

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

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

CALL TO ORDER

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

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. Rotary Club of Destin, Inaugural "Service Above Self" Award
- 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. Amendment #3 Atkins North America Contract
 - B. John Deere 3033R Compact Utility Tractor, authorization to purchase
 - C. Approval of minutes of May 16, 2022 Regular City Council Meeting
 - D. Approval of minutes of May 17, 2022 City Council Budget Workshop
 - E. Minutes of Boards & Committees
- 4. CITY MANAGER REPORTS**
 - A. Workflow Process for Property Maintenance and Unsafe Building Abatement Code (update)
 - B. Resolution 22-07 - Adopting Council Meeting Schedules for the Remainder of Calendar Year 2022
 - C. Resolution 22-08 - Amending Rules and Procedures of Council Meeting
 - D. Announcements
- 5. PUBLIC HEARINGS**
- 6. COMMENTS / PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY**
 - A. Councilmember Braden
 1. Signage from Airport Road to the Marler Bridge
 - B. Councilmember Wagner

- C. Councilmember Destin
 - D. Councilmember Bagby
 - 1. Procurement Policy
 - 2. Issue related to the Friends of the Library
 - E. Councilmember Hebert
 - F. Councilmember King
 - G. Councilmember Schmidt
 - 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

CITIZENS SERVICE ABOVE SELF AWARDS DAY

WHEREAS, Rotary International, founded on February 23, 1905 in Chicago, Illinois USA, is the world's first and one of the largest non-profit service organizations; and

WHEREAS, there are over 1.2 million Rotary club members comprised of professional and business leaders in over 32,000 clubs in 200 countries and geographic areas; and

WHEREAS, the Rotary motto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world; and

WHEREAS, Rotary funds club projects and sponsors volunteers with community expertise to provide medical supplies, health care, clean water, food production, job training, and education to millions in need, particularly in developing countries; and

WHEREAS, the members of the Rotary Club of Destin have provided the citizens of Destin and Okaloosa County with numerous projects that provide, education, environmental, and service to our local area; and

WHEREAS, the Rotary Club of Destin wishes to recognize individuals who provide selfless service to our Community; and

WHEREAS, Cory Fosdyck, Senior Vice-President of Merrill Lynch in Destin, has demonstrated a commitment to the betterment of our community by contributing his time and talents to the Destin Charity Wine Auction Foundation, Sacred Heart Hospital, the Emerald Coast Children's Advocacy Center (ECCAC), and along with his wife Hillary have completed the process to become certified foster parents;

THEREFORE I, Gary Jarvis, Mayor along with the City Council of Destin Florida, do hereby proclaim June 7, 2022 as Rotary Citizens **"Service Above Self" Day** in the City of Destin, and encourage all citizens to join me in recognizing Mr. Cory Fosdyck as the inaugural recipient of the Rotary Club of Destin's "Service Above Self" award.

SO, DONE THIS 6TH DAY OF JUNE 2022
BY:

Gary Jarvis, Mayor

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 6, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM: Jeffrey Cozadd, Grants Manager

DATE: 5/16/22

SUBJECT: Amendment #3 Atkins North America Contract

I. BACKGROUND: The Atkins of North America Contract for the Cross Town Connector design has had two previous amendments. Amendment One added Option 1 and the design standards of a 12' median, relocate bike lanes to multiuse path, maintain a 40' Right of Way whenever possible, and multiuse path will meander through the park and will be placed as part of project. Amendment Two added the right of way acquisition services.

II. DISCUSSION: Amend the scope and fee of the Atkins Contract to:

- a. add cost to do two additional appraisals as required by state statute. \$16,000.00
- b. add cost to contract to create 3-D rendered model and PowerPoint as requested by council. \$11,629.57

A. Link to Strategic Goals / Objectives: 1.2 Complete two-lane Crosstown Connector

B. Effect on Budget (EOB): The \$16,000 required to complete additional appraisals will be charged to the ROW Acquisition TRIP grant from FDOT. Staff recommend road impact fees to cover the amount needed to complete the 3-D rendered model.

	30554133	31554132	
	FDOT TRIP	Road Impact	
		Fees	TOTAL
565000-EN615	\$ 2,699,664		\$ 2,699,664
capital project-XTownConnector			
FY22 Adopted Budget	2,699,664	-	2,699,664
PY Rollforwards for Open Encumbrances	-	318,638	318,638
Revised Budget	2,699,664	318,638	3,018,302
Previous Expenses/Encumbrances	(345,034)	(307,009)	(652,043)
Available Program Budget	2,354,629	11,630	2,366,259
This Agreement +(-)	(16,000)	(11,630)	(27,630)
FY22 Remaining Program Budget	\$ 2,338,629	\$ 0	\$ 2,338,630

C. Level of Service (LOS): Level of Service will be increased

D. Legislative Sponsor:

III. CONCLUSION: In order to include the 3-D rendered model/PowerPoint and additional appraisals, the Atkins contract needs to be amended.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to execute Contract Amendment No. 3 for Aktins North America, Inc. to include 3-D rendered model/PowerPoint and additional appraisal fees for an additional amount not to exceed \$27,629.57.

Attachments:

1. Amendment No. 3 CTC
Appraisals_Renderings

AMENDMENT NO. 3 TO

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY
OF DESTIN AND ATKINS NORTH AMERICA, INC**

THIS AMENDMENT is made and entered into this ____13____ day of May, 2022, by and between the **CITY OF DESTIN** (hereinafter referred to as “CITY”) and **ATKINS NORTH AMERICA, INC.** (hereinafter referred to as “CONSULTANT”), to extend and amend the professional engineering services agreement dated October 19, 2020, for professional consulting engineering services; and

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

1) Addition of Services:

The Consultant shall provide additional appraisal services for the Cross-Town Connector project. Services shall include additional appraisals for parcels 1 and 8. Additional details described in the Scope of Services (Attachment A).

The Consultant shall provide architectural renderings as requested by City Council. Renderings shall focus on depicting available greenspace throughout the corridor and within the Pond 2 footprint. Additional details described in the Scope of Services (Attachment A)

2) Compensation and Schedule:

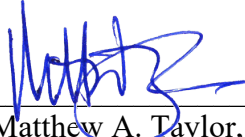
The City shall pay \$27,629.57 for the additional services as outlined in the Fee Schedule (Attachment B).

IN WITNESS WHEREOF, the City and Consultant, through their duly authorized representative, execute this Amendment.

CITY OF DESTIN

ATKINS NORTH AMERICA, INC

Lance Johnson, City Manager
City Manager



Matthew A. Taylor,
Vice President, PE

Attest to Signature:

Rey Bailey, City Clerk

ATTACHMENT A

SCOPE OF SERVICES

Deal Consulting, P.A.

March 3, 2022

Mrs. Marsha Hayes, SR/WA
Hayes Consulting Services, LLC
Post Office Box 796
Chipley, Florida 32428

Re: Destin Bypass Road Phase I
Parcels 1 and 8 (Winton and Lowe) Whole Acquisitions
Appraisal Bid/Scope

Dear Mrs. Hayes:

I appreciate the opportunity to work with you on this matter. The following pages contain the provisions of this agreement. If you need anything else, please let me know.

INTENDED USERS

Marsha Hayes and City of Destin and Their Assigns (Referred to Herein as “The Client”)

Note: No other users are intended by the appraiser. The appraiser shall consider the intended users when determining the level of detail to be provided in the appraisal report.

INTENDED USE

This appraisal is intended to assist the client in determining the market value of the property for a potential purchase and/or eminent domain action.

Note: No other use is intended by the appraiser. The intended use as stated shall be used by the appraiser in determining the appropriate scope of work for the assignment. The appraiser is not liable for any use, other than the intended use.

PROPERTY IDENTIFICATION

Parcel 1 – Winton Parcel - Okaloosa County PA 00-2S-22-5555-0000-0020 (Whole Take)

Parcel 8 – Lowe Parcel - Okaloosa County PA 00-2S-22-2335-0000-0130 (Whole Take)

PROPERTY TYPE

Parcel 1 – Vacant 1.1-Acre Property

Parcel 8 - Improved with a Triplex

INTEREST VALUED

The rights being appraised are those associated with a fee simple estate. Fee simple estate is defined in the Appraisal Institute’s *The Appraisal of Real Estate, 12th Edition*, page 68 as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.

TYPE OF VALUE

The following definition of market value is taken from **Florida State Road Department v. Stack, 231 So.2d 859 Fla., 1st DCA 1969** as cited in the Florida Department of Transportation's Supplemental Standards of Appraisal.

“Value” as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied.

The market value opinion in this report is in terms of cash or terms equivalent to cash. The intended user's attention should be directed to the fact that the market value estimated in this report is relevant as of the date of value. The market value estimated is also contingent on a reasonable exposure time in a competitive market. The reasonable exposure time will be estimated and defined in the following section of this report. It should be noted that any change in the date of value or exposure time identified in this report could significantly change the estimate of market value.

DATE OF VALUE

Current

ADDITIONAL PROPERTY TO BE VALUED

None

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS

Parcel 1 – N/A

Parcel 8 - It is my understanding that an interior inspection was not possible for the first appraiser. Therefore, I anticipate, for purposes of this bid/scope, to perform an exterior-only inspection of Parcel 8. The interior specifications will be based on the public record. Condition will be based on exterior condition and photos available on the local MLS, if any are available.

APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)

- The Code of Professional Ethics of the Appraisal Institute
- The Uniform Standards of Professional Appraisal Practice of the Appraisal Institute
- Chapter 475, Part II, Florida Statutes

ANTICIPATED SCOPE OF WORK

Site Visit:

Parcel 1 – Typical, Vacant Inspection

Parcel 8 - It is my understanding that an interior inspection was not possible for the first appraiser. Therefore, I anticipate, for purposes of this bid/scope, to perform an exterior-only inspection of Parcel 8.

Valuation Approaches:

Parcel 1 - The appraisal will employ the sales comparison approach as vacant.

Parcel 8 – I will employ the sales comparison approach and income approach as improved.

Note: Depending on further inspection and research, the conclusion as to the approaches to be used could change. I will use all approaches necessary to develop a credible opinion of value.

APPRAISAL REPORT

Report Option:

This is an assignment involving one appraisal report in accordance with the Uniform Standards of Professional Appraisal Practice (consistent with the former “summary appraisal report” in Standards Rule 2-2(b) of (USPAP). As such, the report presents sufficient information to enable the client and other intended users, as identified, to understand it properly. Supporting documentation is contained in my work file and will be made available at the client’s request.

I will deliver one appraisal report per parcel.

Format

Narrative

CONTACT FOR PROPERTY ACCESS, IF APPLICABLE

TBD

PROPOSED IMPROVEMENTS

N/A

PROPERTIES UNDER CONTRACT FOR SALE

N/A

ADDITIONAL DOCUMENTATION

Absent any title work being provided I will appraise the property assuming clear title with no defects that would alter the market value. I will appraise the undivided, fee simple interest only with no apportionment of interests.

DELIVERY DATE

I will deliver the report will be within 60 days of the notice to proceed assuming I receive the notice to proceed on or before April 3, 2022.

DELIVERY METHOD

Signed PDF

NUMBER OF COPIES

ONE

PAYMENT TO APPRAISER

Parcel 1	\$ 6,500
Parcel 8	<u>\$ 9,500</u>
Total	\$16,000

Invoice will be submitted to the client by Hayes Consulting at the time of their next billing date following receipt of appraisal. Payment is due to Deal Consulting, PA within 30 days of Hayes Consulting receiving payment from the client.

WHEN APPRAISER'S OBLIGATIONS ARE COMPLETE

The appraiser's obligations pursuant to this agreement are complete when the appraisal report in the form specified in this agreement is delivered to the client pursuant to this agreement. The appraiser agrees to be responsive to the client's/reviewer's legitimate inquiries regarding the contents of the report after delivery.

It is my understanding G. Daniel Green, MAI/SRA will review these reports. This bid is null and void if the reviewer is changed or another reviewer is added.

CONFIDENTIALITY

The appraiser shall not provide a copy of the written appraisal reports, nor disclose the results of the appraisals, to any party other than the client unless the client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

The appraiser may use employees or independent contractors to complete the assignment at the appraiser's discretion, unless otherwise agreed by the parties. Notwithstanding, the appraiser shall sign the written appraisal report and take full responsibility for the services provided as a result of this agreement.

SERVICES NOT PROVIDED

The fees set forth in this agreement apply to the appraisal services rendered by the appraiser as set forth in this agreement. Unless otherwise specified herein, the appraiser's services for which the fees in this agreement apply shall not include meetings with persons other than the client nor the client's agents or professional advisors; the appraiser's deposition(s) nor testimony before judicial, arbitration or administrative tribunals; nor any preparation associated with such depositions or testimony. Any additional services performed by the appraiser not set forth in this agreement will be performed on terms and conditions set forth in an amendment to this agreement or in a separate agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this agreement, the client agrees that the appraiser's assignment pursuant to this agreement shall not include the appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this agreement shall necessitate a new agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new agreement.

CANCELLATION

The client may not cancel this agreement at any time subsequent to the notice to proceed without full payment of fee.

GOVERNING LAW AND JURISDICTION

This agreement shall be governed by the law of the state in which the appraiser's office is located as specified in this agreement, exclusive of that state's choice of law rules. The parties agree that any legal proceeding brought by either party in order to interpret or enforce this agreement, or to enforce an arbitration award entered pursuant to this agreement, shall be brought in a state or federal court having jurisdiction over the location of the appraiser's office as specified in this agreement. The parties hereby waive any objections to the personal jurisdiction of said court.

APPRAISER INDEPENDENCE

The appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. The appraiser cannot guarantee the outcome of the assignment in advance. The appraiser cannot ensure that the opinion of value developed as a result of this assignment will serve to facilitate any specific objective of the client or others or advance any particular cause. The appraiser's opinion of value will be developed competently and with independence, impartiality, and objectivity.

NOTICES

Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b)

overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective on the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

NO THIRD-PARTY BENEFICIARIES

Nothing in this agreement shall create a contractual relationship between the appraiser or the client and any third party, or any cause of action in favor of any third party. This agreement shall not be construed to render any person or entity a third-party beneficiary of this agreement, including, but not limited to, any third parties identified herein.

ASSIGNMENT

Neither party may assign this agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold at its sole discretion. In the event this agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

SEVERABILITY

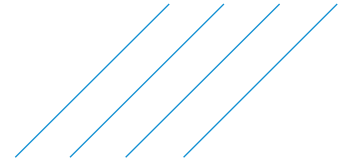
In the event any provision of this agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this agreement and all such other provisions shall remain in full force and effect.

CLIENT'S REPRESENTATIONS AND WARRANTIES

The client represents and warrants to the appraiser that (1) the client has all right, power and authority to enter into this agreement; (2) the client's duties and obligations under this agreement do not conflict with any other duties or obligations assumed by the client under any agreement between the client and any other party; and (3) the client has not engaged the appraiser, nor will the client use the appraiser's appraisal report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

EXTENT OF AGREEMENT

This agreement represents the entire and integrated agreement between the client and the appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by a written instrument signed by both the client and the appraiser.



PROJECT BACKGROUND

This is a supplemental agreement to create a rendered 3-D model and one (1) PowerPoint of the 60% design submitted dated 12/22/2021 of the Destin Connector from Beach Drive to Bennington Drive redesign and a pond alternative. This is for additional scope not covered in the original scope dated 10/19/2020. From the models, images will be taken and placed into a PowerPoint presentation to be shown to the City of Destin Council.:

SUBMITTALS

The project tasks include the following two (2) submittals:

1. 60% Submittal 3D Rendering PowerPoint

TASK 1: 60% Submittal 3-D Rendering PowerPoint

ATKINS shall prepare a (1) PowerPoint which will show images taken from the rendered 3-D model of the 60% design submitted to the City of Destin Council on 12/22/2021.

Tasks include:

1. 3-D Rendering: Prepare one (1) high quality 3-D rendering using the 60% design submittal.
2. PowerPoint Presentation: Prepare one (1) PowerPoint presentation. The presentation will include the following:
 - a. Perspective and birds-eye view images of the rendered 3D model (4 total images)

Deliverables: PowerPoint (1 PowerPoint, 1 PDF)

Project Assumptions and Services Not Included

Services authorized by City of Destin other than those specifically listed in this Scope of Services shall be considered Additional Services, for which the City shall compensate the Consultant based on an additional fee that is mutually agreed upon. Additional Services will include, but not be limited to, the following:

- Revised plan sets or details of the alternative pond design
- Irrigation plans
- Public meetings
- In-person meetings
- Park planning, programming, and design
- Hardscape, pedestrian facilities, and ADA access requirements

ATTACHMENT B

FEE SCHEDULE

ADDITIONAL DOCUMENTATION

Absent any title work being provided I will appraise the property assuming clear title with no defects that would alter the market value. I will appraise the undivided, fee simple interest only with no apportionment of interests.

DELIVERY DATE

I will deliver the report will be within 60 days of the notice to proceed assuming I receive the notice to proceed on or before April 3, 2022.

DELIVERY METHOD

Signed PDF

NUMBER OF COPIES

ONE

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Total	\$16,000

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WHEN APPRAISER'S OBLIGATIONS ARE COMPLETE

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It is my understanding G. Daniel Green, MAI/SRA will review these reports. This bid is null and void if the reviewer is changed or another reviewer is added.

CONFIDENTIALITY

The appraiser shall not provide a copy of the written appraisal reports, nor disclose the results of the appraisals, to any party other than the client unless the client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

The appraiser may use employees or independent contractors to complete the assignment at the appraiser's discretion, unless otherwise agreed by the parties. Notwithstanding, the appraiser shall sign the written appraisal report and take full responsibility for the services provided as a result of this agreement.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Destin Connector from Beach Dr to Bennington Dr Redesign
County: Okaloosa
FPN: N/A
FAP No.: N/A

Consultant Name: Atkins
Consultant No.:
Date: 3/2/2022
Estimator: JBP

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Sr. Planner/ Sr. Scientist	Sr. Engineer	Sr. Landscape Architect	Project Engineer	Engineer Intern	Env. Specialist	Sr. Designer	Inspector	Secretary / Clerical	Staff Classification 11	Staff Classification 12	SH By	Salary Cost By	Average Rate Per
														Activity	Activity	Task
3. Project General and Project Common Tasks	28	22	0	6	0	0	0	0	0	0	0	0	0	28	\$1,847	\$65.97
25. Landscape Architecture Analysis	45	5	0	0	36	0	0	0	0	0	0	0	0	41	\$2,223	\$54.22
Total Staff Hours	73	27	0	6	36	0	0	0	0	0	0	0	0	69		
Total Staff Cost		\$1,889.19	\$0.00	\$307.86	\$1,873.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$4,070.13	\$58.99

Check = \$4,070.13

Survey Field Days by Subconsultant
4 - Person Crew:

- Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:
OVERHEAD: 158.25% \$4,070.13
OPERATING MARGIN: 15.00% \$6,440.98
FCCM (Facilities Capital Cost Money): 0.195000% \$610.52
EXPENSES: 0.00% \$7.94
\$500.00
4-man crew
Survey (Field - if by Prime) 0 days @ \$ - / day \$0.00
TOTAL ESTIMATED FEE: \$11,629.57

Project Activity 3: General Tasks

Estimator: John Fielding

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	8	8	Prepare presentation materials for additional council meeting
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	20	20	Meeting attendnace for PM and Drainage engineer. Travel time.
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					28	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and EDMS	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	0	0	
3.7	Plans Update	LS	1	0	0	
3.8	Post Design Services	LS	1	0	0	
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					28	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
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3.6 - List of Project Manager Meetings

Roadway Analysis	EA	0	0	0
Drainage	EA	0	2	0
Utilities	EA	0	0	0
Environmental	EA	0	0	0
Structures	EA	0	0	0
Signing & Pavement Marking	EA	0	0	0
Signalization	EA	0	0	0
Lighting	EA	0	4	0
Landscape Architecture	EA	0	4	0
Survey	EA	0	0	0
Photogrammetry	EA	0	0	0
ROW & Mapping	EA	0	2	0
Terrestrial Mobile LiDAR	EA	0	0	0
Architecture	EA	0	0	0
Noise Barriers	EA	0	0	0
ITS Analysis	EA	0	0	0
Geotechnical	EA	0	0	0
Re-eval Coordination	EA	0	8	0
Progress Meetings	EA	0	3	0
Phase Reviews	EA	0	4	0
Field Reviews	EA	0	0	0

Total Project Manager Meetings		0	0	
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Carries to 3.6

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.

Project Activity 25: Landscape Architecture Analysis

Estimator: Alyssa Garcia

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
25.1	Data Collection	LS	0	0	0	Not included
25.2	Site Inventory and Analysis	LS	0	0	0	Not included
25.3	Planting Design	LS	0	0	0	Not included
25.4	Irrigation Design	LS	0	0	0	Not Included
25.5	Hardscape Design	LS	0	0	0	Not included
25.6	Plan Summary Boxes	LS	0	0	0	Not included
25.7	Cost Estimates	LS	0	0	0	Not included
25.8	Technical Specification Provisions	LS	0	0	0	Not included
25.9	Other Landscape Architecture	LS	1	40	40	3-D Rendering & image creation for the production of a PowerPoint slide deck. (40 hrs for 60% design, 20 hrs for pond alternative)
Landscape Architecture Analysis Technical Subtotal					40	
25.10	Outdoor Advertising	LS	0	0	0	Not included
25.11	Field Reviews	LS	0	0	0	Not included
25.12	Technical Meetings	LS	0	0	0	Not included
25.13	Quality Assurance/Quality Control	LS	%	5%	2	
25.14	Independent Peer Review	LS	%	0%	0	
25.15	Supervision	LS	%	3%	1	
Landscape Architecture Analysis Nontechnical Subtotal					3	
25.16	Coordination	LS	%	5%	2	
25. Landscape Analysis Total					45	

Technical Meetings

FDOT (kickoff, concept review)	EA	0	0	0
Maintaining Agency (cities, counties)	EA	0	0	0
Utility Owners	EA	0	0	0
Local Agency for Tree Removal	EA	0	0	0
Local Citizen Group(s)	EA	0	0	0
Other Meetings	EA	0	0	0

Subtotal Technical Meetings **0**

Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0

Total Meetings **0**

Carries to 25.12

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 6, 2022**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.B.**TO:** City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 05/23/2022**SUBJECT:** John Deere 3033R Compact Utility Tractor, authorization to purchase

I. BACKGROUND: The Department of Public Works is requesting a replacement for its 2014 model John Deere utility tractor. The transmission shaft of the 2014 has broken inside the transmission. Repairs are estimated at \$12,500. This unit differs from the unit purchased in October 2021 as it has a backhoe attachment and front bucket.

II. DISCUSSION: This equipment will be used to mow rights-of-way and bush-hogging larger tracts. The existing tractor is 8 years old. This utility tractor has been quoted with a cab to reduce employee exposure to dust and debris. The quote for this tractor is provided as ATT1.

The quote supplied by Beard Equipment is based on a Sourcewell procurement process/contract with John Deere and is available to all participating agencies. The State of Florida is a participant in the program. The contract between Sourcewell and John Deere is provided as ATT2.

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

> Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): The Cost of this item plus attachments is \$51,238.95 per John Deere's Sourcewell contract.

	TOTAL
30058585-564000-RRVEH	
GenFund RR-Equipment-Replacement	\$ 463,427
Vehicles	
FY22 Adopted Budget	463,427
Budget Amendments/Txfrs (Rollforwards)	59,617
Revised Budget	523,044
Previous Expenses/Encumbrances	(469,587)
Available Program Budget	53,457
This Agreement +(-)	\$ (51,239)
FY22 Remaining Program Budget	<u>\$ 2,218</u>

C. Level of Service (LOS): New equipment purchases should provide increased levels of reliability. This equipment also comes with a 12-month factory warranty. This unit replaces an existing unit that is inoperable.

D. Legislative Sponsor:

III. CONCLUSION: This purchase will replace an inoperable piece of equipment and is consistent with the City's Renewal and Replacement initiatives.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to purchase a John Deere 3033R Utility Tractor from Beard Equipment of Pensacola for \$51,238.95.

Attachments:

1. ATT1: City of Destin 3033R quote
2. ATT2: John Deere Co. Sourcewell Contract Ag Tractors

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

David Campbell

Beard Equipment Company
33 Industrial Ct
Freeport, FL 32439

Tel: 850-835-3337

Fax: 850-835-3339

Email: dcampbell@beardequipment.com

☐ Vendor: Deere & Company
☐ 2000 John Deere Run
Cary, NC 27513

☐ Signature

☐ Shipping address

☐ Billing address

☐ Billing email address

If information is not included, the Purchase Order or Letter of Intent will be returned.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
33 Industrial Ct
Freeport, FL 32439
850-835-3337
JohnDeereEmails@beardequipment.com

Quote Summary
Prepared For:

City Of Destin
FL

Delivering Dealer:

Beard Equipment Company
David Campbell
33 Industrial Ct
Freeport, FL 32439
Phone: 850-835-3337
dcampbell@beardequipment.com

Quote ID: 26515503
Created On: 20 April 2022
Last Modified On: 21 April 2022
Expiration Date: 29 April 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 3033R Compact Utility Tractor (24 PTO hp) Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date: April 19, 2022	\$ 46,739.95	\$ 38,326.75 X	1 =	\$ 38,326.75
JOHN DEERE 60D in. AutoConnect™ 7-Iron Mid-Mount Side Discharge Mower (2R Large Frame, 3R Series, and 3120-3720 Tractor) Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date: April 19, 2022	\$ 4,396.00	\$ 3,604.72 X	1 =	\$ 3,604.72
JOHN DEERE 375A Backhoe Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date: April 20, 2022	\$ 11,350.00	\$ 9,307.00 X	1 =	\$ 9,307.00
Equipment Total				\$ 51,238.47

Quote Summary

Equipment Total \$ 51,238.47

Trade In
SubTotal **\$ 51,238.47**

Salesperson : X _____

Accepted By : X _____

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Beard Equipment Company
33 Industrial Ct
Freeport, FL 32439
850-835-3337
JohnDeereEmails@beardequipment.com

Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 51,238.47
Balance Due	\$ 51,238.47

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 26515503 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
33 Industrial Ct
Freeport, FL 32439
850-835-3337
JohnDeereEmails@beardequipment.com

JOHN DEERE 3033R Compact Utility Tractor (24 PTO hp)

Hours: **Suggested List ***
Stock Number: \$ 46,739.95
Contract: Sourcewell Grounds Maintenance 031121-DAC **Selling Price ***
(PG NB CG 70) \$ 38,326.75
Price Effective Date: April 19, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1369LV	3033R Compact Utility Tractor (24 PTO hp)	1	\$ 26,907.00	18.00	\$ 4,843.26	\$ 22,063.74	\$ 22,063.74
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 1,521.00	18.00	\$ 273.78	\$ 1,247.22	\$ 1,247.22
1701	Factory Installed Loader with Bucket	1	\$ 6,896.00	18.00	\$ 1,241.28	\$ 5,654.72	\$ 5,654.72
2050	Cab with Standard Seat	1	\$ 9,508.00	18.00	\$ 1,711.44	\$ 7,796.56	\$ 7,796.56
2650	Less Radio	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3320	Dual Mid Selective Control Valve	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3400	Less Mid PTO	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5220	15-19.5 (6PR, R4 Industrial, 2 Position)	1	\$ -109.00	18.00	\$ -19.62	\$ -89.38	\$ -89.38
6220	25x8.50-14 (6PR, R4 Industrial, 2 Position)	1	\$ 66.00	18.00	\$ 11.88	\$ 54.12	\$ 54.12
Standard Options Total			\$ 17,882.00		\$ 3,218.76	\$ 14,663.24	\$ 14,663.24
Dealer Attachments/Non-Contract/Open Market							
BLV10848	Mid PTO Control Kit (Cab Only)	1	\$ 183.55	18.00	\$ 33.04	\$ 150.51	\$ 150.51
LVB25537	Mid Power Take-Off (PTO) Kit	1	\$ 884.87	18.00	\$ 159.28	\$ 725.59	\$ 725.59
LVA14927	Bracket	1	\$ 385.00	18.00	\$ 69.30	\$ 315.70	\$ 315.70
19m7785	Bolt	3	\$ 2.13	18.00	\$ 0.38	\$ 5.25	\$ 5.25

Selling Equipment

Quote Id: 26515503

Customer Name:
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
33 Industrial Ct
Freeport, FL 32439

850-835-3337

JohnDeereEmails@beardequipment.com

19M7788 Bolt	1	\$ 2.82	18.00	\$ 0.51	\$ 2.31	\$ 2.31
BLV10964 Power Beyond Kit (Cab Only)	1	\$ 488.32	18.00	\$ 87.90	\$ 400.42	\$ 400.42
Dealer Attachments Total		\$ 1,950.95		\$ 351.17	\$ 1,599.78	\$ 1,599.78
Value Added Services Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price		\$ 46,739.95		\$ 8,413.19	\$ 38,326.76	\$ 38,326.76

JOHN DEERE 60D in. AutoConnect™ 7-Iron Mid-Mount Side Discharge

Equipment Notes:
Hours:
Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Price Effective Date: April 19, 2022

Suggested List *
\$ 4,396.00
Selling Price *
\$ 3,604.72

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
7017LV	60D in. AutoConnect™ 7-Iron Mid-Mount Side Discharge Mower (2R Large Frame, 3R Series, and 3120-3720 Tractor)	1	\$ 2,621.00	18.00	\$ 471.78	\$ 2,149.22	\$ 2,149.22
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1008	AutoConnect™ Mower Lift - Cab	1	\$ 1,775.00	18.00	\$ 319.50	\$ 1,455.50	\$ 1,455.50
	Standard Options Total		\$ 1,775.00		\$ 319.50	\$ 1,455.50	\$ 1,455.50
	Total Selling Price		\$ 4,396.00		\$ 791.28	\$ 3,604.72	\$ 3,604.72

JOHN DEERE 375A Backhoe

Selling Equipment

Quote Id: 26515503

Customer Name:
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
33 Industrial Ct
Freeport, FL 32439
850-835-3337
JohnDeereEmails@beardequipment.com

Equipment Notes:
Hours:
Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Price Effective Date: April 20, 2022

Suggested List *
\$ 11,350.00
Selling Price *
\$ 9,307.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
6165LV	375A Backhoe	1	\$ 11,167.00	18.00	\$ 2,010.06	\$ 9,156.94	\$ 9,156.94
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1001	Subframe Mounting	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3016	16 In. Bucket	1	\$ 183.00	18.00	\$ 32.94	\$ 150.06	\$ 150.06
Standard Options Total			\$ 183.00		\$ 32.94	\$ 150.06	\$ 150.06
Total Selling Price			\$ 11,350.00		\$ 2,043.00	\$ 9,307.00	\$ 9,307.00

**Solicitation Number: RFP#110719****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Deere & Company**, 2000 John Deere Run, Cary, NC 27513 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcwell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcwell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcwell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED** (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require

the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcwell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 12/23/2019 | 8:47 AM CST

Deere & Company
DocuSigned by:
By: Andrew Roman
C44230CF47A24D5...
Andrew Roman
Title: Contract Administrator
Date: 12/23/2019 | 6:43 AM CST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/23/2019 | 9:00 AM CST

RFP 110719 - Ag Tractors with Related Attachments, Accessories, and Supplies

Vendor Details

Company Name: Deere & Company
2000 John Deere Run
Address: Cary, NC 27513
Contact: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Phone: 800-358-5010 2285
Fax: 309-749-2313
HST#: 362382580

Submission Details

Created On: Wednesday October 02, 2019 13:10:29
Submitted On: Thursday November 07, 2019 10:26:36
Submitted By: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Transaction #: fc7b4092-1aab-463f-88f9-e8f4dbc9e793
Submitter's IP Address: 165.225.0.97

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Deere & Company
2	Proposer Address:	2000 John Deere Run Cary, NC 27513
3	Proposer website address:	www.johndeere.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Garrette - Government Business Manager 19695 Embers Avenue, Farmington, MN 55024 GarretteRobertM@JohnDeere.com 908-442-3455

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Deere & Company, founded in 1837 (collectively called John Deere), began as a simple one-man blacksmith shop. Today it's grown into corporation that does business around the world and employs over 74,000 people worldwide. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere is the world's leading provider of advanced products and services for agriculture and forestry and a major provider of advanced products and services for construction and lawn & turf. John Deere also provides financial services worldwide and manufactures and markets engines used in heavy equipment. Deere & Company is a global company with offices and factories throughout the U.S. and overseas in countries such as China, India, Poland, Russia and Germany just to name a few. John Deere has been involved with the manufacturing of tractors since 1918.
8	Provide a detailed description of the products and services that you are offering in your proposal.	John Deere will offer its complete product offering for ag tractors, implements and related equipment include: 1. Small, Mid and Large frame ag attachments 2. Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, b 4. Combines 5. Cotton 6. Hay & Forage (balers, disk mowers, etc.) 7. Tillage (plows, harrows, etc.) 8. Planting & Seeding (planters, drills, air seeders) 9. Self propelled sprayers 10. Ag Management Solutions 11. Frontier implements and attachments Our independent dealer network will provide aftermarket services upon request.
9	What are your company's expectations in the event of an award?	John Deere will be able to offer a wide array of products that fall within the scope of this RFP that will meet and exceed the needs of all Sourcwell members.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Our 2018 Annual Report has been uploaded as part of our proposal.
11	What is your US market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information.
12	What is your Canadian market share, if any?	John Deere considers its market share data to be proprietary information.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

14	How is your organization best described: is it a manufacturer or distributor/dealer? Provide your written authorization to act as a distributor/dealer for the products and services being offered with your sales and service force and with your dealers.	John Deere is a manufacturer. a. John Deere has a nationwide dealer network. The dealer network is operated businesses. b. John Deere partners with independently owned John Deere dealers that are being offered in the RFP.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	To the best of our knowledge, Deere & Company maintains all licenses and certifications necessary to conduct its business (e.g. its sale of agricultural equipment) in the United States.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Not applicable.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	List of subcategory products and services John Deere will offer within this RFP include: 1. Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, backhoes) 2. Rotary cutters 3. Combines 4. Cotton 5. Hay & Forage (balers, disk mowers, etc.) 6. Tillage (plows, harrows, etc.) 7. Planting & Seeding (planters, drills, air seeders) 8. Self propelled sprayers 9. Ag Management Solutions 10. Frontier implements and attachments	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2018 Best Global Brand - Interbrand World's Most Ethical Companies - Ethisphere Institute (12th Year) Top 10 Innovative Company - American Innovation Index Corporate Partner of the Year - National Society of Black Engineers 2017 World's Most Admired Companies - Fortune Magazine # 50 50 Best Places to Work in the US - Indeed.com US Chamber of Commerce Foundation Citizens Award Company of the Year - Society of Hispanic Professional Engineers 2016 2016 Good Design Award - Good Design is one of the oldest, prestigious and most recognized program for design excellence worldwide. 2015 Gold Status Pillar of the Industry Award - Association of Equipment Manufacturers 2014 Deere & Company has been selected 16th on the 2014 Global Top Companies for Leaders list – a comprehensive study that recognizes best-in-class management practices, especially in the area of leadership development.
19	What percentage of your sales are to the governmental sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
20	What percentage of your sales are to the education sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of education agencies. We can assure you that we are a partner who is fully aligned with educational customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	John Deere currently holds over 110 government contracts consisting of federal, state, county and cooperative contracts. The state, county and cooperative sales volumes are combined. The sales volumes over the past three years are as follows: 2018 - \$305.5M 2017 - \$295.5M 2016 - \$279.6M
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	John Deere currently holds the following GSA Contracts: Ag Tractor Contract #GS-30F-0007T UV Contract #GS-07F-9670S L&G Contract #GS-06F-0083S The total sales volume for the GSA contracts over the past three years are as follows: 2019 = \$21.0M 2018 - \$15.3M 2017 - \$17.1M

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name *	Contact Name *	Phone Number *
Iowa Department of Transportation	Jennifer Monserud	515-239-1607
Mt. San Antonio College, Walnut CA	Sandi Horn	909-274-5509
Anne Arundel County, Maryland	Dale Eutsler	410-222-7665
State of Indiana - Sourcwell Participating Addendum	Stephanie Nelson	317-234-0963
State of Arkansas - Sourcwell Participating Addendum	John Leverett	501-683-2222

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Coop - Buyboard Grounds Maintenance Contract	Government	Texas - TX	Complete Price Page Contract for all John Deere product categories.	Varies	FY19 = \$11.5M FY18 = \$10.4M FY17 = \$13.0M	*
MI - Ag, Grounds and Roadside Equipment Contract	Government	Michigan - MI	Complete Price Page Contract for all John Deere product categories.	Varies	FY19 = \$8.1M FY18 = \$8.6M FY17 = \$11.0M	*
OH - Ag Machinery, Mowers & Tractors Contract	Government	Ohio - OH	Complete Price Page Contract for all John Deere product categories.	Varies	FY19 = \$12.8M FY18 = \$20.7M FY17 = \$17.4M	*
OK - Agriculture, Trees & Brush Maintenance Equipment Contract	Government	Oklahoma - OK	John Deere Ag Tractors and Related Equipment	Varies	FY19 = \$11.5M FY18 = \$10.3M FY17 = \$7.0M	*
PA - Ag and Grounds Keeping Power Equipment Contract	Government	Pennsylvania - PA	Complete Price Page Contract for all John Deere product categories.	Varies	FY19 = \$9.2M FY18 = \$9.8M FY17 = \$8.3M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	John Deere has dedicated governmental sales department, based out of Cary, NC, that focuses 100% of their time on the sales and processing of agricultural and turf equipment to governmental and other public agencies. We have a total of 6 Government Business Managers, one of which is dedicated strictly to federal sales. The 5 remaining Government Business Managers are ultimately responsible for state governmental sales in their respective geographies, dedicating 100% of their time to growing the John Deere governmental sales business. The government business managers develop relationships and understand the equipment needs of federal purchasing agents, state purchasing agents and state fleet administrators, i.e. Department of Transportation, Department of Natural Resources. The government business managers also work with John Deere dealers to provide training and a greater understanding of the selling process. The John Deere dealer is ultimately responsible for delivering and supporting the equipment. In relation to the potential Sourcewell Ag Tractors with Related Attachment Contract, the government business managers would promote the contract to state purchasing agents and state fleet administrators, who either do not have their own state purchasing contract or have product gaps in their contracts.	*
26	Dealer network or other distribution methods.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
27	Service force.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The support of the equipment ultimately takes place through the John Deere dealer network. While customer service inevitably varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcewell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support. As far as the John Deere Government Sales Department, we have an entire department of approximately 30 people dedicated to government sales. This includes an Order Management Team, that within an average of 7 days of submission, audits and processes every PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	John Deere will serve the entire United States, including Alaska and Hawaii and Canada.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	John Deere will serve all Sourcewell Member sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	John Deere will only ship to Alaska and Hawaii. For deliveries to Alaska or Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. The equipment will be FOB origin. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. For all other deliveries within the continental US, the equipment will be FOB destination (the Sourcewell member will NOT be charged factory freight to the delivering dealer).	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	John Deere currently uses several forms of marketing to target the governmental and public customer segment: 1. We have created a website where we prominently advertise the cooperative contracts we currently hold. 2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products. 3. John Deere provides templates online for dealers to create their own mailings to promote products to governmental and public agencies. 4. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications. A sample of marketing materials have been uploaded for review. The Marketing Literature Sample.pdf contains 2019 Government Calendar, 2019 Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	JohnDeere.com provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing JohnDeere.com, Sourcewell members would be able to "build-their-own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the Sourcewell contract discount, but if the Sourcewell member knows the discount on the particular product category, they will be able to determine their purchase price.
34	In your view, what is Sourcewell's role in promoting the Sourcewell- awarded contract into your sales process?	Sourcewell will play a key role in working with and supporting the John Deere Government Business Managers, by helping the Business Managers promote the Sourcewell contract and recognize key opportunities in states that show a willingness to adopt Sourcewell. Conference calls and/or webinars with the John Deere Government Business Managers will be a valuable tool. Because the Business Managers have a strong relationship with the John Deere dealers, the business managers will help the dealers understand the contract and market it in their particular areas. The business managers will help the John Deere dealers understand the steps necessary to sign up new Sourcewell members as well. Furthermore, in certain geographies, webinars could be used to help John Deere dealers understand the Sourcewell contract. These opportunities would typically be initiated by John Deere and considered on an individual basis depending on the needs of a particular region.
35	Are your products or services available through an e-procurement system and how government agencies can access them?	We currently use E-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, E-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere's price pages are in pdf format, we cannot just simply upload the pricing into the E-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. They're only getting a "sample". For this most part, agencies still feel most comfortable with working directly with the dealer to ensure they're getting equipment that will best suit their needs.

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The John Deere dealer is ultimately responsible for delivering and supporting the equipment. However, any Sourcewell member will be encouraged to call the John Deere governmental sales direct toll-free number (800-358-5010, option 2) for assistance with locating their nearest dealer. John Deere does offer distance-learning classes on the operation and adjustment of equipment for certain products. To date, this has primarily been for larger equipment, targeted at farm customers. Many John Deere dealers offer local training, which is at the discretion of the dealer.	*
37	Describe any technological advances that your proposed products or services offer.	John Deere Power Tech Final Tier 4 engines 75 HP and above are built on a proven platform of emissions control technologies including: 1. Cooled exhaust gas recirculation (EGR) 2. Exhaust filters 3. Selective catalytic reduction (SCR) ExactRate Planter Fertilizer System 1. Reduces fertilizer usage by up to 8%. 2. Improve fertilizer placement accuracy by up to 20%	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has created a Product Sustainability goal where we offer machines and technology solutions include: 1. Reduce environment impact, including CO2 emissions on 90% of new products 2. Increase the use of sustainable materials by growing remanufactured and rebuild sales by 30%. 3. Increasing recyclable, renewable and recycled content.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include carbon emission reductions and invest \$4 Million dollars per day in research and development. Further we have received the following awards: Best Global Brands - Interbrand Top Ten Innovative Companies in U.S. - American Innovation Index World's Most Ethical Companies - Ethisphere Institute	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. A recent small business compliance review reaffirmed John Deere truly has an active Supplier Diverse program.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	John Deere's founder was best known for his work with the first commercially successful plow. And so it is today that we are perhaps best known for our quality agricultural equipment. We also take the lead worldwide in construction and forestry equipment. We're a major force in grounds maintenance and commercial landscape equipment. Also, John Deere Financial is one of the largest equipment finance companies.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	John Deere will serve Sourcewell member agencies in Canada. The Canadian John Deere dealer network is able to service equipment throughout Canada.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	See paragraph A of the attached warranty statement.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Per the attached warranty statement paragraph B, the warranty term (time period and usage limits) varies by product.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Per the attached warranty statement paragraph A, the purchaser will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	The John Deere dealer network is able to service equipment throughout the United States and Canada.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	John Deere is only submitting equipment manufactured by John Deere.	*
48	What are your proposed exchange and return programs and policies?	John Deere exchanges and returns will not be permitted.	*
49	Describe any service contract options for the items included in your proposal.	John Deere is not including service contract options with our proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	John Deere's payment terms are Net 30.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low- rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval and if the agencies rules and guidelines allow. John Deere Financial also offers other leasing and financing options for governmental, educational, and non- profit entities, subject to approval.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	The order process will follow a Business-to-Government order process. Our dealer network will be quoting equipment, accepting purchase orders, delivering and servicing the equipment. The Sourcewell Member or John Deere dealer will submit a purchase order to John Deere Government Sales for processing, noting the Sourcewell contract number on the PO and the Member's preferred delivering dealer. John Deere will invoice the member upon delivery of the product. The equipment will be delivered by the designated dealer.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	No.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts) in the document upload section of your response.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount range is 14% to 24% off Current MSRP.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	John Deere offers a Multiple Unit Discount (MUD) based on the following schedule: 3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4% For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. Frontier Equipment is excluded from the Multiple Unit Discount.	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	John Deere can offer “Sourced Goods” to Sourcewell Members. What Sourcewell calls “Sourced Goods” John Deere calls non-contract items and allied items. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say “See Parts” or “See Catalog” in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Tiger mower). Non-contract and allied items would be sold as “open market” and the price of the item would be negotiated between the John Deere dealer and the Sourcewell Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as “non-contract”. For example, a Sourcewell Member could purchase a John Deere Ag Tractor, a canopy (non-contract) and a Tiger mower (allied) by utilizing the Sourcewell contract. The price of the canopy and Tiger mower would be determined by the John Deere dealer and both would be listed on the PO as non-contract items. We successfully use this process on other contracts.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The Sourcewell member will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO), with contract number noted, to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will then contact the dealer and work with the dealer and the member to get the issue resolved.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	John Deere will pay a 1% administrative fee.

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	John Deere looks forward to annual business reviews with Sourcewell account managers. During these reviews, we discuss plans and volume goals and normally include percentage sales increase. Our metrics & goals for 2020 and beyond includes this discussion.
66	Describe any industry-specific quality management system certifications obtained by your organization.	Several John Deere manufacturing facilities operate a quality management system which compiles with the requirements of ISO 9001.
67	Describe any preventative maintenance programs that your organization offers for the solutions you are proposing in this response.	John Deere is not providing preventive maintenance programs as part of its RFP response. However, Sourcewell Members will be able to purchase these programs directly from dealers utilizing the "Sourced Equipment/Products and/or related Services" method outlined in Line Item 57 in Table 11: Pricing and Delivery.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - 2018_John-Deere-Annual-Report.pdf - Monday November 04, 2019 12:17:59
 - [Marketing Plan/Samples](#) - Marketing Literature Samples.pdf - Monday November 04, 2019 15:58:35
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Stmt - Ag & Turf.pdf - Monday November 04, 2019 12:18:39
 - [Pricing](#) - Price Schedule and Price Pages.pdf - Tuesday November 05, 2019 14:17:01
 - [Additional Document](#) - Supplement Information.pdf - Wednesday November 06, 2019 10:47:12

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrew Roman, Contract Administrator

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
RFP 110719 - Ag Tractors - Addendum_3 Fri November 1 2019 07:13 AM	☒	--
RFP110719 - Ag Tractors -Addendum_2 Mon October 21 2019 11:45 AM	☒	--
RFP110719 - Ag Tractors - Addendum_1 Mon September 23 2019 09:03 AM	☒	--

AMENDMENT #1
TO
CONTRACT #110719-JDC

THIS AMENDMENT is by and between **Sourcewell** and **Deere & Company** (Vendor).

Vendor was awarded a Sourcewell Contract for Ag Tractors with Related Attachments, Accessories, and Supplies effective December 23, 2019, through December 30, 2023, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. The parties agree that delivery will be 90-180 days after receipt of order (ARO) for agricultural equipment.

Remainder of page intentionally left blank.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: Jeremy Schwartz
Authorized Signature DocuSigned by:
C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 2/26/2021 | 2:13 PM CST

Deere & Company

By: Andrew Roman
Authorized Signature DocuSigned by:
E2D8D7D6435C47C...

Andrew Roman
Name – Printed

Title: Contract Administrator

Date: 2/26/2021 | 12:27 PM CST

Sourcewell–APPROVED:

By: Chad Coauette
Authorized Signature DocuSigned by:
7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 2/26/2021 | 2:36 PM CST

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
MAY 16, 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 Pro Tem Dewey Destin
Councilmember Jim Bagby
Councilmember Terésa Hebert
Councilmember Johnny King

Councilmember Bobby Wagner
Councilmember Rodney Braden
Councilmember Kevin Schmidt

Destin City Staff

City Manager Lance Johnson
City Clerk Rey Bailey
Code Compliance Deputy Director Danny Sullivan
Finance Director Krystal Strickland
Land Use Attorney Kim Kopp

Deputy City Manager Webb Warren
Public Info Mgr. Catherine Card
Parks/Recreation Director Lisa Firth
Grants/Project Manager Jeffrey Cozadd
City Attorney Associate Steve Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Dewey Destin called the meeting to order at 6:00 PM. He called for a moment of silence, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Wagner requested that agenda item 6B1 – *Pickleball Presentation* – be moved under the Presentation portion of the agenda.

Councilmember Braden asked that Consent Agenda items 3G and 3J be pulled for further discussion.

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

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

A. Proclamation - National Poppy Day

The Mayor Pro Tem read the proclamation designating May 27th as National Poppy Day in Destin, and then presented it to Mrs. Renee Wood, Director, American Legion Post 296.

B. Pickleball Presentation – Ms. Tracey Clinkscales, USA Pickleball Ambassador, Okaloosa County, Florida gave the following presentation:

What is Pickleball?



Pickleball is a fun, easy to learn, active paddle sport created for all ages, skill levels, and abilities. It combines elements of tennis, badminton, and ping-pong. It is played both indoors and outdoors on a badminton sized court with a slightly modified tennis net. Pickleball was developed as a recreational game in 1965 on Brainbridge Island near Seattle, Washington. Three dads – Joel Pritchard, Bill Bell, and Barney McCallum — whose kids were bored with their usual summertime activities — are credited for creating the game. Players use a hard plastic paddle and a plastic ball with holes (similar to a wiffle ball). The game can be played as singles or doubles.

Why Do We Want Dedicated Pickleball Courts?

- *Eliminate the conflicts by no longer having to share courts with tennis players
- *Net has different dimensions. The net has to be adjusted before and after play.
 - Tennis – 42” on end and 36” middle
 - Pickleball – 36” on end and 34” middle
- *Playing on a tennis court with a tennis net doesn’t allow for special pickleball shots
- *Having organized play at set times and days (forming a league)
- *Players prefer to play on a dedicated court
- *Players will travel to courts that are dedicated for exclusive use for pickleball
- *Visitors will plan their vacations around the availability of Pickleball courts
- *Attract sponsors and players from all over for special events and tournaments which will increase the economic impact significantly
 - Camps
 - Training
 - Professional clinics taught by touring Professionals
- *We now have a credentialed USA Pickleball referee and can host sanctioned tournaments (the only one in our geographical area of Northwest Florida)

The Current Growth of Pickleball

Pickleball boasted 4.8 Million players last year; a participation growth of 39.3% since 2019 according to the Sports and Fitness Industry Association's 2022 Topline Participation Report. From 2019 – 2020 the biggest growth was from the 18-24 year old age group with 21%.

THE HIGHEST GROWTH OF ANY SPORT IN HISTORY

The International Federation of Pickleball (IFP), the world governing body of Pickleball is working with the International Olympic committee to establish Pickleball as an Olympic Sport.

Financially, Professional Pickleball has expanded across the country and is attracting big names. Milwaukee Bucks owners Mark Lasry and Gary Vaynerchuk have made investments in Major League Pickleball. The owner of the Carolina Hurricanes has purchased the Pro Pickleball Association and Pickleball Central.

"The pandemic was very good to Pickleball" said Mike Barnes (The owner of Selkirk – the largest manufacturer of Pickleball paddles and equipment). "The company has tripled in size since 2020. Across the industry entry-level paddles and nets were sold out and we've continued to see that growth continue since".

Many athletes and celebrities now play Pickleball to include –

Andrea Agassi

Michael Phelps

Larry David

Melinda Gates

Ellen DeGeneres

Jamie Foxx

Leonardo DiCaprio

The Williams sisters (Venus and Serena)

Have The Time Of Your Life!

What makes the *Minto US OPEN Pickleball Championships* unique?

Well, it's the largest pickleball tournament in the world! That's certainly part of it. And it's the biggest pickleball party in the world with 25,000 spectators!

That's most definitely part of it.

But it's more. The Open isn't just another pickleball event, it's a pickleball experience. The energy, the spirit of community, the pure joy and fun are unlike anything you'll find at an ordinary tournament. Ask anyone.

So make a memory. Join us in beautiful Naples, Florida in April, 2023 for the 7th Annual *Minto US OPEN Pickleball Championships*.

You haven't really experienced pickleball until you've been to The Open.

East Naples Community Park

3500 Thomasson Dr.

Naples, Florida



2022 USA Pickleball Facts and Highlights

- *9,524 known locations to play – 38,140 known courts (66 new places added every month)*
- *53,110 members (an increase of 43.5% since 2021)*
- *2,025 USA Pickleball Ambassadors*
- *153 Sanctioned tournaments (first ever indoor Championship in Hoover AL)*
- *Awarded 87 Community grants and 24 High School Grants*
- *21 new referees (198 certified and 489 level 1 and 2) 1 referee in our area, 1 in training*
- *Our region of South Atlantic has the most players*

1,087,000

Councilmember Schmidt inquired as to the minimum required number of pickleball courts to be able to entice big competitors to come to Destin and run a successful pickleball tournament.

According to Ms. Clinkscales, there is no established minimum requirement for a number of pickleball courts to be able to host a tournament; adding they do not have much at this time and would appreciate anything the city is willing to provide.

Councilmember Hebert noted that the city has taken the initiative to find proper locations for more pickleball courts in Destin.

Councilmember Destin requests staff provides a preliminary report to council on the progress of their initiative at the next meeting.

2. PUBLIC COMMENTS

Ms. Cary Harbarger, a Destin resident, announced the recent passing of Ms. Jane Moore, a former City of Destin employee. She also noted that a parcel of land located at the foot of the Marler Bridge has recently become available. She urged the council to entertain the possibility of obtaining that land as it is a great opportunity to own a piece of the harbor.

3. CONSENT AGENDA

- Single-Family Residential Marine Construction Proposed at 339 Calhoun Avenue (Parcel ID 00-2S-22-0630-0000-17A0)
- Single-Family Residential Marine Construction Proposed at 4153 Belcourt Dr (Parcel ID 00-2S-22-4600-0000-0080)

- C. Single-Family Residential Marine Construction Proposed at 516 Osceola Drive (Parcel ID 00-2S-24-2186-000F-0540)
- D. Single-Family Residential Marine Construction Proposed at 529 Norriego Road (Parcel ID 00-2S-24-2186-000F-0030)
- E. Single-Family Residential Marine Construction Proposed at 621 Calhoun Ave (PARCEL ID: 00-2S-22-0630-0000-20A2)
- F. Single-Family Residential Marine Construction Proposed at 441 Calhoun Avenue (PARCEL ID: 00-2S-22-0310-000D-0890)
- G. Ninety percent (90%) Plans for Gulf Shore Drive Extension at Norriego Point Park
- H. Code Compliance Monthly Activity Report
- I. Request for use of ROW for Boathouse Oyster Bar 5k Run
- J. Operations Financial Report
- K. Capital Project Status
- L. Approval of minutes of May 2, 2022 Regular City Council Meeting
- M. Draft Minutes of Board and Committees
- N. Monthly Committee Absentee Report - April 2022

Motion by Councilmember Hebert, seconded by Councilmember Wagner, to approve Consent Agenda items 3A thru 3N, with the exception of items 3G and 3J, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

There were some discussions relative to Consent Agenda item 3G – *Ninety percent (90%) Plans for Gulf Shore Drive Extension at Norriego Point Park*. Councilmember Braden asked how they could keep the people from the marina from filling up those parking spaces.

According to the Land Use Attorney, staff has come up with several ideas. One was to establish a no overnight parking regulation. She stated that condominium owners are city residents and therefore authorized to use the park; however, establishing a no overnight parking rule will discourage people from parking there for long period of time. They could also put up some towing signs at council’s discretion. Nevertheless the parking lot cannot be used at all until the condominium facility received a certificate of occupancy.

Councilmember Braden moved for approval of Consent Agenda item 3G – 90% Plans for Gulf Shore Drive extension at Norriego Point, seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

With regards to Consent Agenda item 3J. *Operations Financial Report*, Councilmember Braden inquired as to the significance of item 122-4 – *Charges for service of \$418,500*, which is located under Section 122 – *Parking Fund*.

Finance Director Krystal Strickland explained these are the estimated amount of parking fees that they collect from all of the paid parking locations throughout the city for the next fiscal year.

Councilmember Braden moved for approval of Consent Agenda item 3J – Operations Financial Report, seconded by Councilmember Hebert. Motion passed 7-0

(Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

4. CITY MANAGER REPORTS

A. Council Meeting Schedule for July, November and December of 2022

The Deputy City Manager explained staff’s recommended changes to the regular city council meeting schedule for the remainder of the year.

The City Attorney noted that Councilmember Bagby expressed concern about obligating future council members to future meetings since there will be an election in November 2022. He recommends amending the current council resolution regarding council meeting schedules and build in some sort of provision that at a specific timeframe in each calendar, city staff will bring an item to the council reflecting that the council will adopt a regular council meeting schedule tailored to the budget season and the holiday season each year.

Councilmember Hebert moved to direct the City Manager and City Attorney to bring back an amended resolution at the next council meeting, reflecting that the council will adopt a regular council meeting schedule tailored to the budget season and the holiday season each year; seconded by Councilmember King. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

B. Subaward Agreement Extension - Restore Act/Captain Royal Melvin

The City Manager noted that the end date of the agreement was May 31, 2021. Amendment one to the original subaward agreement was executed on October 5, 2021 and extended to May 31, 2022. This amendment extends the ending date to June 30, 2022. The county is also requesting an extension from the U.S. Treasury beyond their grant ending date of June 30, 2022. Once the county extension is granted by the U.S. Treasury, the county can offer the city another extension if necessary.

Councilmember Hebert moved to authorize the mayor to execute Amendment Two to the Subaward Agreement No. 2020-R14; seconded by Councilmember Wagner. Motion passed 6-1 (Council members Schmidt, King, Hebert, Bagby, Destin, and Wagner voted “yes”; Councilmember Braden voted “no”).

C. Announcements

- Peace Officers Memorial Week celebration is from May 15 – May 21. Encourage everyone to show their appreciation to the Sheriff’s Department and all local law enforcement officers.
- Week of Blessings from May 22nd to May 27th. Staff will send schedule to council and post the schedule on the city’s website.
- Budget Workshop on Tuesday, May 17th, at 5:30 PM
- Budget Workshop on Thursday, June 23rd, at 5:30 PM
- City Council Workshop – LDC Chapters 1 and 2 amendments – on Tuesday, June 28th, at 5:30 PM

- City facilities will be closed on Monday, May 30th, in observance of Memorial Day Holiday
- Memorial Day Ceremony is on Monday, May 30th, beginning at 11:00 AM at the Destin Memorial Ceremony
- Public Works Administrative Division has moved over to the Public Works Building. Code Compliance Department is scheduled to move from the Annex to City Hall building
- Mr. Danny Sullivan has been named the Deputy Code Compliance Director
- The most up-to-date beach conditions for Destin and Fort Walton Beach are being sent by text. Anyone interested in the daily updates on beach conditions and severe weather can text BEACH to 44144.

5. PUBLIC HEARINGS

- A. Second 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.

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

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

Councilmember Hebert moved to adopt Ordinance 22-06-LC on second reading; seconded by Councilmember King. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes").

- B. Second 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

The City Attorney read proposed Ordinance 22-08-CN by title, and then presented the ordinance to the city council on second reading.

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.

The Mayor Pro Tem opened a public hearing to receive comments for or against the proposed ordinance.

Mr. Mike Abadie, a Destin resident and livery operator, noted that this moratorium affects the legal livery operators but not the illegal operators. There are still over 2 dozen illegal advertisement on the internet and illegal activities going on in the city's waterways. He also stated that livery operators have recently met with the mayor and City Manager and discussed this issue as well as offered their recommendations.

The City Manager noted they have increased Code Compliance officers' presence at Joe's Bayou and at the harbor over the past two weekends. Multiple verbal warnings were given out to the illegal operators to educate them on the rules. Several cancelled their rental commitments once they were approached by the officers. The Sheriff's Department has also increased their patrol of those areas. He opined that that the mere presence of Code Compliance officers and law enforcement officers seemed to dramatically decrease illegal activities in those areas. He added that the Land Use Attorney is currently writing some code amendments that would assist in their code enforcement capability.

According to the Land Use Attorney, they are in the process of obtaining new signage. They have changed and improved the signage to specify that it is not only a prohibition on commercial activity at Joe's Bayou and similar areas of the city but also specifically referencing that rental pontoon cannot come and go from those locations. As far as enforcement and training of city staff, they are scheduling some training this week with the new Code Compliance Deputy Director and new staff on this subject.

Having no further comments from the public, the Mayor Pro Tem closed the public hearing portion of this item and turned the matter over to the city council for discussion and consideration.

Councilmember King moved to adopt Ordinance 22-08-CN on second reading; seconded by Councilmember Wagner. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes").

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

A. Councilmember Braden

- 1. Nomination for appointment to the Town Center CRA Advisory Committee - Dorothy Robinson**

Councilmember Braden moved to appoint Dorothy Robinson to the Town Center CRA Advisory Committee; seconded by Councilmember Wagner. Motion passed 7-0

(Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

Councilmember Braden asked if staff is keeping records of rogue operators who received verbal warning from the city.

The City Manager stated this is one of the things they are in the process of improving. Code Officers have been advised to record all citations and any type of contact with rogue operators to make sure they are trackable, and which are to be included in their report to council.

According to Deputy Code Compliance Director Danny Sullivan, they are investigating all the complaints relative to commercial activities with the rogue vessels that they have been receiving. They are also logging the vessel numbers in COMPASS, the city’s new online system, for tracking purposes. He has also been speaking with a lot of livery operators and providing them a copy of his business card and encouraging them to take pictures of any rogue vessels they see and provide those to the city to help the city take the appropriate actions.

Councilmember Braden inquired as to the status of the property at Crystal Beach which they are looking to condemn.

The City Attorney reported that everything is moving forward. The eminent domain complaint has been drafted and circulated with staff. They have received the title work for the property, and that they are finalizing their contract with the property appraiser. There are other legal documents, such summons, that area being drafted.

Councilmember Braden request the topic – *Signage from Airport Road to the Marler Bridge* – be placed under his name on the next council meeting agenda for discussion.

- B. Councilmember Wagner
- C. Councilmember Destin

Councilmember Destin moved to direct the City Manager and City Attorney to approach the owner of the parcels located on the north side of the Marler Bridge that have recently become available to find out if they would entertain an offer from the city. Councilmember Hebert provided a second to the motion, which passes 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

- D. Councilmember Bagby

Councilmember Bagby congratulated Mr. John Stephens on his appointment by Governor DeSantis to the State Boating Advisory Committee.

Councilmember Bagby stated that he plans to bring back an updated procurement policy and an issue related to the Friends of the Library at the next council meeting.

- E. Councilmember Hebert
- F. Councilmember King

G. Councilmember Schmidt

Councilmember Schmidt recommends that once locations of the city's transient slips are collected, to conduct a brief survey of those locations to see whether they need to crack down on individuals that are not following the city as well as the state's transient slip requirements.

Councilmember Schmidt also recommends publishing a list of the city's transient boat slip's locations on the city's website.

- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

7. PUBLIC COMMENTS

Having no further business at this time, the meeting was adjourned at 7:12 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
BUDGET WORKSHOP
DESTIN CITY COUNCIL
MAY 17, 2022
ANNEX COUNCIL CHAMBERS
5:30 PM**

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

Destin City Council

Mayor Pro Tem Dewey Destin	Mayor Gary Jarvis (virtual)
Councilmember Jim Bagby	Councilmember Terésa Hebert
Councilmember Johnny King	Councilmember Kevin Schmidt
Councilmember Bobby Wagner (virtual)	

City of Destin Staff

City Manager Lance Johnson	Deputy City Manager Webb Warren
City Clerk Rey Bailey	Finance Director Krystal Strickland
Grants/Projects Manager Jeffrey Cozadd	Senior Accountant Rhonda Greene
Library Director Wen Livingston	Parks/Recreation Director Lisa Firth
Deputy Parks/Recreation Director Ryan Reed	Public Works Director Michael Burgess
Community Development Director Louis Zunguze	City Attorney Kyle Bauman
Land Use Attorney Kimberly Kopp	

CALL TO ORDER

Mayor Pro Tem Dewey Destin called the meeting to order at 5:30 PM.

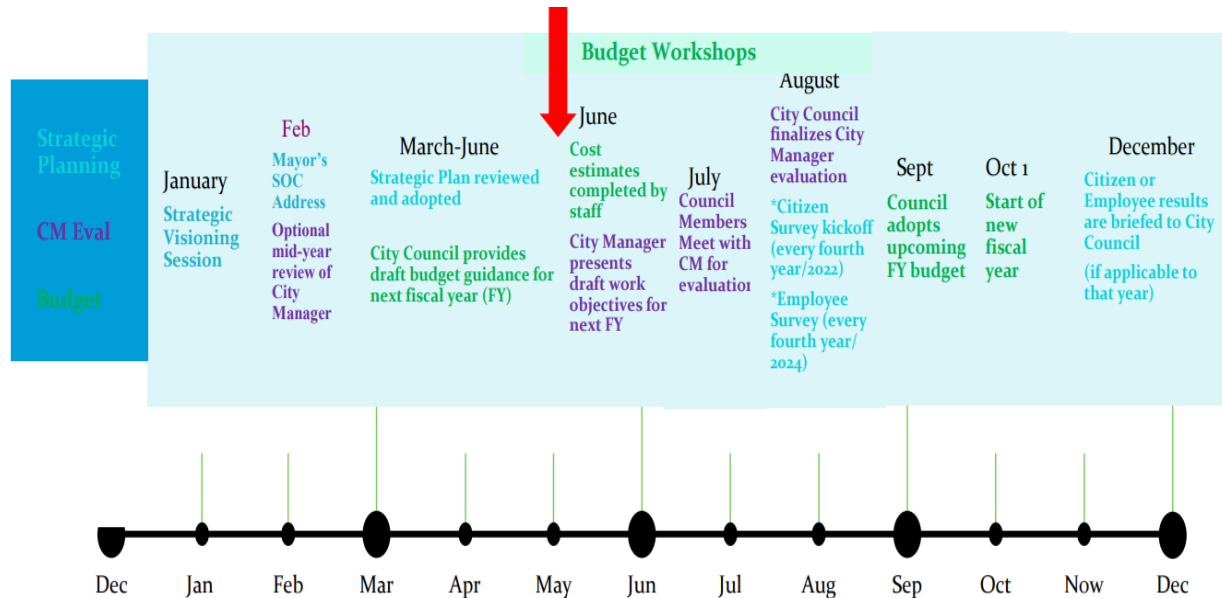
WORKSHOP

A. Fiscal Year 2003 Budget Workshop

Deputy City Manager Webb Warren provided a brief summary of the Fiscal Year 2023 Budget process:

- City Council Strategic Visioning Session held in January 2022
 - ❖ Council voted in March 2022 to approve council objectives
- Operational Budget Workshop – Tonight
 - ❖ Council provides guidance on next fiscal year's budget
- Capital Budget Workshop – June 23, 2022
- Adoption of Tentative Millage Rate and certify to Property Appraiser on August 1, 2022
- Adoption of a Balanced Budget – September 2022

Strategic Planning , City Manager Evaluation and Budget Cycle **Calendar Year Timeline**



3 Kinds of Priorities:

- Critical
 - ❖ Must be successfully accomplished within a specified time, no matter what.
 - ❖ Resources from “Desirable” priority items may have to be acquired to meet the established deadline (1-3/year).
- Important
 - ❖ Have fixed resources with varying time requirements and/or objectives
- Desireable
 - ❖ Have variable resources and time.
 - ❖ The organization desires an outcome but cannot absolutely commit specific resources over a specified timeframe.
 - ❖ Resources are diverted to critical priorities when required.

Council Objectives:

- Critical Priorities
 - 1.1 – Offer livable wages & benefits to attract and maintain high caliber qualified staff.
 - 1.2 – Work Work with stakeholders to pursue the Destin City Center.
- Important Priorities
 - 1.3 – Complete two-lane Crosstown Connector
 - 1.4 – Public beachfront acquisition initiative
 - 1.5 – Underground utilities
 - 1.6 – Zerbe Street/Calhoun Avenue Phase II – Design pedestrian pathway under the Marler Bridge
- Desirable Priorities
 - 1.7 – Annexation of unincorporated enclave
 - 1.8 – Transit/Trolley System
 - 1.9 – City Marina (Phase 1 Feasibility Study)
 - 1.10 – Improve parking, explore options (i.e., garage, surface, etc.)
 - 1.11 – Beach renourishment, planning and scheduling

Next, Finance Director Krystal Strickland outlined the City of Destin Fiscal Year 2023 Operational Budget.

General Fund Revenues

	FY 2021	FY 2022	FY 2022	FY 2023	%
ACCOUNT DESCRIPTION	ACTUALS	ADOPTED	PROJECTED	PROJECTED	Change 22 vs 23
Taxes	\$ 11,740,988	\$ 10,188,604	\$ 10,322,716	\$ 10,527,600	2.0%
Licenses & Permits	2,885,812	2,826,871	2,838,818	3,072,450	8.2%
Intergovernmental	8,053,048	2,763,870	3,166,563	3,238,913	2.3%
Charges for Services	937,122	331,398	447,075	463,900	3.8%
Other Revenue	135,803	122,742	55,890	311,901	458.1%
Total GF Revenue	23,752,772	16,233,485	16,831,063	17,614,764	

- Taxes: Ad Valorem, CST, BTRs, Gas Tax#1
- Licenses & Permits: franchise fees, rental registrations, zoning reviews
- Intergovernmental: State ½ Cent; Municipal sharing; TDC & FDEP Ops; FDOT medians, traffic signals, hwy lighting; County Library Cooperative

General Fund Revenue Highlights

- Ad Valorem: 04/15/2022 uncertified taxable values rose 3% (\$6.083MM to \$6.289MM)
- Licenses & Permits INCREASE \$233k: \$200k attributed to solid waste franchise increase from 1% to 6%
- Other Revenue INCREASE \$256k: \$200k attributed to estimated interest earned
- Reminders:
 - ✓ Parking fees (\$400k/yr) moved to Parking Fund 122
 - ✓ Building Permit Fees (Permits \$900k/yr) moved to Building Fund 111
 - ✓ New 2% Electric Franchise fee recorded in “restricted” 315 Fund

FY 2023 Revenue Projects

- Reviewing/revising the Schedule of Fees for all departments with possible increases in Parks and Recreation and Community Development fees
- Exploring incorporation of parcels within City Limits
- Impact Fee Study underway
- Building Permit Fee Study planned for FY 2023
- Business Tax Receipt fee study planned (simplification to encourage compliance)

Ad Valorem – Actual vs. Projected

	<u>FY2021</u>	<u>FY2022</u>	<u>Amount of</u>	<u>%</u>
	<u>Actual</u>	<u>Projected</u>	<u>Increase</u>	<u>Change</u>
GF Ad Valorem @ 1.6150	\$ 8,069,061	\$ 8,685,256	\$ 616,195	7.6%
Town Center CRA (city)	290,297	397,430	107,133	36.9%
Harbor CRA (city)	331,449	354,898	23,450	7.1%
	<u>\$ 8,690,807</u>	<u>\$ 9,437,584</u>	<u>\$ 746,777</u>	

**To be updated when certified
data received from Okaloosa
Property Appraiser (by July 1)**

Ad Valorem – at Different Millage Rates

Ad Valorem Taxes Payable per Household

Two scenarios to demonstrate the difference 1/10th of a mill creates

	<u>1.6150</u>	<u>1.7150</u>	<u>Variance</u>
Property Taxable Value			
\$100,000	\$161.50	\$171.50	\$10.00
\$475,000	\$767.13	\$814.63	\$47.50

Zip code 32541 median real property value = \$475,000

Funding to the City at the two Different Millage Rates

	<u>1.6150</u>	<u>1.7150</u>	
Total Taxable Property Taxable Value*			
\$5,843,705,555	\$9,437,584	\$10,021,955	\$584,371

*for budgetary purposes use 95% of value

**To be updated when certified data
received from Okaloosa Property
Appraiser (by July 1)**

General Fund Expenditures

ACCOUNT DESCRIPTION	FY 2021 ACTUALS	FY 2022 ADOPTED	FY 2022 PROJECTED	FY 2023 PROJECTED	% Change 22 vs 23
General Government	\$ 3,326,395	\$ 4,354,106	\$ 4,018,045	\$ 4,429,486	10.2%
Public Safety	2,996,101	3,245,704	3,186,954	3,433,630	7.7%
Transportation	1,663,328	1,852,003	1,661,210	2,192,323	32.0%
Culture & Recreation	2,943,335	3,709,787	3,546,999	4,511,427	27.2%
Others/Debt Svc/Cap Outlay	4,642,458	504,693	444,769	481,459	8.2%
Total GF Expenditures	15,571,617	13,666,293	12,857,977	15,048,325	17.0%

Salaries & Benefits, Fuel, and Cost of Equipment have risen for our contractors.

ACCOUNT DESCRIPTION	FY 2021 ACTUALS	FY 2022 ADOPTED	FY 2022 PROJECTED	FY 2023 PROJECTED	% Change 22 vs 23
Salaries	\$ 3,938,276	\$ 5,101,250	\$ 4,476,210	\$ 6,002,365	34.1%
Benefits	1,421,705	1,624,440	1,561,262	2,168,178	38.9%
Contracts	3,690,523	4,253,784	4,023,773	3,905,144	-2.9%
Operations	2,057,829	2,319,457	2,590,040	2,784,544	7.5%
Other/Contr/Debt/Cap	4,463,284	367,361	206,692	188,094	-9.0%
Total GF Expenditures	15,571,617	13,666,293	12,857,977	15,048,325	17.0%

General Fund Expenditures Highlights

- Salaries & Benefits drive most of the increase (see Personnel slides)
- Fuel and labor costs are affecting median maintenance, park maintenance, and utility costs to run stormwater pumps, streetlights, park lights, and are also affecting costs of fertilizer and chemicals used to maintain and clean our parks.
- Capital Outlays for FY2023 are still under review and will be brought to the June Budget Workshop. Funding from capital grants (\$6m), RR fund balance (\$1.3m), Oka Half Penny (\$4m), Impact fees (\$2.6m), and excess general fund balance will be available for appropriation.

Personnel: 99 Full Time and 29 Part Time

- 8.54% Cost of Living*
- 2% Merit
- Estimated Insurance increase 7%
- New Positions
 - 4 FT wishlist: Engineering, Stormwater, Facilities, Parks
 - 1 PT wishlist: Finance Intern (max 29 hours/week x 16 weeks/year)
- Currently recruiting to fill 14 FT and 11 PT vacancies

**Per staff policy for recommendations of annual CPI/COLA to City Council*

	FY 2022 PROJECTED	FY 2023 PROJECTED	% Change 22 vs 23
Salaries + OT	\$ 4,997,369	\$ 6,670,611	33.5%
Benefits	1,737,782	2,413,551	38.9%
ALL FUNDS	\$ 6,735,151	\$ 9,084,162	34.9%

FY 2023 Regular			
Salaries	Full-Time	Part-Time	Total
Employees	\$ 5,052,978	\$ 367,007	\$ 5,419,984
Vacancies	865,663	208,564	1,074,227
Wishlist	148,530	6,044	154,573
	\$ 6,067,170	\$ 581,615	\$ 6,648,785

FY 2023 Salary Components			
	Full-Time	Part-Time	Total
Salaries @ 04/02/22 Rates	\$ 5,480,197	\$ 525,455	\$ 6,005,652
COLA (8.54%)	468,009	44,874	512,883
Merit (2%)	118,964	11,286	130,250
	6,067,170	581,615	6,648,785

	FY 2023	Part-Time	Total
Employee Count	Humans	Humans	Humans
Active Employees	81	17	98
Vacancies	14	11	25
Wishlist	4	1	5
	99	29	128

Cost of 1 new FTE at \$15.50/hour			
Annualized Salary	\$ 32,240.00		
2% Merit	\$ 644.80	Min Benefits	Max Benefits
Avg Benefits	19,784.22	\$ 12,306.24	\$ 27,262.20
	\$ 52,669.02		

Full-Time Positions AFTER Salary Adjustments 04/02/2022					
New Avg					
Labor Type	Grades	# FT	Salary	min	max
General	101-103	26	\$ 38,467	\$ 30,201	\$ 51,251
Specialists	104-110	59	\$ 52,751	\$ 31,200	\$ 79,644
Sr Mgmt	111-115	13	\$ 94,280	\$ 65,000	\$ 119,000

FY 2023 Benefit Components	Full-Time	Part-Time	Total
FICA	\$ 69,469	\$ 42,720	\$ 112,189
Retirement - Participating	624,598	-	624,598
Budget - 25 more positions will participate	69,427	-	69,427
Health & other Insurance Current Cost	1,391,615	-	1,391,615
Health Insurance 7% increase	97,413	-	97,413
Workers Comp (active)	96,243	-	96,243
Workers Comp (vacant & wishlist)	22,067	-	22,067
ALL FUNDS	\$ 2,370,832	\$ 42,720	\$ 2,413,551

Change in Fund Balance

Operating & Debt Service FUND 01 ONLY (General Fund)	FY 2021 ACTUALS	FY 2022 PROJECTED	FY 2023 PROJECTED	% Change 22 vs 23
Net Change in Fund Balances	898,653	(180,259)	1,026,560	
Fund Balance, Beginning	25,420,782	26,319,435	26,139,175	
Fund Balance, Ending	26,319,435	26,139,175	27,165,735	3.9%
Operating & Debt Service FUNDS 102, 110, 111, 122, 125, 129, 213, 214, 221	FY 2021 ACTUALS	FY 2022 PROJECTED	FY 2023 PROJECTED	% Change 22 vs 23
Net Change in Fund Balances	2,134,571	940,886	524,879	
Fund Balance, Beginning	356,096	2,490,667	3,431,553	
Fund Balance, Ending	2,490,667	3,431,553	3,956,432	15.3%
Operating & Debt Service Funds FUNDS 01-221	FY 2021 ACTUALS	FY 2022 PROJECTED	FY 2023 PROJECTED	% Change 22 vs 23
Net Change in Fund Balances	3,033,224	760,626	1,551,439	
Fund Balance, Beginning	25,776,878	28,810,102	29,570,728	
Fund Balance, Ending	28,810,102	29,570,728	31,122,167	5.2%

01 General Fund
102 Town Center CRA District
110 Harbor CRA District
111 Building Fund
112 Parking Fund
125 Technology Fund
129 Oka 1/2 Penny Infra Surtax
213 Debt Service 2013 Note
214 Debt Service 2014 Note
221 Debt Service 2021 Note

Fiscal Year 2023 Operating Grants

FY 2023 Operating Grants	
FDOT Median Maintenance	\$ 39,600
FDOT Traffic Signal/Hwy Maint	146,300
FDEP Leonard Destin Park	156,711
TDC Beach Operations*	458,402
County Library Cooperative	71,500
TOTAL Operating Grants	\$ 872,513

DISCUSSIONS:

Councilmember Schmidt inquired as to the reason for the drop in advertising budget line item.

Ms. Strickland explained that projected costs for advertising for the next fiscal year have not actually dropped. They are being absorbed by each of the other departments involved. She continued that the City Clerk's Office has been traditionally paying for all of the expenses. They gathered the data from all the different departments. Advertising costs for next year are being allocated out to the other departments that are actually behind the costs.

Councilmember Bagby commented that even though they are no longer required to advertise in the paper, and that they now have the option to advertise on the city's website, he still believes they should continue to do so.

Council members Destin and Hebert echoed Councilmember Bagby's sentiment with regards to newspaper advertising.

Councilmember Bagby asked whether they should consider removing the pedestrian pathway under the bridge and moving annexation up on their list of objectives.

Ms. Strickland stated they are not part of the operating budget, but council can discuss them at the next budget workshop.

Councilmember Bagby asked if they could expect a solid waste franchise fee increase of 6 percent.

Ms. Strickland noted that during a previous council meeting, they discussed potentially increasing the solid waste franchise fee from 1-6 percent. The council voted to keep it at one percent at this time and asked staff to bring back a plan to potentially restrict those funds.

Councilmember Bagby asked when they could expect to receive the result of the impact fee study.

According to Community Development Director Louis Zunguze, they can expect to receive the result of the impact fee study before the end of calendar year 2022.

Ms. Strickland pointed out that by state statutes, impact fees are for growth necessitated capital improvements. When the impact fee study report comes before the council for their review and approval, they would take those revenues into consideration in the capital project budgeting process.

Councilmember Bagby inquired as to the cutoff date of the personnel compensation study.

Ms. Strickland noted that the effective date of the new salary increases was April 2, 2022. Two Cost of Living Allowance (COLA) rates are being proposed. One for those who received the adjustments on April 2nd and the other for those who received no adjustments.

Councilmember Bagby asked when the facilities study being conducted by the Matrix Design Group be completed, and whether they would be able to incorporate their numbers into next fiscal year's budget.

Public Works Director Michael Burgess noted that city staff will be meeting with members of the Matrix Design Group tomorrow morning and will start the process immediately afterwards; adding that the goal is to complete the study in 8 weeks.

According to Ms. Strickland, they expect to have those data by July 2022. The council will set the tentative millage rate on August 1st. They have to certify their millage rate to the county on August 4th. Following that, they could only decrease and not increase the millage rate.

Councilmember Hebert announced that the Tourist Development Council (TDC) will meet at 8:30 AM tomorrow to discuss their next fiscal year's budget. She will be in attendance as the city's primary representative to TDC, but she is also encouraging other members of the council to attend and represent the city at that meeting. She stated that the county and the TDC have previously promised to help maintain all the parks and beaches for both the tourists and residents, but they seemed to be reneging on that promise. She continued they need to let the county and TDC know they are fully expected to fulfill their promise to the city.

Ms. Strickland noted that she had reviewed the proposed TDC budgets that will be presented at tomorrow's meeting. The city requested \$458,000 to help operate and maintain all the city's beach access points and waterfront parks. The budget TDC is presenting is reduced to \$258,000, and that the TDC had asked the city to use \$200,000 of the city's portion of the 12.5 percent that has been allocated to the municipalities.

The City Attorney stated that the feeling of city staff with regards to the 12.5 percent funding allocation is that it is more geared for capital type projects and not for ongoing and operational type expenses. Traditionally, 70 percent of the city's beachfront maintenance costs come out of just the TDC funding.

Councilmember Hebert stated that the city is merely asking for their fair share to continue to provide their pristine beaches and clean parks and meet everyone's expectation.

Councilmember Bagby recommends they make it known at tomorrow's meeting that in addition to Fort Walton Beach, they also have the Niceville and Valparaiso residents and tourists that visit the Destin parks and beaches.

The mayor noted this will be the first year they will have self-collection. They will know exactly the amount of revenue the city is bringing into the county. They have been at the whim of the county as to how much is generated in Destin itself that finances a large portion of the TDC budget. He believes the city will be in a much better position in their budgetary discussion with the county next year to make arguments regarding the city's fair share and what they should request from the county.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 6:50 PM.

Gary Jarvis, Mayor

ATTEST:

—

Rey Bailey, City Clerk__

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**BOARD OF ADJUSTMENT
DESTIN CITY HALL BOARDROOM
WEDNESDAY, MAY 4, 2022
5:30 P.M.**

1. CALL TO ORDER:

Vice Chairman Emerson called the Board of Adjustment Meeting to order at 5:30 p.m., on Wednesday, May 4, 2022, at Destin City Hall Boardroom.

2. ROLL CALL & PLEDGE OF ALLIGENCE:

Present:

David Emerson
Daniella Piper
Cyron Marler
Robert Pinard

Absent

Kimberley Mergler
James Moomaw
Tom Weidenhamer

Staff Present:

Kim Montgomery Deputy City Clerk
Steven O'Connor Principal Planner
Daniel Butler Senior Planner
Sae More, Planner
Kimberly Kopp Land Use Attorney

3. APPROVAL OF MINUTES:

➤ **April 6, 2022**

Motion to approve the minutes of the April 6, 2022 meeting was made by Board member Marler, with Vice Chair Emerson providing the second. The motion passed 4-0.

4. NEW BUSINESS:

A. 22-15-VR Variance Request 120 Sandprint Circle

According to staff member Sae More, the applicant, Robert Yanchis, Intellichoice Builders LLC, on behalf of Wharton James, Wharton Properties, III LLC, is requesting a Variance from Land Development Code, Article 7.12.00 – Zoning Regulatory Controls, Setback Requirements. The proposed project request intends to add a stairway into the front setback for a front door to access the second floor balcony/entrance of the preexisting building at 120 Sandprint Circle as seen in the application narrative. Additionally, 120 Sandprint Circle is within the Gulf Resort Mixed Use (GRMU) zoning district which requires to maintain a minimum front setback of 20' and 7.5' side setback. The proposed plans for the staircase indicate 11.7' front setback and 6.5' side setback. If approved, the application will not meet the setback requirement for Gulf Resort Mixed Use (GRMU) set forth in the Land Development Code (LDC), Article 7.12.00 – Zoning regulatory controls, Article 7.12.06. Zoning districts, Table 7-3, Table of Dimensional Regulations. It is staff's findings that in order to authorize the appeal for the requested variance from the terms of any zoning ordinance, would be contrary to the public interest when owing to special conditions, a literal enforcement of the provisions of

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such ordinance would result in unnecessary and undue hardship. Additionally, to authorize any variance from the terms of the conditions, the Board of Adjustment must find that the request meets all six requirements set forth in the code. After performing a review of the proposed variance request, it is staff's recommendation is to deny the request as all the required findings have not been met. Approval of the variance will afford privileges to the applicant not afforded to other properties within the same zoning district and would conflict with the Schedule of Dimensional Ordinance No 21-03-LC and Comprehensive Plan Policy 3-1.5.9, Policy 2-1.3.5. Therefore, staff does not recommend the Variance Request.

The LUA explained that staff is recommending denial and the applicant has the burden of proving that the criteria are met and if he can do that, they can approve the variance.

Mr. Yanchis explained to the Board members that the way the home was built, in order to access the house, people have to go to the back side of the property. Explaining further that they designed the staircase to have the minimums impact as possible, but the issue is that there is no way to construct a staircase without encroaching into the setbacks. He further stated that there is a provision in the code that provides for an additional encroachment into the setback however, they just could not get the design made to accomplish that.

Board member Pinard asked if the code requirements for the setbacks were in place prior to the homeowner purchasing the property. With the affirmative answer from the LUA, Board member Pinard then asked if there is any other reason beside deliveries being an issue as to why he would want the stairs built. Mr. Yanchis added that the homeowner bought the home as a secondary home and are looking to it being more of a vacation home and ultimately a retirement home in the future. Currently there are renovations being done for water intrusion and at the same time, they were looking into make some modifications to further enhance the functionality of the house.

There was a discussion regarding the owner wanting to put the home on short term rental program because of the modifications being made. The LUA explained that although the Variance request has nothing to do with short term rental, she asked Mr. Butler to provide the information.

Mr. Butler explained that in order for the owner can currently rent the home for short term rentals. However, to add additional bedrooms to the dwelling as they are intending to do, they would have to bring the parking into code since there are currently only two spaces. And if the Variance was approved they would not be able to add the additional required parking.

Board member Piper questioned if there were any safety concerns with the property. According to staff there are not any that they is aware of.

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Board member Marler spoke of how setbacks are put in place for a reason and he does not agree with changing them.

Motion by Board member Marler to deny the proposed Variance request 22-15-VR with Board member Piper providing the second. The motion passed 4-0.

For the record, the LUA admitted Staff's exhibits, agenda item and all staff's documentations into the record as Staff's Exhibit A. Vice Chairman Emerson accepted the documents into the record.

5. ADJOURNMENT:

There being no further business the meeting was adjourned at 6:00 p.m.

Adopted and approved this _____ day of _____ 2022.

David Emerson, Vice Chairman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 6, 2022

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Lance Johnson, City Manager
Louis Zunguze, Community Development Director

FROM: Noell Bell, Chief Building Official

DATE: May 20, 2022

SUBJECT: Workflow Process for Property Maintenance and Unsafe Building Abatement Code (update)

I. BACKGROUND: At the April 18, 2022 City Council meeting, Mayor Jarvis requested that Staff and Land Use Attorney update the Unsafe Abatement Building Code and bring back a much clearer, more proficient, and aggressive abatement process for nuisance and problem properties in the community. Councilmember Bagby suggested Staff develop a matrix, similar to the one they created for derelict vessels a few years back. 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.

II. DISCUSSION: Staff is currently working to address these issues and will propose the following:

- Elimination of the adoption by reference of the Property Maintenance Code, and write it into the Code of Ordinance, as an additional Section (Section III), in Chapter 6 and customized to meet local needs and conditions.
- Redact the Unsafe Building Abatement Code from the Land Development Code (LDC) Chapter 20, as it is covered in the Property Maintenance Code.
- Create a process, which would include a matrix and timeline, for Staff when the City is required to demo a derelict structure as ordered by the Magistrate when the property owner fails to comply.

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: Councilman Bagby

III. CONCLUSION: Staff will bring to City Council a plan for an updated abatement process, as well as a process including matrix and timeline for demolition of derelict structures.

IV. RECOMMENDED MOTION: None- Informational Only

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 6, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Rey Bailey, City Clerk
Lance Johnson, City Manager
Webb Warren, Deputy City Manager

FROM: Kyle Bauman, City Attorney

DATE: May 26, 2022

SUBJECT: Resolution 22-07 - Adopting Council Meeting Schedules for the Remainder of Calendar Year 2022

I. BACKGROUND: Due to the intensive budget season and holidays, the City Council previously directed City staff to propose a new regular meeting schedule for the calendar year 2022 tailored to address these potential limitations.

II. DISCUSSION: The attached Resolution 22-07 specifies the dates the City Council will hold its regular meetings the remainder of the calendar year 2022. This resolution only addresses the calendar year 2022 and not future years. Future years are addressed in Resolution 22-08, which will also be considered by the City Council at this meeting.

Specifically, City staff recommends the City Council conduct its regular meetings on the following days, beginning at its usual 6pm start time, for the remainder of the calendar year 2022 (specific notes in parentheses):

June 20, 2022

July 11, 2022 (Due to the intensive budget season and frequent workshops, City staff recommends consolidating the Council's July meetings into one meeting on the second Monday of the month)

August 1, 2022

August 15, 2022

September 8, 2022 (Due to Florida law, the City must hold its budget hearing on Thursday,

September 8, 2022. City staff proposes that the Council conduct its budget hearing at 5:30pm and then move its regular meeting from its typical September 6th date to 6pm on September 8)

September 19, 2022

October 3, 2022

October 17, 2022

November 7, 2022

November 28, 2022 (The Council would typically hold its second November meeting on November 21; however, Thanksgiving is November 24th. To accommodate normal travel schedules, City staff recommends the Council move its second November meeting to November 28th).

December 12, 2022 (To accommodate holiday travel schedules, City staff recommends consolidating the Council's December meetings into one meeting on the second Monday of the month).

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: To address Council's concerns relating to the budget and holiday seasons, City staff recommends the City Council adopt the meeting schedule specified in Resolution 22-07. The City Council may accept these recommendations, or make any changes it sees fit.

IV. RECOMMENDED MOTION: I move to adopt Resolution 22-07.

Attachments:

1. Resolution 22-07 - Adopting Meeting Schedule for Remainder of Calendar Year 2022

RESOLUTION 22-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN ADOPTING ITS REGULAR MEETING SCHEDULE FROM JUNE 2022 THROUGH DECEMBER 2022; PROVIDING FOR AUTHORITY; PROVIDING FOR AMENDMENTS TO REGULAR MEETING SCHEDULE; AND AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that the budget season and the holiday season may impact the Council's ability to meet for the remainder of the calendar year 2022; and

WHEREAS, to minimize disruptions to the City Council's regular meeting schedule and provide ample notice to the public of the Council's regular meeting schedule, the Council desires to adopt the following meeting schedule for the remainder of the calendar year 2022; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Destin does hereby adopt the following calendar schedule for the remainder of the calendar year 2022

1. **Authority.** The authority for this Resolution is the City Charter and Section 286.0114, Florida Statutes.
2. **City Council Regular Meeting Schedule for the Remainder of the Calendar Year 2022.** The City Council shall meet on the following days for the remainder of the calendar year 2022:

June 6, 2022
June 20, 2022
July 11, 2022
August 1, 2022
August 15, 2022
September 8, 2022
September 19, 2022
October 3, 2022
October 17, 2022
November 7, 2022
November 28, 2022
December 12, 2022
3. **Amendments to this Calendar.** The City Council may amend this Resolution at any time so long as such amendment complies with the City Charter and Florida law.

4. **Supersedes Resolution 22-08.** The City Council is adopting new procedures relating to the adoption of its regular meeting schedule through Resolution 22-08. This Resolution supersedes and controls the Council's meeting schedule in the event of any conflict with Resolution 22-08.
5. **Effective Date.** This Resolution shall be effective immediately upon adoption.

SO DONE THIS THE ____ DAY OF _____ 2022

By: _____

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 6, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Rey Bailey, City Clerk
Webb Warren, Deputy City Manager
Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney

DATE: May 26, 2022

SUBJECT: Resolution 22-08 - Amending Rules and Procedures of Council Meeting

I. BACKGROUND: At the last Council Meeting, the City Council unanimously directed the City Manager and City Attorney to bring back an amended resolution at the next council meeting, reflecting the Council will adopt a regular meeting schedule tailored to the budget season and holiday season each year.

II. DISCUSSION: The attached Resolution 22-08 Amends the Council's established rules and procedures for Council meetings by requiring the Council to adopt a Resolution establishing the dates of its regular meeting schedule for the subsequent calendar year in December of each year. Specific changes are made in underline and strikethrough form in the attached Resolution.

- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**
- D. Legislative Sponsor:**

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to adopt Resolution 22-08.

Attachments:

1. Resolution 22-08 -- Amending Rules and Procedures of Council Meetings

RESOLUTION 22-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN ADOPTING RULES OF PROCEDURE FOR COUNCIL MEETINGS; PROVIDING FOR AUTHORITY; GENERAL RULES; TYPES OF MEETINGS; PRESIDING OFFICER AND DUTIES; ORDER OF BUSINESS; ORDINANCES, RESOLUTIONS, AND OPINIONS; CITIZEN PRESENTATIONS; SUSPENSION AND AMENDMENT OF RULES; AND AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the need to amend and adopt rules of procedure for Council Meetings; and

WHEREAS, it is recognized that rules of procedure will establish consistent agendas and orderly meetings; and

WHEREAS, the Council last amended its rules of procedure through Resolution 21-17; and

WHEREAS, the City Council recognizes that the budget season and holiday season may impact the Council's ability to meet each calendar year; and

WHEREAS, to minimize disruptions to the regularly scheduled meetings and provide ample notice to the public of regularly scheduled meetings, the City Council desires to amend its Rules of Procedure to establish a regular meeting agenda schedule established in December of each calendar year; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Destin does hereby adopt the following as Rules of Procedure for the City of Destin Council meetings:

(NOTE: Language in this resolution that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added)

1. AUTHORITY:

1.1 Authority: The authority for this resolution is the City Charter and Sec. 286.0114, Florida Statutes.

1.2 Rule Power: The Charter of the City of Destin provides that the Council may determine its own rules of procedure for meetings. Limiting mandates are provided by general law.

2. RULES ESTABLISHED:

2.1 Rules Established: The following set of rules shall be in effect upon their adoption by the Council and until such time as they are amended, or new rules adopted in the manner provided by these rules.

3. GENERAL RULES:

3.1 Meetings to be Public: All meetings of the Council shall be open to the public, except for such meetings as are exempt by general law.

3.2 Quorum: A majority of the members of the Council, free of voting conflict, shall constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time.

3.3 Compelling Attendance: The Council may adjourn from time to time to compel the attendance of absent members.

3.4 Minutes of Proceedings: Minutes of the meetings of the Council shall be kept by the City Clerk, except for such meetings as are exempt by general law.

3.5 Right of Floor: Any Council member desiring to speak shall first be recognized by the Presiding Officer and shall confine his or her remarks to the one subject under consideration or to be considered.

3.6 City Manager: The City Manager or his or her designee is expected to attend all meetings of the Council and shall have the right to take part in all discussions of the Council.

3.7 City Attorney: The City Attorney or his or her designee is expected to attend all meetings of the Council and provide guidance and opinions, on questions of law and shall act as the Council's parliamentarian by advising the Presiding Officer regarding matters of procedure.

3.8 City Clerk: The City Clerk or his or her designee shall attend all meetings of the Council and shall keep the official minutes of proceedings and perform such other duties as may be requested by the City Manager or Council.

3.9 Rules of Order: *Roberts Rules of Order Revised* shall serve as a guide to the proceedings of the Council to the extent they are not in conflict with these rules.

3.10 Motion to Reconsider: An action of the Council may be only at the same meeting at which the action was taken. A motion to reconsider may be made only by a Councilmember who voted on the prevailing side of the question and must be concurred in by a majority of those present at the motion to reconsider shall rescind the action.

3.11 Motion to Rescind: An action of the Council taken at a Motions to Rescind shall be governed by the following

1. A Councilmember seeking rescission of a previous action shall place a Motion to Consider Rescission on the agenda of a regular Council meeting. If a majority of the full membership of the Council approves the Motion to Consider Rescission, the Motion to Rescind shall be placed on the agenda of the next regular Council meeting. If less than a majority of the full membership vote in favor of the Motion to Consider Rescission, no Motion to Rescind, the previous action shall be considered by the Council.
2. Approval of a Motion to Rescind requires the affirmative vote of a majority of the full membership of the Council.
3. If a Motion to Rescind is approved, the Council shall, at the same meeting, either consider the previous action or set a date certain for its consideration.
4. Notwithstanding anything stated above, a Motion to Rescind initiated by a Councilmember who voted on the losing side in connection with the previous action shall not be in order unless the Council determines:
 - a. Subsequent information has become known that (i) would have been material to the Council's decision on the previous action and (ii) would have militated for a different result; or
 - b. A rescission of the previous action is imperative to avoid a material cost, risk, harm, or other jeopardy to the city or its citizens, and the material cost, risk, harm, or other jeopardy could not have been known at the time of the Council's previous action.
5. For purposes of the Motion to Rescind, a Councilmember who was absent for a vote on the motion in connection with the previous action is deemed to have been on the prevailing side of the vote.
6. There may be actions of Council taken regarding which the Council is estopped from rescinding.

3.12 Action Savings: No action taken by the Council shall be deemed void or invalid because of the failure to adhere to Robert's Rules of Order or the provisions of these rules of order and procedure, except as may otherwise be provided by general law.

4. TYPES OF MEETINGS:

4.1 Regular Meeting: The Council shall meet in the Council Chambers or another designated place within the City boundaries, for meetings. Regular Council Meetings are to commence at 6:00 p.m. unless otherwise specified. At a regularly scheduled meeting in December of each year, the City Council shall adopt a Resolution publishing the dates of its regular meetings for the next twelve months. This Resolution adopting the meeting schedule may be amended from time to time in the Council's discretion so long as it complies with the City's Charter and Florida law. Generally, regular meetings shall be held on the first and third Monday of each month except for National Holidays which fall on a Monday when the regular meetings shall be on the next Tuesday. However, the Council may adopt any regular meeting schedule for the next twelve months as it sees fit so long as it schedules at least one regular meeting each month in accordance with the City Charter. The Council shall specifically consider its meeting schedule in the months of July due to the intensive budget season, and the months of November, December, and January due to the numerous holidays which may interfere with Councilmembers' and the public's ability to attend meetings.

4.2 Special Meetings: Special Meetings may be held on the call of the mayor or any three (3) Councilmembers. The call for a Special meeting shall be filed with the City Clerk, except that an announcement of a special meeting during any regular meeting shall be sufficient for such special meeting unless otherwise provided by general law. When practical there shall be a twelve-hour notice to each Councilmember and local news media.

4.3 Adjourned Meetings: Any meeting of the Council may be adjourned to a later date and time.

4.4 Workshop Meetings: The Council may meet informally in workshop meetings (open to the public), at the call of the mayor or of any three (3) members of the Council. No ordinances, resolutions or other actions may be adopted at such meeting provided that the Council may direct staff to take actions that do not entail the expenditure of City funds.

4.5 Emergency Meetings: Emergency meetings may be held on the call of the mayor or a majority of the Councilmembers whenever there is a public emergency affecting life, health, property or the public peace, and whenever practicable, upon no less than one (1) hours' notice to each Councilmember and local news media.

4.6 Telephonic Participation: If a quorum of the City Council is physically present, other members of the City Council may participate, but not vote, by phone provided they can be heard on the record and they can hear the other members of the City Council and the participating public.

5. PRESIDING OFFICER AND DUTIES:

5.1 Presiding Officer: The Mayor, if present, shall preside at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem shall

preside. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the City Clerk for the purpose of electing a temporary presiding officer.

5.2 Call to Order: The meetings of the Council shall be called to order by the Presiding Officer.

5.3 Preservation of Order: The Presiding Officer shall preserve order and decorum; prevent attacks on personalities or the impugning of members' or motives, and confine members in debate to the question under discussion.

5.4 Points of Order: The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained?" A majority of the Council sitting and eligible to vote is required to reverse the ruling of the Presiding Officer.

5.5 Voting: Voting by registering votes on the electronic voting board meets the Charter requirement for roll call vote.

6. ORDER OF BUSINESS:

6.1 Order of Business: The general rule as to the order of business in regular meetings shall be as follows:

**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
PRESENTATIONS/ANNOUNCEMENTS** *(No public comments)*

(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).

2. PUBLIC COMMENTS *(Section 5 – Public Hearings have separate public comments time for these items)*

3. CONSENT AGENDA

4. CITY MANAGER REPORTS

5. PUBLIC HEARINGS

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

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

ADJOURNMENT

Agenda: The order of business of each regular meeting shall be as contained in the agenda. The agenda shall be a listing by topic of subjects to be considered by Council. A request to be on the agenda shall be presented in the prescribed form to the City Clerk by 12:00 noon on Wednesday, prior to the regular meeting. A preliminary agenda shall be published by 12:00 noon on Wednesday, prior to the regular meeting. Items may be deleted from the printed preliminary agenda, but items shall not be added. A final agenda with any items deleted, will be printed by 12:00 noon Thursday, prior to the regular meeting. When practical, backup material relating to agenda items are to be presented for the record and shall be given to the City Clerk by 12:00 noon Thursday, prior to the regular meeting. Council meeting packets shall be prepared by the City Clerk's office and ready for distribution by mid-afternoon on Thursday, prior to the meeting to which it pertains. If regular meetings are held other than on the scheduled meeting dates, a similar lead time schedule for agenda and packet materials shall be followed.

6.2 Opening Invocations: United States Supreme Court and Eleventh Circuit have consistently upheld the practice of delivering religious invocations before deliberative public bodies occurring prior to policymaking. See *Town of Greece v. Galloway*, 134 S. Ct. 1811 (2014); *Marsh v. Chambers*, 463 U.S. 783 (1983); *Atheists of Florida, Inc. v. City of Lakeland*, 732 F.3d 577 (11th Cir. 2013); The City recognizes that our City and Nation is comprised of individuals with a diversity of viewpoints, including but not limited to, faiths, religions, beliefs, and non-beliefs. Accordingly, the City will make reasonable efforts to invite, locate, and welcome individuals with a diversity of viewpoints to offer the opening invocation for the benefit of the City Council and the City's policies shall not be intended, implemented, or construed in any manner to affiliate the City Council with or express any preference for or against any faith, non-faith, or religious denomination. In recognition of the diversity of faiths, ideas, viewpoints, and various beliefs as referenced herein, it shall be the policy of the City that sectarian prayer may be allowed that is solemn and respectful in tone that invites the City Council members to reflect upon shared ideals and common ends before embarking on the business of governing. However, invocation speakers are hereby requested to refrain from exploiting the invocation period with proselytizing or advancing any one belief, view, or religion; disparaging any other faith or belief; denigrating nonbelievers or religious minorities; threatening damnation; or preaching conversion; and

6.2.1. Intent. It shall be the policy of the City Council that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Council and that the members of the City Council and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed

in any way to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, opinion, religion, or denomination. Rather, these policies and procedures are intended to acknowledge and express the City Council respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.

6.2.2. Timing. After the Call to Order of all official meetings of the City Council an Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting.

6.2.3. Speaker Selection. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

- 1) The City Manager or his/her designee shall compile and maintain a database of the religious congregations with an established presence within the jurisdictional limits of the City of Destin and Okaloosa County.
- 2) The Congregation List shall be compiled by referencing the listings for “churches,” “congregations,” or other similar religious assemblies located within the jurisdictional limits of the City and Okaloosa County in the annual Yellow Pages telephone book(s) published for the City and Okaloosa County, research from the Internet, and consultation with local chambers of commerce. All religious congregations with an established presence within the jurisdictional limits of the City and Okaloosa County are eligible to be, and shall be, included in the Congregation List. Any such congregation, entity, organization, or individual within the jurisdictional limits of the City and Okaloosa County not otherwise identified for participating may request inclusion on the Congregation List by written communication directed to the City Manager that references the opening invocation. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within the jurisdictional limits of the City and Okaloosa County. The Congregation List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all religious leaders within the jurisdictional limits of the City and Okaloosa County to choose whether to respond to the City Council’s Invitation and participate. The City Manager or his/her designee may not inquire into

the faith, denomination, or other religious belief of the congregation before adding it to the Congregation List.

- 3) The Congregations List may also include the name and contact information of any chaplain who serves the Destin Fire District or Okaloosa County Sheriff's Department.
- 4) The Congregations List shall be updated, by reasonable efforts of the City Manager or his/her designee, on or about the month of July of each calendar year.
- 5) Within thirty (30) days of the effective date of this policy, and on or about May 1 of each calendar year thereafter, the City Manager or his/her designee shall mail an invitation addressed to the religious leader, chaplain, minister, rabbi or similar, or other contact person of each congregation listed on the Congregations List. The invitation will comport with substantially the following form:

Dear Sir or Madam:

The Destin City Council makes it a policy to invite members of the clergy and other religious leaders having an established presence within the jurisdictional limits of the City of Destin and Okaloosa County to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. As the leader of one of the religious congregations with an established presence within the jurisdictional limits of the City and Okaloosa County, you are invited to offer this important service at an upcoming meeting of the City Council.

If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience to the City Manager at the address included on this letterhead. Invocation speakers are scheduled on a first-come, first-serve basis. The dates of the City Council's scheduled meetings for the upcoming year are enclosed. If you have a preference among the date, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. To maintain a spirit of respect and ecumenism, the City Council respectfully requests that the invocation opportunity not be exploited as an effort to convert others to the particular faith of

the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker or otherwise threaten damnation or denigrate nonbelievers. Statements reflecting ideals relating to peace and security for the nation; safety of our armed forces, police, firefighters and emergency service personnel; wisdom for the lawmakers; and justice for the people are encouraged.

On behalf of the City Council of the City of Destin, I thank you in advance for considering this invitation.

*Regards,
City Manager or his/her designee*

- 6) As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first serve basis to deliver the invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.
- 7) No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker. However, consistent with U.S. Supreme Court precedent, invocation speakers are hereby advised that the invocation should not denigrate nonbelievers or religious minorities; threaten damnation; or preach conversion. Statements reflecting ideals relating to peace and security for the nation; safety of our armed forces, police, firefighters and emergency service personnel; wisdom for the lawmakers; and justice for the people are encouraged.
- 8) The City Manager may add the name and affiliated organization of the selected invocation speaker for a particular meeting to the City Council agenda next to the "Invocation" item.
- 9) In recognition of the transitional process relating to the policies set forth herein, including but not limited to the completion of the Congregation List and mailing of the invitations, the City Council may invite religious leaders, chaplains, ministers, rabbis or similar of congregations located within the jurisdictional limits of the City and Okaloosa County to conduct the opening invocation until such time as the Congregation List is compiled.

- 10) In the event a meeting of the City Council does not have a volunteer opening invocation speaker for that meeting, the City Council reserves the right to invite religious leaders, chaplains, ministers, rabbis or similar of congregations located within the jurisdictional limits of the city and Okaloosa County to conduct the opening invocation for that meeting.

6.2.4. Conduct of Opening Invocation. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation. 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. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.

6.2.5. Agenda Disclaimer. The following statement shall be placed at the bottom of City Council meeting agendas:

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

6.3. Presentation by Members of Council: The Agenda shall provide times when the Mayor, Councilmember, City Manager and City Attorney may bring before the Council any business that he or she feels should be deliberated upon by the Council. These matters need not be specifically listed on the Agenda but may be acted upon only upon an extraordinary vote of the Council members present and eligible to vote on the matter. Except in instances where extraordinary conditions are necessitated, the Mayor and Council shall notify the City Manager of forthcoming agenda topics in keeping with the above deadlines and strive to supply backup materials for timely distribution with the agenda packets.

6.4 Consent Agenda: The Consent Agenda may be used to handle routine matters on the agenda expeditiously. There is no separate discussion of these items unless a Councilmember or a member of the public requests an item be removed for consideration in its normal sequence on the Agenda. The approval of the Consent Agenda is usually handled in one motion from the Council table, "I move that the Consent Agenda, (item numbers may

be included) be approved; or if items are to be removed, "for good cause" or "discussion", a typical motion might be, "I move that we approve the Consent Agenda items__through _____ with the exception of item_____."

6.5. Requests for Ordinances, Resolutions or Opinions: Any Council member may request the City Manager or City Attorney to prepare or have prepared proposed ordinances or resolutions. Any Council member or the mayor may request a legal opinion of the City Attorney.

7. CITIZENS PRESENTATIONS:

7.1 Presentation by Public on Proposition before the Council: The agenda shall provide times when the public is given a reasonable opportunity to be heard on a proposition before the City Council. The opportunity to be heard may not occur at the same meeting in which the Council takes official action on the proposition, provided when the opportunity has been extended within sixty (60) days before the meeting at which the Council takes the official action. Public opportunity hereunder does not extend to:

- (a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or Council to act.
- (b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations.
- (c) A meeting that is exempt from Sec. 286.011 Florida Statutes
- (d) A meeting during which the board or Council is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

7.2 Addressing the Council -- Scheduled Presentations: Any person desiring to address the Council by oral communication on any subject not already on the Council meeting agenda shall first secure the permission of the Presiding Officer and will be recognized under "Scheduled Presentations from the Public." Only those persons who have completed a speaker's form and who have notified the City Clerk by 12:00 noon of the Wednesday immediately preceding the regular meeting will have their name placed on the agenda and be recognized under the heading "Scheduled Presentations from the Public."

7.3 Addressing the Council -- Public Opportunity on Council Propositions: Any person desiring to address the Council by oral communication shall secure the permission of the Presiding Officer and will be recognized under Public Comments and Public Hearing portions of the agenda.

7.4 Addressing the Council -- Public Opportunity on Public Hearings: Any person desiring to address the Council regarding Public Hearings by oral communication shall secure the permission of the Presiding Officer and will be recognized under "Public Hearings" where that item occurs on the regularly scheduled Agenda.

7.5 Manner of Addressing the Council -- Time Limit: Each person addressing the Council shall approach the microphone, shall give his or her name and address and the organization or group they represent if any, in an audible tone of voice for the record and, unless further time is granted by the Council, shall limit their address to three minutes. All remarks shall pertain to City business and shall be addressed to the Council as a body, and not to any member thereof. No person, other than members of the Council or Mayor, and the persons having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked the Councilmembers or staff, except through the Presiding Officer.

7.6 Personal and Slanderous Remarks: Any person making personal, impertinent or slanderous remarks, or who shall become boisterous or use offensive language, while addressing the Council, may be requested to leave the meeting. No reference by name to any individual present or absent, including Councilmembers and staff, shall be used in a negative manner by any person addressing the Council. All participants and speakers shall refrain from belittling or insulting remarks or making personal attacks.

7.7 Reading of Protests: Interested persons, or their authorized representatives, may address the Council for the reading of protests, petitions, or communications relating to any matter over which the Council has control when the item is under consideration by the Council.

7.8 Referral of Citizens' Complaints: While in session, the Mayor or Councilmembers, individually, or the City Council collectively, through motion, may refer citizen's complaints to staff or an appropriate City Committee.

7.9 Written Communications: Interested parties, or their authorized representatives, may address the Council by written communication on any matter of business. However, in order to preserve the public record as well as comply with Florida's Public Records Law, an exact copy of said written communication must be provided to the City Clerk.

7.10 Presentations by Representatives of Groups or Factions: At meetings, in which four (4) or more individuals of a group or faction wish to be heard, a representative of a group or faction may address the Council rather than all members of the group or faction and in such instances shall limit their address to twenty (20) minutes.

7.11 Challenges to Staff and Advisory Body Recommendations: Anyone who is challenging a staff and advisory body recommendation must submit a request in writing to be placed on the agenda by 12:00 noon on the Wednesday before the upcoming regular meeting. The request must contain a written memorandum setting forth in detail the specific rulings or findings to

which they object and stating any Florida Statutes, case law, or sections of the Land Development Code, Comprehensive Plan or ordinances of the City of Destin on which they are basing their objection. Council may not consider a challenge to administrative decisions requiring Board of Adjustment review or decisions of City Boards over which the Council lacks review jurisdiction.

8. SUSPENSION AND AMENDMENT OF THESE RULES:

8.1 Suspension of Rules: Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of all the Councilmembers.

8.2 Amendment of Rules: These rules may be amended, or new rules adopted, by a majority vote of all members of the Council, provided that the proposed amendments or new rules shall have been introduced into the record at a prior Council meeting.

9. REPEAL OF CONFLICTING RESOLUTIONS:

9.1 Repeal of Conflicting Resolutions: Any resolution or policy in conflict with this Resolution shall be considered repealed to the extent of the conflict.

10. EFFECTIVE DATE: This resolution shall be effective upon its adoption by the City Council.

SO DONE THIS THE ____ DAY OF _____ 2022

By: _____

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 6, 2022
TYPE OF AGENDA ITEM: City Manager Report
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):**
- D. Legislative Sponsor:**

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None