

**REGULAR MEETING
DESTIN CITY COUNCIL
AUGUST 1, 2022
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Stewardship*****

CALL TO ORDER

*** INVOCATION**

PLEDGE OF ALLEGIANCE

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

- 1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
- 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. Resolution 22-11 - Destin Library Meeting Room Policy
 - B. Approval of minutes of June 28, 2022 City Council Workshop
 - C. Approval of minutes of July 11, 2022 Council Executive Session
 - D. Approval of minutes of July 14, 2022 Council Budget Workshop
 - E. Draft Minutes of Board & Committees
- 4. CITY MANAGER REPORTS**
 - A. Establishing the FY2023 Tentative Millage Rate and Budget Public Hearing Dates
 - B. Capital Project Management provider recommendation
 - C. Medical & Ancillary Benefit Renewals
 - D. Cross Town Connector- Stormwater Update
 - E. Flood Insurance Update - Risk Rating 2.0
 - F. Baseball Conversion Costs @ DES
 - G. Announcements
 1. Okaloosa County Schools start back on Wednesday, August 10th.
 2. The Library will be closed on Friday, August 19th, for staff to attend the annual OCPLC staff training day and will open as usual on Saturday, August 20.
 3. Many thanks to the staff for hosting Big Truck Day.

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 22-09-CN - Exclusive Solid Waste Franchise Agreement with Waste Management, Inc, of Florida
- B. First reading of Ordinance 22-11-CN - Relating to the lease of certain real property owned by the City of Destin. Providing for city council approval of the second amendment to the reclaimed water lease for the lease of property located at 4200 Indian Bayou Trail, Destin, Florida to Destin Water Users, Inc.
- C. Proposed Conditional Use 22-25-CU, Bowman Consulting, on behalf of Arris Destin Retail, LLC, is requesting approval of Conditional Use 22-25-CU. This project includes the location of a parking lot to serve the employees of the approved fast-food restaurant to be located next door. The subject project is located on a portion of the commercial outparcel at 1015 US Highway 98 East (Parcel ID: 00-2S-22-0000-0013-019A).
- D. First reading of Ordinance 109.11 - Amending the City's Personnel Rules and Regulations

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

- A. Councilmember Braden
- B. Councilmember Wagner
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
 - 1. Morgan Sports Center Baseball Field
 - 2. Helicopter Usage and Safety
- 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.

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 1, 2022
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

THRU: Kyle Bauman, City Attorney
Webb Warren, Deputy City Manager
Lance Johnson, City Manager

FROM: Wen Livingston, Library Director

DATE: 6/15/22

SUBJECT: Resolution 22-11 - Destin Library Meeting Room Policy

I. BACKGROUND: Providing meeting room space is essential to the services the Destin Library provides to its community. An approved and published meeting room policy establishes consistency and clarity for individuals and groups wishing to use Destin Library's meeting rooms.

II. DISCUSSION: Instituting a meeting room policy would define what staff, stakeholders, and the public can expect from the Destin Library's meeting rooms by:

- providing the parameters and priorities for staff when making meeting room reservations and for persons using the meeting rooms
- confirming that meeting rooms will be made available to the community equitably.

A. Link to Strategic Goals / Objectives: Transparent and equitable governance

B. Effect on Budget (EOB): None

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: In keeping with the City of Destin's governance and transparency, it is crucial to have a policy that ensures that the Library uses a standardized method for meeting room use.

IV. RECOMMENDED MOTION: I recommend that the City Council move to adopt the Destin Library's Meeting Room Policy and authorize the Mayor to sign Resolution 22-11.

Attachments:

1. Resolution 22-11 - Library Meeting Room Policy II
2. Exhibit A DMR Policy 8-1-22

RESOLUTION 22-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; ADOPTING THE DESTIN LIBRARY MEETING ROOM POLICY ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR DIRECTIONS TO CITY STAFF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in keeping with the City’s strategic goal of enhancing the quality of life for the community, the Destin Library makes meeting rooms available to its citizens; and

WHEREAS, the American Library Association’s *Library Bill of Rights* “affirms that all libraries are forums for information and ideas”; and

WHEREAS, under the City’s transparent, equitable governance, the Destin Library has developed and is publishing a policy that will govern the use of the meeting rooms;

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

Section 1. Recitals

The foregoing recitals are true and correct and incorporated into this Resolution

Section 2. Adoption of the Destin Library Meeting Room Policy Attached Hereto as Exhibit “A.”

A Destin Library Meeting Room Policy is attached to this Resolution as Exhibit “A.” By the passage of this Resolution, Exhibit “A” is hereby adopted in its entirety.

Section 3. Directions to City Staff

City staff is hereby directed to take all action necessary to implement the Destin Library Meeting Room Policy attached hereto as Exhibit “A.”

Section 4. Effective Date

This Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 1st DAY OF AUGUST 2022

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

Approved as to form and legal
Sufficiency for the City of Destin
Only:

Kyle Bauman, City Attorney



Destin Library



150 Sibert Avenue | Destin, FL, 32541 | Phone: 850-837-8572 | www.cityofdestin.com

Meeting Room Policy

I. Meeting Room Use

- a. The primary use of the Destin Library ("Library") meeting rooms is for the City of Destin ("City"), Library, and Library-sponsored activities. When not used, the Library makes meeting rooms available to groups and citizens in the community on a non-discriminatory basis. The rooms are available for programs, meetings, seminars, study groups, planning sessions, training programs, and related activities.- All events shall be free and open to members of the public.
- b. Library and City use of meeting rooms have priority. Room reservations do not guarantee that the room will be available and such reservations may be canceled. However, the City will endeavor to avoid cancellations, provide advance notice if they occur, and offer alternative meeting dates.
- c. Meeting rooms are not intended to serve as a permanent public meeting location for any group.
- d. Meeting rooms are not to be used for commercial activities, personal or private financial profit, or solicitation of business.
- e. No party using a Meeting Room may charge an admission fee. Products or services may not be advertised, solicited, or sold on the property except by City departments or other organizations affiliated with the City or the Library.
- f. Meeting rooms are not to be used for personal purposes such as family gatherings or parties.
- g. Any group reserving a meeting room must have an adult (18 years or older), the parent, or legal guardian in the room with minors at all times.
- h. Exits must be left unobstructed at all times.
- i. The use of drugs, alcohol, tobacco, and firearms is generally prohibited.

II. City and Library Liability

- a. Library meeting rooms are available as a public service, and granting permission to use a meeting room does not imply City endorsement of any group's aims, beliefs, speech, policies, meeting agendas, or activities.
- b. All groups/organizations shall indemnify, defend, and hold harmless the City of Destin and their officers, agents, and employees from and against all claims suit action of any kind arising and resulting or accruing from any negligent act, omission, or error of the group/organization resulting in or relating to, injuries to the body, life, limb, or property sustained in, about or upon the City facilities thereto, or arising from the use of the premises.

The City does not discriminate on the basis of race, color, sex (including pregnancy), national origin, age, religion, political views, social views, disability, gender, sexual orientation, gender identity, marital status, veteran status, or genetic/ health issues.

The City reserves the right to alter this policy without prior notice.

Lance Johnson, City Manager

Gary Jarvis, Mayor

Date _____

Date _____

**MINUTES
SPECIAL WORKSHOP
DESTIN CITY COUNCIL
JUNE 28, 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 Gary Jarvis (Arrived: 5:45 PM)
Councilmember Jim Bagby
Councilmember Bobby Wagner

Councilmember Rodney Braden
Councilmember Terésa Hebert
Councilmember Kevin Schmidt

City of Destin Staff

City Manager Lance Johnson
City Clerk Rey Bailey
Public Works Director Michael Burgess
Finance Director Krystal Strickland
Community Development Director Louis Zunguze
Land Use Attorney Kimberly Kopp

Deputy City Manager Webb Warren
Principal Planner Steve O'Connor
Parks/Recreation Director Lisa Firth
Engineering Assistant Joe Bodi
City Attorney Kyle Bauman

CALL TO ORDER

Mayor Gary Jarvis called the meeting to order at 5:30 PM.

WORKSHOP

A. Comprehensive Plan Policies – Updates, Recommendations, and Discussion

The Community Development Director Louis Zunguze provided the opening remarks and explained the purpose of tonight's workshop. He stated that over the past three years, the city has diligently and judiciously undertaken the task of updating and aligning its comprehensive plan with the Future Land Use Map and the Zoning Map, and that task is now complete. The city now needs to update and align its land development code (LDC) with the recent changes to the comprehensive plan. To ensure that the articles updated in the LDC are consistent with the comprehensive plan, a review of the comprehensive plan goals, objectives, and policies was necessary. The initial review was to establish what goals, policies, and objectives have been implemented, in progress of being implemented, and ones that have not been implemented through the LDC. Staff has conducted an internal review of the identified policies and provided recommendations to the Local Planning Agency (LPA). The LPA reviewed these policies and provided a recommendation to the council. Staff is now seeking a discussion and review by the council of these goals, policies and objectives to determine whether policy is complete based on the following categories recommended by the LPA:

- Implemented
- Partially Implemented
- In-progress
- Will be implemented through the LDC rewrite.

B. Draft Land Development Code Article 1 – Discussion

The city's Principal Planner Steve O'Connor reviewed the following chapters of the comprehensive plan.

Comprehensive Plan Chapter 1: Future Land Use Element

Implemented Policies & Objectives

1. Policy 1-1.1.1.(b). Other Architectural Features. Within one year from Plan adoption, the LDC shall be amended to specify appropriate standards for architectural details which may regulate the use of materials and colors, the minimum frequency of detail elements, and the use of rooflines appropriate to a given architectural style. Buildings shall be designed to be pedestrian-oriented to encourage travel on foot within and between sites.

- **LPA Comment and Recommendation:** This has been implemented through LDC Section 7.09.03. Design Review Requirements. This policy should be continued and further implemented with the LDC update.

2. Policy 1-1.1.1(2). Design Criteria for Sites. Within one year from Plan Adoption, the LDC shall be amended to enhance site design criteria that promote multimodal connectivity, maximize functional open space, and promote harmony with existing structures. The following are design standards that shall be applicable to all development, with the exception of industrial uses, and single-family and duplex residences, that front on a street in the Mixed-Use Districts.

- a. Building Siting.** Buildings shall be sited in order to maximize functional open space and, meet LDC design standards to provide frontage on existing and proposed public and publicly accessible streets.

- **LPA Comment and Recommendation:** This has been implemented through LDC Section 7.09.03. Design Review Requirements. This policy should be continued and further implemented with the LDC update.

- b. Location of Off-Street Parking.** Following are design standards that shall be applicable to all off-street parking.

- i. **Surface Parking Lots.** Surface parking lots should be located at the side or rear of the principal structure whenever feasible. If parking lots about the right-of-way, vegetative screens consisting of trees and shrubs shall be constructed to create a visual buffer.

- ii. **Parking Structures.** Where feasible, parking structures shall be located towards the interior of the lot. Parking structures that face the street shall comply with design criteria in the LDC.

➤ **LPA Comment and Recommendation:** This has been implemented through LDC Section 8.09.03(A)(2)(c) - *Parking Structures* and 8.09.03(A)(4) - *Multimodal Transportation District Design Standards, On-site Parking* (only in Old Destin MMTD). This policy should be continued and further implemented with the LDC update.

- c. **Pedestrian Walkways and Linkages.** All new development shall be designed with pedestrian sidewalks that provide safe and convenient pedestrian movement that is separated from drives, traffic aisles, and other areas of vehicular traffic. A logical pedestrian sidewalk network shall be provided throughout the development and shall interconnect all buildings including dwelling units and nonresidential uses, common open space, transit stops and sensitive area tracts and connect with the public sidewalk system.

➤ **LPA Comment and Recommendation:** This has been implemented through LDC Sections 8.09.03(A)(6), 8.09.03(B)(4) *Multimodal Transportation District Design Standards, Pedestrian Network* (both Old Destin and Crystal Beach) and 8.05.03 *Sidewalk specifications*. This policy should be continued and further implemented with the LDC update

- d. **Bikeways.** Bikeways shall be required on collectors and arterials. Bikeways shall be a minimum of five feet wide and may use asphalt paving.

➤ **LPA Comment and Recommendation:** This has been implemented through LDC Section 8.03.00 Design standards for new and reconstructed roads and streets (Table 8-1) Allows for 4' wide bikeway on collectors without on-street parking. This policy should be continued and further implemented with the LDC update.

- e. **Supplemental Setback and Buffering Requirements from Single-Family, Duplex, or Townhome Uses.** The LDC shall maintain supplemental setback and buffering requirements, in relation to building height, for projects located in the NHMU, HIMU, CG, HDR, BRMU and TCMU designations that abut single-family, duplex or townhome uses.

➤ **LPA Comment and Recommendation:** This has been Implemented through LDC Section 7.09.03. - *Design Review Requirements*. This policy should be continued and further implemented with the LDC update.

3. Policy 1-3.6.3: Noncomplying Structures and Nonconforming Uses. Within one year from Plan adoption, the City shall adopt an ordinance within the LDC which prohibits development that intensifies a nonconforming use or increases or exacerbates the intensities of a non-complying feature of building or structure. Standards shall continue to require that plans for alterations to non-complying structures incorporate improvements to bring the subject structure

into compliance to the greatest reasonable and practical extent. In no case shall any existing non-compliance be increased or exacerbated.

- **LPA Comment and Recommendation:** This has been implemented through LDC Section 7.13.00 – *Nonconforming Structures and Uses*. This policy should be continued and further implemented with the LDC update.

DISCUSSIONS:

Referencing above Policy 1-3.6.3: *Noncomplying Structures and Nonconforming Uses*, Councilmember Bagby noted that tightening the language and how they communicate with developers, property owners, and citizens is great. The main problem they have had in this area has always been enforcement, which he plans to focus on during this process.

Mr. O'Connor noted that as part of the LDC rewrite, they are recommending a citation authority section that takes all the various enforcement action that are currently authorized, adding new ones, and putting them into one section.

Partially Implemented Policies & Objectives

1. Policy 1-1.1.1(a). Building Massing and Scale. Buildings shall be designed to reduce the mass/scale and uniform monolithic appearance of large unadorned walls, while providing visual interest that will be consistent with the community's identity and character through the use of detail and scale and variations in rooflines and fenestration (i.e., character and interrelationships of facade design components including windows, dormers, doors, and roof design). Within one year from Plan adoption, the LDC shall be amended to specify: i) the maximum length of facades, measured horizontally; ii) the minimum height above which a building shall step back farther from the street or other public realm; iii) the minimum distance between buildings of a given height; and iv) appropriate proportions for building façade elements. PUD submittals shall demonstrate the impact of the project on access to light, impact on airflow dynamics, as well as other visual impacts that may be deleterious to adjacent properties, motorists, pedestrians, or segments of the population.

- **LPA Comment and Recommendation:** Implemented through LDC Sections 7.09.03. Design Review Requirements, 7.12.08. Dimensional Requirements. However, No LDC language currently exists regarding PUD requirements. Staff recommends the PUD language be removed from this policy. This policy should be continued and further implemented with the LDC update.

2. Policy 1-1.2.2: Prevent Deterioration and Enhance the Appearance of Residential Areas. Prior to the next EAR, the LDC shall be amended to include standards for exterior building maintenance, maintenance of landscaping, and limitations on storage of vehicles and other items in yard areas.

- **LPA Comment and Recommendation:** No code language exists in the LDC related to exterior building maintenance. The LDC rewrite should include language to enforce exterior maintenance of residential structures.

- **LPA Comment and Recommendation:** Implemented through 12.04.06 – *Landscaping Maintenance and Use* standards, **only applies** to development which receives a development order. Currently, there is no landscaping maintenance requirement for properties that do not have a Development Order. The LDC rewrite should include language to enforce landscaping on **residential** lots and development.
- **LPA Comment and Recommendation:** Storage of vehicles is regulated through LDC Section 9.05.00 – Conserve Residential Neighborhoods, however it allows storage in the side yard. This does not prevent storage of **all** vehicles. The LDC rewrite should include language to enforce storage of all vehicles and vessels on **residential** lots and development specifically concerning screening including within the side yard.

3. Policy 1-3.2.5: Mixed Use Developments. Within one year from Plan adoption, the LDC shall be amended to include provisions intended to implement Comprehensive Plan mixed use goals, objectives and policies. The LDC shall implement programs directed at advancing the mixed-use development provisions within the Comprehensive Plan and illustrated on the FLUM. The provisions shall, at a minimum, contain:

- a. LDC provisions governing total floor area ratio, lot coverage requirements, height variations, setbacks, elevations, rooflines, and other design features shall be designed to implement Policies addressing land use transition, compatibility, and consistency with goals, objectives, and Policies of the Comprehensive Plan. Design criteria shall also be included in the LDC to assist in implementing these Plan initiatives.
 - **LPA Comment and Recommendation:** This has been implemented through LDC Sections 7.09.03. - *Design Review Requirements* and 7.12.08. - *Dimensional Requirements*. In addition, Ord 21-08-LC help further implement this. This policy should be continued and further implemented with the LDC update.
- b. Planned Unit Developments (PUD) shall be designed to provide innovative design. The city will develop a revised and more robust PUD ordinance to guide the development of mixed-use projects and larger sites that require more sensitive planning and quality place-making.
 - **LPA Comment and Recommendation:** No PUD ordinance was adopted/implemented. However, the PUD process is being evaluated through the LDC update project. This policy should be continued and further implemented with the LDC update.

4. Policy 1-3.4.2: Enhance Waterfront Access. Harbor and Gulf access is a treasure to be enjoyed by all citizens of Destin. Access can be provided directly through boat ramps, docks, and piers. Access can also be provided visually through walkways, control of exotic vegetation, open space, scenic easements, and breezeways. Within one year from Plan adoption, the City shall amend the LDC to include procedures and substantive provisions that protect and ensure public

access to the Harbor area, especially the waterfront and planned Harbor boardwalk. Within one year following Plan adoption, the City shall develop incentive programs to provide additional pedestrian access to the Harbor boardwalk.

- **LPA Comment and Recommendation:** This policy has been implemented through LDC Section 8.09.03.A(9) - Multimodal Transportation Design Standards, Harbor Connections & 8.09.03.B - Crystal Beach MMTD sub-area. However, no incentive program has been developed but we did develop parking lots in the Harbor District. We also purchased lots in CB at Crystal Shores, so this has been partially implemented. This policy should be continued and further implemented with the LDC update.

5. Policy 1-3.5.6: Encouraging Infill Development. The City shall use its fiscal resources to encourage infill, including such actions as the installation of sewer line expansion, reuse line expansion, under grounding utilities, and similar actions. Within one year from Plan adoption, additional incentives programs shall be adopted as part of the amended LDC to encourage the reuse and improvement of marginal structures or redevelopment of land within the Town Center and Harbor CRAs.

- **LPA Comment and Recommendation:** Infill is encouraged via zones not financially. Several public projects have taken place in the CRA districts, however there are no additional incentive programs in the LDC. This policy should be continued and further implemented with the LDC update.

In-Progress Policies & Objectives

1. Policy 1-1.7.3: Underground Utilities. Prior to the next EAR, the City shall identify and prioritize areas for implementing programs to dismantle above ground utility facilities and burying the same underground in a manner coordinated with economic development opportunities. The City shall coordinate with Gulf Power to develop a cost feasible plan for undergrounding in the areas that the City has determined to be the highest priorities.

- **LPA Comment and Recommendation:** Utility Undergrounding underway so the policy is complete execution is not. However, all references to Gulf Power need to change to “local energy provider.” This policy should be continued and further implemented with the LDC update.

DISCUSSIONS:

With regards to the above policy Councilmember Bagby pointed out that all references to “Gulf Power” needs to be changed to “Florida Power and Lights (FPL)”

Mr. O’Connor noted that staff would essentially substitute “utility” for any references to Gulf Power or Florida Power and Light.

Policies & Objectives to be implemented through the LDC Update

1. Policy 1-1.3.3: Major Mixed Use and Resort Planning Areas. Within one year from Plan adoption, the LDC shall include special design criteria to achieve the identity, form, and function established for these areas as stated below and in Section 1-2 of this Comprehensive Plan. Major commercial and mixed-use activity centers are described below:

- a. Harbor Planning Area
- b. Town Center Planning Area
- c. Crystal Beach Planning Area
- d. Holiday Isle Planning Area
- e. Gulf Resort Planning Area

➤ **LPA Comment and Recommendation:** This policy is currently being implemented through Ordinance 22-02-PC. This policy should be continued and further implemented with the LDC update.

DISCUSSIONS:

Councilmember Bagby pointed out that the above list did not include the Village Planning Area and Indian Bayou Planning Area.

Mr. O’Conner noted that they currently do not have a Village Planning Area and Indian Bayou Planning Area; and that they are working on establishing those planning areas through Ordinance 22-02-PC. He added that for the proposed planning areas, the entire city is broken up into 8 different planning areas and every property is included.

2. Policy 1-1.6.1: Coordinated Land Use Planning. The City shall ensure that all proposed land development is located and designed with appropriate consideration for soil and topographic conditions. The City shall ensure that all new development is consistent with performance criteria governing resource conservation, public facilities, concurrency management, and level of service standards before a development order is issued. In addition, within one year from Plan adoption, the LDC shall be updated to ensure that newly proposed land use criteria, including, but not limited to, density, intensity, design, and other characteristics of the development, are consistent with the character of the surrounding area, can be accommodated on the site without adversely impacting natural features of the site or the surrounding environment, meet concurrency requirements, and are consistent with the Comprehensive Plan and LDC.

➤ **LPA Comment and Recommendation:** This policy is currently being implemented through Ordinance 22-02-PC and the LDC Update.

3. Policy 1-2.6.1: Airport(A). Within one year from Plan adoption, Destin shall coordinate land use issues impacting the airport with the Federal Aviation Administration (FAA) and Okaloosa County, as appropriate, in order to accomplish the following objectives:

- a. Foster use of Destin-Fort Walton Beach Airport in a manner that contributes to the development of the City's economic base through selective pursuit of industry consistent with Policy 1-1.3.3.

- b. Promote safe operation of aircraft through:
 - i. Efficient use of airspace in relation to the surrounding land use within the Airport environs (i.e., within the noise contours and clear zone).
 - ii. Promote fire safety to protect surrounding land uses, especially nearby residential neighborhoods.
 - iii. Ensure that airport improvements accommodate operationally compatible aircraft and do not cause increased safety risks due to resultant expansion of noise contours and flight patterns inconsistent with established and projected land use patterns, or increased risk of accidents.
 - iv. Ensure that new development within noise zones includes sound insulation consistent with best management practices for noise attenuation as may be established by the FAA or the Standard Building Code.
 - c. Achieve compatible Airport and industrial development by adoption of an Airport Master Plan that ensures compatibility of Airport uses with surrounding land use, through:
 - i. Proper control of land uses that protects airport operations, avoids encroachment into environmentally sensitive areas, and ensures compatibility with nearby residential land uses, and reduces noise impacts outside the Airport property.
 - ii. Preservation of the ecologically unique terrestrial wetlands on the property and perimeter buffer areas around the entire Airport property.
 - iii. Promotion of aviation activity compatible with community needs and characteristics.
- **LPA Comment and Recommendation:** This was implemented through LDC Section 7.15.00 – Airport and aircraft zoning regulations. However, this will need to be revised and further implemented through the LDC update.

DISCUSSIONS:

Councilmember Bagby asked whether the above policy refers to the Destin Executive Airport or the Destin-Fort Walton Beach Airport located near Eglin Air Force Base.

Mr. O'Connor noted that the language refers to the airport located across the bay.

Policies and Objectives Recommended for Removal

1. Policy 1-1.1.6: Site Plan Review. The site plan review process is necessary to enforce the policies of this plan and the standards in the LDC. The process shall be designed to allow staff to interact efficiently and collaboratively with applicants. Within one year of plan adoption, site plan review process documents shall be amended to provide checklists containing all design requirements and standards contained in those LDC provisions that implement Objective 1-1.1 and policies of this Plan applicable to review of site plan and development order applications. This shall include processes for reviewing compliance with enhanced landscaping and architectural standards. A pre-application meeting with city staff and a preliminary concept plan review shall be required for any new construction other than a single-family home on an existing

lot in order to ensure applicants are able to receive feedback in a timely manner. The LDC may give staff the option to combine these steps for projects below certain size thresholds.

- **LPA Comment and Recommendation:** Article 17 of the Land Development Code contains development checklists; however, the documents were modified by the city in 2019, and now the checklist documents and Land Development Code checklists are inconsistent. It is recommended the city maintains the development checklists as City documents independent of the LDC. Therefore, as part of the LDC Update Staff recommends removing Article 17 and maintaining the checklists outside the LDC.

DISCUSSION:

The mayor asked where in the process would changes be made to require different types of signage or plant different type of trees in a commercial and/or residential area.

According to Mr. O'Connor, the specificity (i.e., specific tree species) will be in the design manual. In this case, they identify right-of-way trees or which trees are appropriate in the rights-of-way in the LDC. If certain types of species are no longer appropriate for the rights-of-way for any reason, for instance, if they were planted 25 years ago and now the rooting system is destroying the street, then they amend the LDC to change it. Another example is that the required width of sidewalk to be placed in certain areas of town are outlined in the design manual. He continued that signage is a bit more complicated as they are dealing with several actual constitutional rights with signage; not just the ability for someone to speak, but also people's right to receive information. He would recommend keeping sign regulations in the LDC. However, if they are talking about specific materiality for signage, it will be in the design manual.

The Land Use Attorney noted that when they get to the chapter that currently contains the signs regulations, they will discuss that as well as the design manual related to the chapter at the same time. This is when the council can provide their input. She also pointed out that nothing is formally changed outside of a regularly scheduled council meeting. Staff's plan is to take two chapters at a time to the council. The council will see every chapter in a workshop session, and then the regulation will be approved at a regular council meeting.

The mayor inquired as to the estimated timeline to rewrite the LDC.

The Community Development Director Louis Zunguze stated that his estimated completion time for the actual ordinance is January 2023 depending on the action by the Local Planning Agency and the council.

Councilmember Bagby asked how detailed they plan to go into the regulation and how they propose to differentiate what is allowed in one district and not in other districts.

According to Mr. O'Connor, staff's approach is that the design manual would utilize the planning area intent statements to guide the design; adding it would be by planning area and not necessarily by zoning district standards. When it comes to roadways, it would depend on whether it is a collector road, feeder road, residential road, or major collector road. He added

that at this time, staff has not gotten that detailed in the design manual. To this point, they have identified various elements in the LDC which they recommend being included into the design manual, such as materiality and standards for width.

Comprehensive Plan Chapter 2: Transportation Element

Implemented Policies & Objectives

1. Policy 2-1.7.2: Study Hurricane Evacuation Carrying Capacity. Within two years of Plan adoption, the City shall conduct a study to identify the carrying capacity of all evacuation routes within the City. Based on the findings of the carrying capacity study, the City shall identify transportation improvement needs, hurricane preparedness actions, or land use controls to assure timely evacuation of the entire City prior to hurricane landfall. As evacuation routes are also used by residents and visitors within Walton County and Okaloosa County, the City shall request participation from Walton County and Okaloosa County in the preparation of a carrying capacity study for Harbor Boulevard/US Highway 98 East/Emerald Coast Parkway and other evacuation routes leading from coastal areas to the mainland.

- **LPA Recommendation:** Policy 2-1.7.2 has been completed as of January 2022 with updates to the City's 2021 Disaster Preparedness Plan and the County's 2021 Local Mitigation Strategy.

However, the LPA recommends a revisit of the entire Objective 2-1.7 – Monitor and Enhance Evacuation Capacity, to ensure there is need and requirement of the Comprehensive Plan being met by this objective and if it is better severed in another document, such as the Emergency Operating Plan.

DISCUSSIONS:

Referencing the above policy, Councilmember Bagby asked when their Hurricane Evacuation Master Plan was updated because their population continues to grow. Not only do they need to evacuate Destin residents, but also half of South Walton residents, from Sandestin heading west. They do not have the capacity to evacuate the entire area during a major storm event.

Public Works Director Michael Burgess, the city's emergency management coordinator, noted that the Local Mitigation Strategy for Okaloosa County includes an evacuation plan, which was updated in 2021. The evacuation routes are actually included in the printed copies of their Hurricane Guide. This information is also shared on the city's Facebook page as well as the city's website. He further noted that the approved evacuation route for Destin are all to the east, with the exception of the Mid-Bay Bridge.

Councilmember Bagby noted that his main concern is getting all the people off the island during a major storm. He believes the county's mitigation strategy is flawed as they do not have the capacity they need to have; and that they should bring this up with the county and state.

Partially Implemented Policies & Objectives

1. Policy 2-1.3.14: Promote Water Taxi/Shuttle Service. Prior to the next EAR, the City shall adopt a process to accept private and public contributions toward the provision of space for water taxi/shuttle docking facilities and multimodal connections to water taxi/shuttle locations, in order to promote water taxi/shuttle service in the City.

- **LPA Recommendation:** Implemented through LDC Section 8.09.03(A)(9)(d) – *Multimodal Transportation Design Standards, Water Taxi Stop* (Requirement for water taxi spot and amenities in SHMU). This policy should be carried over and further implemented through the LDC update. In addition, the intent and title need to be reviewed and a new comprehensive program should be looked at in totality.

2. Policy 2-1.3.17: Prioritize Community Parking Over On-site Parking. The City shall continue to prioritize community parking over on-site parking through the City's parking regulations contained within the Land Development Code.

- **LPA Recommendation:** This policy is partially implemented through 8.06.12. - *Reduction of the required number of vehicle parking spaces* and also the construction of the parking lots on Zerbe Street. This policy should be carried over and further implemented through the LDC update by developing more comprehensive parking regulations that prioritize multi-use or shared lots and public parking lots.

Policies & Objectives to be implemented through the LDC Update

1. Policy 2-1.3.12: Expand and Enhance Transit Coverage and Service. The City shall continue to coordinate with Okaloosa County and seek to identify additional financial support for Okaloosa County Transit to maintain and enhance service, and to meet adopted transit level of service standards.

- **LPA Recommendation:** This policy should be carried over and should be implemented through the LDC update.

Comprehensive Plan Chapter 3: Housing Element

Implemented Policies & Objectives

1. Policy 3-1.3.10: Register Rental Units. The City shall achieve registration of a minimum of 95% of all rental units within one year of adoption of this Plan.

- **LPA Recommendation:** This has been implemented through the City's current Short-term Rental registration program. It will continue to be implemented through Code Compliance's registration program and enforcement efforts. The LPA recommends keeping this policy, updating the percentage from 90% to 95% and removing the language "within one year of adoption of this Plan."

DISCUSSIONS:

Councilmember Bagby stated that their goal ought to be 100%. He stated that one of the things Walton County has done and which he agrees with is doing the local collection. He added that if they have the local collection, they could track who are following the rules and who are in violations.

Comprehensive Plan Chapter 4: Public Facilities Element

Implemented Policies & Objectives

1. Policy 4-1.1.3/4-2.1.3: Share GIS Information. Within one year of adoption of this Plan establish a cooperative arrangement to develop and share geographic information system data that can be jointly used to identify relevant DWU and City infrastructure locations.

- **LPA Recommendation:** This is currently being implemented with coordination between the City's GIS Manager and Destin Water Users (DWU) Staff. The LPA recommends keeping these two policies in the Comprehensive Plan.

2. Objective 4-3.1: Manage the sand and gravel aquifer recharge conditions. Manage the natural ground water sand and gravel aquifer recharge conditions in a safe, effective and reliable manner as required by current design standards and codes. The City shall coordinate with Okaloosa County, the Florida Dept. of Environmental Protection (FDEP), and the Northwest Florida Water Management District (NFWMD) in maintaining sand and gravel aquifer recharge area functions. Within one year from the adoption of the Comprehensive Plan, the City shall adopt in the LDC regulations that established criteria for managing sand and gravel aquifer recharge.

- **LPA Recommendation:** Implemented through LDC Section 10.03.00 *Stormwater Management* and 10.05.00 *Natural groundwater aquifer recharge/sand-and gravel aquifer*. The LPA recommends keeping this objective in the Comprehensive Plan.

3. Policy 4-3.1.1: Coordinate with Outside Agencies. The City shall coordinate with Okaloosa County, FDEP and the NFWMD in maintaining sand and gravel aquifer recharge area functions. Within one year from the adoption of the Comprehensive Plan, the City shall adopt in the LDC, regulations that establish criteria for managing sand and gravel aquifer recharge.

- **LPA Recommendation:** Implemented through LDC Section 10.03.00 *Stormwater Management* and 10.05.00 *Natural groundwater aquifer*

recharge/sand-and gravel aquifer. The LPA recommends keeping this policy in the Comprehensive Plan.

4. Policy 4-5.2.2: Request Annual Status of Recycling Programs. By March 1st of each year, the City shall request information from the County utility providers and/or private franchised solid waste collection companies regarding the status of recycling programs in the City.

- **LPA Recommendation:** This is accomplished through the review and renewal of the City's Franchise agreement with the solid waste company. The LPA recommends this to be removed from the Comprehensive Plan as it is a requirement of the franchise agreement.

Partially Implemented Policies & Objectives

1. Policy 4-6.3.6: Review Library Impact Fees. The City shall review the existing library impact fee ordinance every two years in order to adjust the library impact fees on new development to better reflect the full capital cost of increased library demand.

- **LPA Recommendation:** This policy is currently being worked on through the current Impact Fee Update Study. This study includes all the impact fees currently being collected, not only the library Impact Fees. The LPA recommends keeping this policy in the Comprehensive Plan.

Councilmember Bagby stated that council's main goal is to help staff be successful. Providing them a large document, such as the materials involved in this workshop session, and giving them only 28 hours to review it and be prepared for the meeting is not going to work. There just is not enough time to review the materials, prepare for discussion, and ask all the right questions. He added they need to have an entire weekend to study the materials and to be fully prepared as most members of the council are fully employed. He recommends postponing a meeting if the meeting materials are not ready for the City Manager's review and approval one week prior to the meeting.

ADJOURNMENT

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

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
EXECUTIVE SESSION
CITY COUNCIL
JULY 11, 2022
5:00 PM
CITY HALL ANNEX COUNCIL CHAMBERS**

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

Council Present

Mayor Gary Jarvis	Councilmember Dewey Destin
Councilmember Kevin Schmidt	Councilmember Bobby Wagner
Councilmember Terésa Hebert	Councilmember Jim Bagby
Councilmember Rodney Braden	Councilmember Johnny King

Staff Present

City Manager Lance Johnson
City Clerk Rey Bailey
City Attorney Kyle Bauman
Land Use Attorney Kimberly Kopp
Special Counsel William G. Warner
Special Counsel Eric A. Krebs

Others Present

Lacey Link, Court Reporter

CALL TO ORDER

1. EXECUTIVE ATTORNEY-CLIENT SESSION: Pursuant to Section 286.011(8), Florida Statutes, the City's Special Counsel will be seeking the advice of the City Council regarding settlement negotiations and/or strategy related to litigation expenditures concerning the pending litigation:

***Destin Fishing Fleet, Inc., v. City of Destin, Okaloosa County*
Court Case No. 2019-CA-000425-F and Case No. 2019-CA-
002599, in the Circuit Court of the First Judicial Circuit, in and
for Okaloosa County, Florida**

Mayor Gary Jarvis convened the meeting and announced that:

“This session of the Destin City Council is hereby convened as noticed by publication in a newspaper of general circulation, The Northwest Florida Daily News, on Friday July 8, 2022.

The City Attorney Kyle Bauman states as follows:

“Pursuant to §286.011(8), Florida Statutes, at this time, I would like to request that we adjourn to executive session so that I, the attorney of record for the City of Destin in:

***Destin Fishing Fleet, Inc., v. City of Destin, Okaloosa County
Court Case No. 2019-CA-000425-F and Case No. 2019-CA-
002599, in the Circuit Court of the First Judicial Circuit, in and
for Okaloosa County, Florida***

may receive the Council’s advice regarding the strategy to be used in this case and the type of expenses to be incurred.”

The entire session would be recorded by a court reporter, the transcript would be filed with the City Clerk, and available to the public at the conclusion of the litigation discussed today. A copy of the published notice of this executive session is hereby identified as Exhibit A and will be attached to the transcript of this executive session.

In addition to the Mayor and City Council members in attendance tonight the following persons will participate in the session:

Attorneys for the City:

***William G. Warner, Esq.
Warner Law Firm, P.A.
519 Grace Avenue
Panama City, Florida 32401***

***Eric A. Krebs, Esq.
Warner Law Firm, P.A.
P.O. Box 1820
Panama City, FL 32402***

***Kimberly Romano Kopp, Esq., LEED AP
Romano Kopp Law, PA.
P.O. Box 445
Destin, Florida 32541-0445***

***Kyle S. Bauman, Esq.
Anchors Smith Grimsley
909 Mar Walt Drive, Ste. 1014
Fort Walton Beach, Florida 32547***

City Manager

Lance Johnson”

“At this time will the Mayor and Council members in attendance please identify yourselves for the record?”

The following members of the city council each announced their presence:

Mayor Gary Jarvis
Councilmember Kevin Schmidt
Councilmember Johnny King
Councilmember Terésa Hebert
Councilmember Jim Bagby
Councilmember Dewey Destin
Councilmember Bobby Wagner
Councilmember Rodney Braden

The City Attorney continued:

“I estimate that this executive session will take approximately 30 minutes. At the conclusion of the executive session, the Council will reconvene the public hearing, accept any motions if applicable, and the mayor will end the session.”

Mayor Jarvis announced that:

“At this time, we will recess the public portion of tonight’s meeting and convene the executive session.

Individuals whose names are not listed in the published notice left the room and the executive session convened.

Once the closed session ended and the City Clerk has returned, the mayor states:

“We will now reconvene the public portion of this meeting and I will accept any motions from Council.”

Motion by Councilmember Braden, seconded by Councilmember Hebert, for Judge Ward to recuse himself, to not object to Judge Schlecter recusing himself, and to proceed with the administrative order passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

Councilmember Bagby moved to authorize the Warner Law Firm to hire Chandler and Associates of Panama City, Inc. as the real estate appraisal consultants in the case to an amount not to exceed \$24,000. Councilmember Destin provided a second to the motion, which passes 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

Councilmember Hebert moved to authorize the City Manager and City’s Attorneys to mediate the case for the benefit of the city; seconded by Councilmember Bagby. Motion

passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

ADJOURNMENT:

Having no further business at this time, the mayor adjourned the meeting at 6:20 PM.

ADOPTED THIS 1ST DAY OF AUGUST 2022

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
BUDGET WORKSHOP
DESTIN CITY COUNCIL
JULY 14, 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 Gary Jarvis	Councilmember Dewey Destin
Councilmember Kevin Schmidt	Councilmember Jim Bagby
Councilmember Bobby Wagner (arrived 6:30 PM)	Councilmember Rodney Braden

City of Destin Staff

City Manager Lance Johnson	City Clerk Rey Bailey
Public Works Director Michael Burgess	Finance Director Krystal Strickland
Grants/Projects Manager Jeffrey Cozadd	Library Director Wen Livingston
Community Development Director Louis Zunguze	Parks/Rec Deputy Director Ryan Reed
City Attorney Kyle Bauman	

CALL TO ORDER

Mayor Gary Jarvis called the meeting to order at 5:30 PM, followed by the recitation of the Pledge of Allegiance.

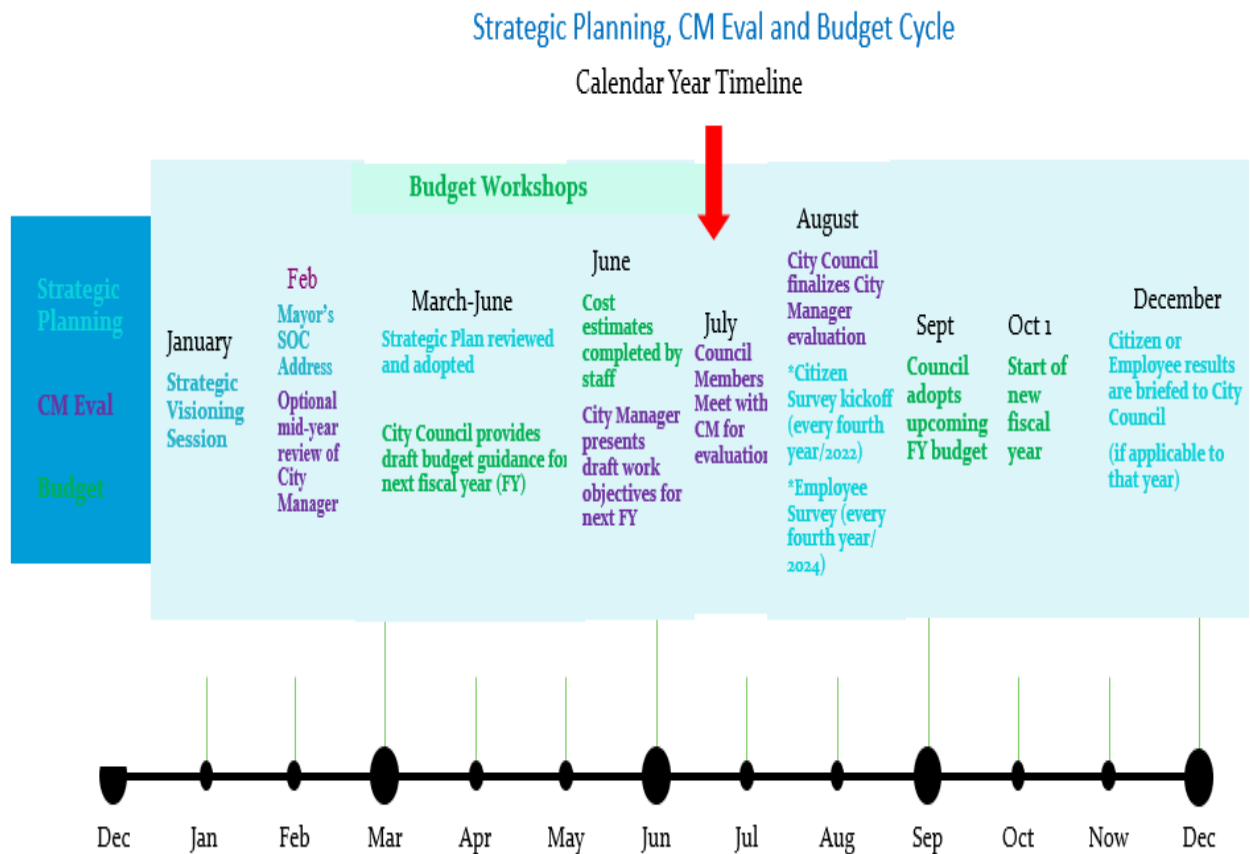
WORKSHOP

A. Fiscal Year 2023 Budget Workshop

City of Destin Finance Director Krystal Strickland provided the following presentation:

2023 Budget Process

- Visioning Session – January 2022
- Operational Budget Workshop – May 17, 2022
- Capital Budget Workshop – June 23, 2022
- Capital Budget Workshop – July 14, 2022
- Adopt Tentative Millage Rate and Certify to Property Appraiser – August 1, 2022
- Adoption of a Balanced Budget – September 2022



Strategic Planning Review

- In January 2022, council participated in the annual visioning session and voted in March 2022 to approve council objectives.

3 Kind of Priorities

- Critical priorities 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.
- Important priorities have fixed resources with varying time requirements and/or objectives.
- Desirable priorities have variable resources and time. The organization desires an outcome but cannot absolutely commit specific resources over a specified timeframe. Resources from these are diverted to critical priorities when required.

Council Objectives

- Critical Priorities
 - 1.1 – Offer livable wages and benefits to attract and maintain high caliber, qualified staff.
 - 1.2 – Research viability of multi-use convention/sports/community center (Phase 1 Feasibility Study).
- Important Priorities
 - 1.3 – Complete two-lane Crosstown Connector
 - 1.4 – Public beachfront acquisition
 - 1.5 – Underground utilities
- Desirable Priorities
 - 1.6 – Annexation of unincorporated enclaves
 - 1.7 – Transit/Trolley System
 - 1.8 – City Marina (Phase 1 Feasibility Study)
 - 1.9 – Improve parking, explore options (i.e., garage, surface, etc.)
 - 1.10 – Beach renourishment, planning and scheduling (Partnership w/county and state)

Strategic Goals

1. Financially sound city providing service excellence
2. Enhanced quality of life and safety for families
3. Economic /development and revitalization
4. Effective, efficient, and aesthetically pleasing infrastructure
5. Improve mobility and connectivity
6. A green and sustainable environment

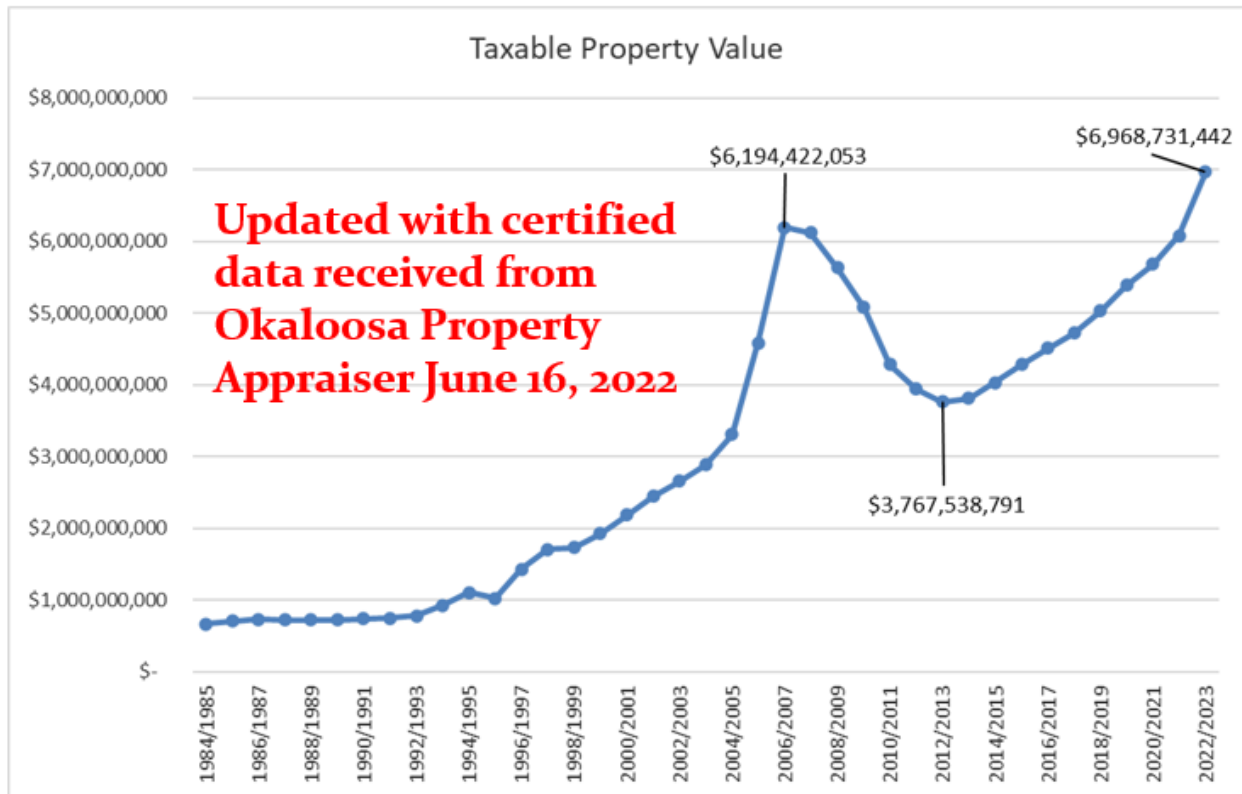
FY 2023 Budget Updates since Workshop #2

1. Personnel insurance increased from \$1.5 million to \$1.65 million (7% to 20% increase) – General Fund increased \$160,000.
2. IT002 Server Updates: A larger portion of server replacement will be paid by tech fund (data usage allocation reviewed) – General Fund increase \$117,000.
3. Event Center Feasibility Study removed – General Fund decrease \$75,000
4. Council Contingency increased \$20,000 to \$95,000 – General Fund increase \$20,000
5. Exclude Stormwater Management position Fiscal Year 2023 (pilot test) – General Fund decrease \$46,000.
6. CM001 BEACH: New Interlocal Agreement for fall beach acquisitions increased revenues and expenditures \$25 million (\$25 million (\$5.5 million might be expended in FY22)

Net change: Decreased usage of Fund Balance from \$184,000 down to \$105,000

FISCAL YEAR 2023 OPERATIONAL BUDGET

Ad Valorem – Taxable Property Values



Ad Valorem – Actual vs Projected

	<u>FY2022</u>	<u>FY2023</u>	<u>Amount of</u>	<u>%</u>
	<u>Actual</u>	<u>Projected</u>	<u>Increase</u>	<u>Change</u>
GF Ad Valorem @ 1.6150	\$ 8,718,801	\$ 9,779,416	\$ 1,060,615	12.2%
Town Center CRA (city)	402,452	499,581	97,129	24.1%
Harbor CRA (city)	356,309	412,779	56,470	15.8%
	<u>\$ 9,477,562</u>	<u>\$ 10,691,776</u>	<u>\$ 1,214,214</u>	

1.6150 mills is more than the rolled-back rate of 1.4391 mills by 12.22%

General Fund Revenues

	FY 2021 ACTUALS	FY 2022 PROJECTED	FY2023 PROJECTED	FY2024 PROJECTED	% Change 22 vs 23
Taxes	11,740,988	10,342,254	11,403,017	12,044,130	10%
Licenses & Permits	2,885,812	3,045,336	3,006,450	2,999,050	-1%
Intergov	8,053,048	3,110,826	3,241,511	3,473,630	4%
Charges for Svcs	937,122	488,560	463,900	473,930	-5%
Other Revs	135,803	(608,292)	311,901	314,101	-151%
Total GF Revenue	23,752,772	16,378,684	18,426,779	19,304,841	

- 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
- Other Revs projects a net loss in FMV of investment portfolio FY22

General Fund Revenue Highlights

- 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

FY2023 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

General Fund Operating Expenses

GENERAL FUND DETAILS			FORECAST	
DESCRIPTION	2021	2022	FY 2023	FY 2024
	ACTUALS	PROJECTION		
TOTAL GENERAL GOVERNMENT	3,326,395	3,932,539	4,535,592	4,627,100
TOTAL PUBLIC SAFETY	2,996,101	3,187,503	3,593,073	3,701,830
TOTAL PHYSICAL ENVIRONMENT	142,017	162,207	288,283	297,480
TOTAL TRANSPORTATION	1,663,328	1,616,374	2,082,732	2,149,020
TOTAL ECONOMIC DEVELOPMENT	13,209	14,452	14,500	14,650
TOTAL HEALTH AND HUMAN SVCS	64,531	50,404	89,098	89,140
TOTAL CULTURE AND RECREATION	2,943,335	3,320,646	4,567,540	4,720,820
TOTAL DEBT SERVICE	4,243,603	88,416	22,644	23,223
TOTAL OPERATING EXPENDITURES	15,392,518	12,372,541	15,193,462	15,623,263
NET OPERATING (REV-EXP)	8,360,254	4,006,143	3,233,317	3,681,578

Personnel Costs are projected to be 37% higher in FY23 due to compensation study increases PLUS assuming 25 vacancies filled, and Personnel Insurance assumed to increase 20%

Personnel: 99 FT & 29 PT

	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%

- 8.54% Cost of Living*
- 2% Merit
- Estimated Insurance increase 7%
- Stormwater Mgmt Position to be covered internally FY23 (decrease \$46k)
- New Positions (\$160K Sals + \$97k Bens=\$257k)
 - 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*

General Fund Expenditure Highlights

Series Id: CUUR0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download: [x](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.163
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	257.557	260.065
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	266.236	275.703
2022	281.148	283.716	287.504	289.109	292.296									

8.54% March 22 vs March 21 CPI

8.26% April 22 vs April 21 CPI

8.58% May 22 vs May 21 CPI

policy is June

DISCUSSIONS:

Councilmember Bagby stated that as a result of the compensation study, some members of staff received salary increases of 10 to 20 percent, and some even as high as 25 percent; adding they should not get an 8 percent cost of living increases in addition to it. He would also like to know who received a raise from the smallest to the largest amount percentagewise. He further stated that he supports the 2 percent merit system for everybody; however, the management team that did not get a raise and did not benefit from the study should get a bigger cost of living increase.

According to Ms. Strickland, the compensation study was completed on all the salary levels last fall. They considered how long people have been with the city and whether they have had positive reviews throughout their tenure. They tried to bring all these things into balance to reduce compression, and that they finally got the employees to where they should have been salary-wise. She also explained that the 8.54 percent cost-of-living allowance recommendation is based on their cost-of-living policy that they follow the CPI index year after year. The CPI has been around 8.5 percent the past few months and finally reached 9.01 in June. They are not recommending the full CPI due to the merit increase, but the council should probably have some discussions in that regard.

Councilmember Braden pointed out they have a lot of positions to fill, and that they would need to fill these positions to take some of the workload off the other members of staff.

Councilmember Destin noted that he supported the salary increases. But they are already closed to 40 percent on their compensation package and 25 more positions two fill, adding that the rate they are going is not sustainable. He also stated that the philosophy of moving away from contracting and going for full time employment is contrary to what it has been in the past and is actually the opposite way to go if they want to create a balanced budget. Contracting is generally much cheaper, and it is easier to get rid of contractors if they do not perform the job than it is for full-time employees. He recommends reviewing what has worked for the city in the past and following the same route. Staff should provide recommendations as to which positions need to be contract focused and those that they need to fill. If they feel they need to hire for all 25 positions, they should provide the top 10 positions now, and then maybe revisit the issue at the next budget year and hire more.

Ms. Strickland pointed out that the 25 vacant positions have already been budgeted. The current budget estimate, which is 37 percent higher than in 2022, assumes that they would have all 25 positions, as well as the 4 new positions, filled. She also noted that most of the 25 positions have been opened for quite a while, mostly due to low wages which has now been addressed through the compensation study. They are hoping it would entice more people to come in and apply for employments.

Councilmember Schmidt stated that many staff members are overworked due to personnel shortage. This needs to be considered as they discuss and decide how many of the vacant positions to eliminate. He also noted that council's number one priority is to offer livable wages and benefits to attract and maintain high caliber, qualified staff, which is why he is not considering giving less money to staff. Employees are quitting and going somewhere else because they are not getting paid enough. He continued they have conducted a compensation study and gave staff a raise a few months ago to get them to a level comparable with other agencies or municipalities., but it may not be enough to actively recruit or keep the right people. The cost of living/CPI continuous to go up, which is why he fully supports what is being presented by staff.

The mayor asked for the City Manager's opinion with regards to compensation.

According to the City Manager, they should definitely consider stewardship of the tax dollars; adding that a 9.01 cost-of-living increase for staff would really be nice but not sustainable, nor it is the right thing to do given the current situation. They would need to come up with a percentage increase that would help staff survive the current state of the economy. He added that during a recent meeting with other City Managers, he has learned that the average cost of living increase and merit increase combined in most municipalities is around 5 percent.

The City Manager also noted that the majority of the vacant positions are in the Parks and Recreation Department. Many of the part time positions that are currently vacant are the lowest paying jobs. They have to meet certain standards in order to run some of their programs. If necessary, they may need to make decisions on which programs to cut and which to continue. He added that the maintenance jobs are those they could consider contracting.

Councilmember Bagby noted that the recommended budget that had been brought before the council was developed with an 8.54 percent cost of living increase. Upper management and other members of staff who received no raises from the compensation study could receive up to 2 percent merit increase and 3 percent cost of living increase for a total of 5 percent. Those who received a raise could also get up to 2 percent merit increase and one percent cost of living increase for a total of 3 percent. This would bring the 8.54 percent to approximately 4 percent for a 4.5 percent savings. He also stated that he is not opposed to contracting; however, they would normally contract functions and not positions. Staff needs to recommend which functions they could contract out instead of hiring a part time or full-time employee and bring that information back. He added that staff could also start working on an RFP; however, it is doubtful they could get all these accomplished before October 1st.

Councilmember Destin asked if the proposed budget include the increases the management staff did not receive from last year's compensation study.

According to Ms. Strickland, the 8.5 percent cost of living increase was applied uniformly to all the positions. It did not separate out different sections.

Councilmember Destin requests the exact amount of the increase be provided to council as it would be instrumental to the council's decision making with regards to this matter.

General Fund Available for Capital Investment

FY2023@1.6150

FY23 Net Increase to Fund Balance \$ 1,680,988 (before CIP)

<i>Estimated Fund Balance at 09/30/2023 BEFORE CIP</i>		
<i>@1.6150 Millage Rate</i>		
General Fund		
Fund balances:		
Nonspendable	2,474,640	
Restricted	-	
Committed (reserves)	11,300,000	Increase \$1m for ILA
Assigned	1,375,011	
Unassigned	13,149,661	
Total fund balances	28,299,312	

General Funds Invested in FY23 Capital Budget

PROJECT	FY 2023 Gen Fund \$'s	FY 2023 Other Sources	Notes
ANNEXATION STUDY CAPITAL PROJ	10,000		
HURRICANE RESPONSE	100,000		Usually 75% reimbursed by FEMA
NETWORK INFRA/SERVERS	45,000	105,000	Tech Fund contribution
SOFTWARE: ASSET MGMT; CIVIC CLRK	65,000		
CITY MARINA	75,000		
PICKLEBALL COURTS	400,000		6-10 courts, lighting, parking
CLEMENT TAYLOR PARK RENO	35,000	729,918	RESTORE grant
RENEWAL & REPLACEMENT PROGRAM	1,052,025	1,307,193	FY 2022 RR Fund Balance
TOTAL GF FOR CAPITAL IMPROVEMENTS	1,782,025	2,142,111	

FY23 Net Increase to Fund Balance **\$ 1,680,988** (before CIP)
FY 2023 Proposed usage of GF Fund Balance \$ 101,037

Long-Range Capital Planning

Planning for Primary projects

Date finance needed:	Completed	Aug-22	FY23	FY23		Fall 2023	Spring 2024?	TBD	TBD	pay-go	pay-go	
ORG Description	Beach 1 (59/41) Crystal Beach (LTD Expended*)	CM001 Beach 1 (59/41) Crystal Beach land acq	CM001 Beach 1 (59/41) Crystal Beach developmt	Beach2 (50/50)	EN615 x-town	2023 Under ph1 Hwy 98 Marler Bridge- Airport (Harbor CRA)	2026 Under ph4 West Destin TC CRA	2024 Under ph2 Hwy 98 Airport to Matthew Blvd	2025 Under ph3 Hwy 98 to Walton County	Stormwater (SW56 and ARP)	Public Works/ Safety	TOTAL
TDC (48.5% of the 12.5%)		404,920	509,736									914,656
TDC advanced funding agreement		1,270,048	354,952	8,375,000								10,000,000
Oka 1/2 Penny	3,064,426	990,032				2,625,000	3,500,000	2,400,000	1,075,000	1,600,000	800,000	16,054,458
BOCC	4,213,193	3,835,000	1,244,307	8,375,000	3,300,000							20,967,500
Electric Franch						4,875,000	4,500,000	3,375,000				12,750,000
Harbor CRA						5,000,000	1,000,000					6,000,000
TC CRA						500,000	4,000,000					4,500,000
Road Impact\$					1,600,000							1,600,000
FDOT xtown ROW					2,700,000							2,700,000
MM\$					140,000							140,000
GasTax#2					500,000							500,000
ARPA										1,130,000		1,130,000
TBD (grants? other?)					3,660,000		-	7,225,000	11,925,000			22,810,000
	7,277,619	6,500,000	2,108,995	16,750,000	11,900,000	13,000,000	13,000,000	13,000,000	13,000,000	2,730,000	800,000	100,066,614

Fiscal Year 2023-2027 Capital Improvement Project Budget

5-year Capital Budget Summary

Capital Projects	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
Citizen/Council Directed	\$45,864,610	\$ 14,000,000	\$ 14,000,000	\$ 11,975,000	\$ 325,000	\$ 86,164,610
Renewal & Replacement	3,264,218	3,573,030	3,164,030	2,141,486	2,331,986	14,474,749
Growth Necessitated	610,000	395,000	60,000	60,000	-	1,125,000
Other Capital Projects	3,842,551	427,500	1,182,500	7,305,140	9,837,140	22,594,831
Total Projects	\$ 53,581,379	\$ 18,395,530	\$ 18,406,530	\$ 21,481,626	\$ 12,494,126	124,359,190
Funding Sources						
General Fund	3,089,218	1,395,363	2,084,363	1,211,819	1,097,819	8,878,582
Special Revenues	10,501,032	2,820,667	3,520,667	5,495,667	445,667	22,783,699
Impact Fees/Restricted	6,878,500	4,151,500	3,541,500	3,541,500	574,000	18,687,000
Grants	32,227,629	60,000	60,000	60,000	-	32,407,629
Funding Source TBD	885,000	9,968,000	9,200,000	11,172,640	10,376,640	41,602,280
Total Sources	53,581,379	18,395,530	18,406,530	21,481,626	12,494,126	124,359,190

5-year Capital Budget Details

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
Citizen/Council Directed						
EN615 Cross-Town Connector	\$ 7,878,966	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ 9,878,966
CM001 Beach Acquisition	25,360,644	-	-	-	-	25,360,644
EVENT Multi-Use Convention/Spor	-	-	-	-	-	-
UNDER Undergrounding	12,540,000	13,000,000	13,000,000	11,975,000	325,000	50,840,000
TR621 Transit Trolley	-	-	-	-	-	-
MARINA City Marina	75,000	-	-	-	-	75,000
ANNEX Annexation Study	10,000	-	-	-	-	10,000
Subtotal	\$45,864,610	\$ 14,000,000	\$ 14,000,000	\$ 11,975,000	\$ 325,000	\$ 86,164,610

Accounts for 86% of Fy23 Capital Budget

DISCUSSION:

Councilmember Schmidt pointed out that the annexation of unincorporated enclaves is listed under desirable priorities and is at the bottom of the list for \$10,000 to conduct a study in Fiscal Year 2023. The City Marina, which is also a desirable priority, is projected to spend \$75,000 for the feasibility study. However, Critical Priority 1.2 – *Research viability of Multi-Use Convention/Sports/Community Center*, which is a higher priority, is not budgeted under the 5-year capital budget projects. This does not seem to be in alignment with the council's objectives with regards to investment of their capital improvement funds. He further stated he does not necessarily feel they need to spend \$75,000 to conduct a study just to see if they could build a marina.

The City Manager noted that the Multi-Use Convention/Sports/Community Center is still part of their strategic plan, and that the money for the feasibility study is currently in the council contingency fund and is available if the council wants to use it for that purpose.

Ms. Strickland stated that the Capital Improvement Project is a 5-year project and so they can delay spending the money until Fiscal Year 2024 if they desire.

Councilmember Destin noted that with the exception of the \$10,000 for the annexation study, the rest of the funding would have to come back to council for approval.

Ms. Strickland clarified that a certain amount over the procurement policy which they are about to renew and revise, even if it is budgeted, has to come back for council's approval.

Grant Funding Sources

- Cost Reimbursement
- Current major grantors:
 - Tourist Development Council (TDC)
 - Okaloosa Board of County Commissioners (BOCC)
 - Florida Department of Environmental Protection (FDEP)
 - Florida Department of Transportation (FDOT)
 - RESTORE (Deep Horizon) via BOCC
 - American Rescue Plan (ARP)

5-year Capital Budget Summary

Capital Projects	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
Citizen/Council Directed	\$ 45,864,610	\$ 14,000,000	\$ 14,000,000	\$ 11,975,000	\$ 325,000	\$ 86,164,610
Renewal & Replacement	3,264,218	3,573,030	3,164,030	2,141,486	2,331,986	14,474,749
Growth Necessitated	610,000	395,000	60,000	60,000	-	1,125,000
Other Capital Projects	3,842,551	427,500	1,182,500	7,305,140	9,837,140	22,594,831
Total Projects	\$ 53,581,379	\$ 18,395,530	\$ 18,406,530	\$ 21,481,626	\$ 12,494,126	124,359,190
Funding Sources						
General Fund	3,089,218	1,395,363	2,084,363	1,211,819	1,097,819	8,878,582
Special Revenues	10,501,032	2,820,667	3,520,667	5,495,667	445,667	22,783,699
Impact Fees/Restricted	6,878,500	4,151,500	3,541,500	3,541,500	574,000	18,687,000
Grants	32,227,629	60,000	60,000	60,000	-	32,407,629
Funding Source TBD	885,000	9,968,000	9,200,000	11,172,640	10,376,640	41,602,280
Total Sources	53,581,379	18,395,530	18,406,530	21,481,626	12,494,126	124,359,190

FY 2023 Grants

PROJECT DETAILS	FY 2023 Grant Funded	Supporting Sources	Support Description
ARPA Americal Rescue Plan Strmwtr	\$ 1,135,133		
TDC 12.5% Beach Acquisition	10,914,656	990,032	Oka 1/2 Penny
BOCC Beach Acquisition	13,455,956		Beach#2 as per 50/50 agreement
FL Linear Trail Park (Main to Mattie Kelly)	270,000	270,000	TC CRA
BOCC Cross Town Connector– Construction	3,300,000	2,240,000	Gas Tax #2; Road Impact Fees
FDOT Cross Town Connector– ROW acquisition	2,338,966		\$2m Funding TBD
BOCC RESTORE Clement Taylor Park Renovations	729,918	35,000	GF match
FDEP Stormwater Cleanouts	60,000		
Morgans Kid Park Playground	23,000		
Total Grant-Funded CIP	\$32,227,629	\$3,535,032	

DISCUSSION:

Councilmember Schmidt wants to know more about the \$270,000 they are allocating for Fiscal Year 2023 for the Town Center CRA Linear Trail Park.

Ms. Strickland explained they have attained a matching grant for the engineering and design of the park. The initial cost estimate for the project by the former city engineer was \$13 million from end to end. The \$270,000 grant has been awarded. The matching amount is \$270,000 of the CRA funds which has to be spent within the Town Center CRA.

Councilmember Bagby asked why there is no tech fund for software asset management system and CivicClerk.

Ms. Strickland explained that the tech fund is related to COMPASS and Energov System which is related to the Community Development and the Building Permitting Processes. It is not related to other general government functions.

Councilmember Bagby asked when the Renewal & Replacement Study coming back to council.

Public Works Director Michael Burgess stated that the city hall assessment is being finalized and could take a few more weeks before the Renewal & Replacement Study for all 12 facilities will be completed.

Councilmember Bagby noted that one of the reasons they have not spent the money for the feasibility study for the Multi-Use Convention/Sports/Community Center was because they are not sure about the exact location for that facility.

Ms. Strickland asked if the council wants Hurricane Response budgeted amount of \$100,000 to be removed from the list.

Councilmember Schmidt recommends keeping the item stating that there has to be a good reason staff placed the item on the list, such as in case of an emergency.

According to the mayor, most of the money will get reimbursed. The \$100,000 is all about timeliness of response to an emergency such as removing debris from the road shortly after the storm event.

Councilmember Bagby stated he will not argue against keeping this item on the list. The city will reimburse itself out of the committed reserves first until they receive the reimbursement money from FEMA which could take a while.

Councilmember Bagby recommends placing the \$75,000 for the City Marina study in Council Contingency until they determine the exact location in the harbor for the marina.

Ms. Strickland recommends delaying it for one year and placing it on the capital budget list again for Fiscal Year 2024 for council to review. She expressed concern that money placed in Council Contingency could be spent on other things as they are not earmarked for specific purpose.

Councilmember Bagby inquired as the time frame RESTORE ACT grant will be awarded for the Clement Taylor Park project.

Grants/Project Manager Jeff Cozadd explained that the grant money has been obligated and budgeted, but the county has not received a Notice to Proceed from the Treasury Department.

Ms. Strickland added that the RESTORE ACT grant was given to Okaloosa County by the Treasury Department, with the City of Destin as the sub-grantee. But a Notice to Proceed has not been given to the county. The information the city has been getting from the county grants manager

is to wait until Capt. Royal Melvin Heritage Park is completed and then they will go back to the Treasury Department to request for the Notice to Proceed.

5-year Capital Budget Details

Renewal & Replacement		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
RR051	General Government	23,000	51,500	28,500	28,500	28,500	160,000
RR052	Public Safety	286,000	184,044	128,044	239,500	239,500	1,077,089
RR053	Physical Environment (Stor	300,000	426,307	1,667,307	500,307	698,307	3,592,227
RR054	Roads, Sidewalks, Street Lig	1,147,000	1,031,667	1,011,667	1,011,667	1,044,167	5,246,167
RR057	General Culture & Recreati	-	-	-	-	-	-
RR571	Library	224,000	90,833	50,833	50,833	50,833	467,332
RR572	Parks and Recreation	639,718	1,761,978	265,978	298,978	258,978	3,225,631
RR573	Other Facilities (i.e. Museu	46,500	26,701	11,701	11,701	11,701	108,303
RRVEH	Vehicles	598,000	-	-	-	-	598,000
Subtotal		\$ 3,264,218	\$ 3,573,030	\$ 3,164,030	\$ 2,141,486	\$ 2,331,986	\$ 14,474,749

Accounts for 6% of FY 2023 Capital Budget

Funding:

General Fund prior year RR fund balance (\$2.3m), Gas Tax #1 (\$530k), Parking Fund (\$96k), NPEB (\$150k)

Renewal and Replacement

- Established in FY 2021 with an initial \$2m investment
- Funded by GF, Gas Tax#1, Parking Fund, NPEB
- National average for commercial building replacement value is \$50 per square foot + re-sodding turf + replacing park amenities avg need is \$600k/year
- Roads/Sidewalks/Streetlights – Restripe every 7 years; resurface every 15 years requires over \$1m/year
- Investing at rate of asset depreciation would be \$3m/year
- Not to be confused with operating repairs and maintenance
- R&R is to renew/replace major building components (roof, HVAC, exterior paint, flooring)

Infrastructure Renewal and Replacement

- Local Option Gas Tax #1 (\$500k/yr)
 - Establishing, operating, and maintaining transportation system and related equipment and facilities
 - Acquisition, construction, reconstruction and maintenance of roads, streets, ROWs, sidewalks, signage, pavement markings, and street lighting, equipment and storage facilities for transportation equipment
 - CITY is using for Transportation and Pedestrian Facilities, primarily restriping and resurfacing of roads

CIP Restricted Funding Sources

- Parking Fund (\$350/yr)
 - Adding (CIP), maintaining (Ops), renewing (RR) paid parking areas
- Local Option Gas Tax #2 (\$200k/yr)
 - NOT for routine maintenance
 - To meet requirements of capital improvement elements of an adopted comprehensive plan to meet immediate local transportation problems and for critical roadway networks

CIP Restricted Funding Sources

- Impact Fees
 - Collected from Developers for "Growth Necessitated Improvements". Use w/in 6 years of receipt*.

	PROJECTED FY 2023 BEGINNING BALANCE	PROJECTED FY 2023 ADDITIONS	AVAILABLE TO BUDGET FY 2023	AT RISK 2023*	SCHEDULED FY 2023
POLICE IMPACT FEES	\$ 18,398	\$ 500	\$ 18,898		\$ 10,000
MULTI-MODAL IMPACT FEES	335,906	30,000	365,906		140,000
ROAD IMPACT FEES	3,009,160	50,000	3,059,160	221,256	1,600,000
LIBRARY IMPACT FEES	377,283	5,000	382,283	69,814	140,000
PARK IMPACT FEES	804,061	30,000	834,061	7,677	422,000
NPEB	528,308	500	528,808		182,500
TOTAL IMPACT FEES	\$ 5,073,116	\$ 116,000	\$ 5,189,116	\$ 298,747	\$ 2,494,500

5-year Capital Budget Details

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
Growth Necessitated & Comp Plan						
CE002 Code Enforcement Equipment	10,000					10,000
LB002 Library Impact Fee Projects	140,000	235,000	-	-	-	375,000
SW54 Stormwater Cleanouts	60,000	60,000	60,000	60,000	-	240,000
TR619 Sibert-Zerbe Parking Lot Co	150,000	-	-	-	-	150,000
TR622 General Parking Improvements	250,000	100,000	-	-	-	350,000
Subtotal	\$ 610,000	\$ 395,000	\$ 60,000	\$ 60,000	\$ -	\$ 1,125,000

\$1.9 million of impact fees are invested as match towards "Council Directed" programs, such as \$1.6m of Road impact fees to complete the Cross-Town Connector.

CIP Restricted Funding Sources

- Okaloosa ½ Penny Surtax (\$1.6m/yr 2019-2028)
 - On May 2, 2022, a motion was made by Council to allocate the funds as follows:
 - 25% Beach Acquisitions
 - 60% Undergrounding
 - 10% Stormwater
 - 5% Public Works/Public Safety Committee Initiatives (TRSAF)

5-year Capital Budget Details

Other Capital Projects		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
ARP	Infrastructure Project TBD	1,135,133	-	-	-	-	1,135,133
CRH64	Harbor CRA Wayfinding Plan	-	150,000	-	-	-	150,000
CRT17	Town Center CRA Easement T	540,000	50,000	1,000,000	5,368,000	-	6,958,000
CRT64	Town Center CRA Wayfinding	100,000	-	-	-	-	100,000
HURRIC	Hurricane Response	100,000	-	-	-	-	100,000
IT002	Tech Fund Hardware/Software	150,000	-	-	-	-	150,000
IT003	Other Hardware/Software Re	65,000	85,000	-	-	-	150,000
MM001	Multimodal expansion progra	-	-	-	1,784,640	8,634,640	10,419,280
NPDES	National Pollutant Discharge I	32,500	32,500	32,500	32,500	32,500	162,500
PW015	Vehicle WashDown Station	-	-	-	20,000	20,000	40,000
RC124	Morgan's Children's Park Play	100,000	-	-	-	-	100,000
RC127	Pickleball Court	400,000	-	-	-	-	400,000
RC128	Morgan's Bathrooms/Storage	345,000	-	-	-	-	345,000
RC129	World's Luckiest Fishing Ponc	-	-	50,000	-	-	50,000
RC216	Clement Taylor Park Renovati	764,918	-	-	-	-	764,918
SW56	Stormwater Swale Work	10,000	10,000	-	-	-	20,000
SW57	Stormwater Basin Studies	-	-	-	-	1,050,000	1,050,000
TRSAF	Intersection Safety	100,000	100,000	100,000	100,000	100,000	500,000
Subtotal		\$ 3,842,551	\$ 427,500	\$ 1,182,500	\$ 7,305,140	\$ 9,837,140	\$ 22,594,831

5-year Capital Budget Details

UNFUNDED/UNDERFUNDED

UNFUNDED/UNDERFUNDED		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
CRT17	Town Center CRA Easement Trail/Linear Park				5,368,000		5,368,000
EN615	Cross-Town Connector		1,000,000	1,000,000			2,000,000
MM01	Sidewalk/Bike Lanes				1,784,640	8,634,640	10,419,280
PW015	Vehicle Wash Station				20,000	20,000	40,000
RC129	World's Luckiest Fishing Pond			50,000			50,000
RR053	Stormwater Infra (swales &	150,000	400,000	550,000	400,000	672,000	2,172,000
RR572	Replace Field Lights		1,333,000				1,333,000
SW56	Stormwater at Restaurant R	10,000	10,000				20,000
SW57	Stormwater Basin Studies					1,050,000	1,050,000
UNDER	Utility Undergrounding	725,000	7,225,000	7,600,000	3,600,000		19,150,000
Subtotal		\$ 885,000	\$ 9,968,000	\$ 9,200,000	\$ 11,172,640	\$ 10,376,640	\$ 41,602,280

General Fund Available for Capital Investment

FY2023@1.6150

FY23 Net Increase to Fund Balance \$ 1,680,988 (before CIP)

<i>Estimated Fund Balance at 09/30/2023 BEFORE CIP</i>			
<i>@1.6150 Millage Rate</i>			
		General Fund	
Fund balances:			
Nonspendable	2,474,640		
Restricted	-		
Committed (reserves)	11,300,000		Increase \$1m for ILA
Assigned	1,375,011		
Unassigned	13,149,661		
Total fund balances		28,299,312	

Next Steps

- July 27-29: Individual Budget Briefs with Council Members
- August 1: Adopt Tentative Millage Rate
- August 4: Certify Tentative Millage Rate and Public Hearing #1 with Property Appraiser
- August 11: Optional Budget Workshop #4
- August 24: TRIM Notices mailed by Property Appraiser
- September 8: Budget Public Hearing #1

DISCUSSION:

Ms. Strickland requests council's consensus on personnel budgeting costs, which currently stands at 8.5 percent for cost-of-living increase.

Councilmember Destin stated that the 5 percent range discussed earlier may be more appropriate. He recommends not being quite so ambitious with regards to personnel budgeting. In 2008 their ad-valorem taxes were drastically reduced when property values went down by more than 40 percent. They were faced with the dilemma of delaying pay increases or to layoff personnel and they chose the former. There are some signs they may be facing the same dilemma in the near future.

According to Councilmember Bagby, the citizens may not be comfortable reading through dozens of pages of materials that they may not quite understand. He recommends creating a separate simplified version of the document. that translates the budget information in the form the public can easily comprehend. This will help citizens better understand the budget process and realize the excellent job staff has done in creating the budget and the great work they are doing for the community

The mayor stated that Ms. Strickland did a great job with the slide presentation. She could probably create a version that an average citizen can easily understand and post it on Facebook or other social media pages.

Ms. Strickland stated she could create one slide per department providing a summary of what each department is doing and what is being done for each department.

PUBLIC COMMENTS:

Ms. Marcie Bell, a Destin resident, stated that with regards to resurfacing the school track, when they resurfaced the track at Fort Walton Beach High School, people donated money and they showed how they raised money. She recommends the City of Destin doing something similar to demonstrate public-private partnership. She also urges the council to make sure the wayfinding program stays within the city and not allow for it to be taken over by the TDC as the City of Destin is its own brand.

ADJOURNMENT

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

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk__

**LOCAL PLANNING AGENCY
MEETING MINUTES
JULY 7, 2022 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, July 7, 2022, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Karen Hudson
Marcie Bell
Corey Ledbetter

Members Absent

Jason Klosterman
Todd Buhr

Staff Members Present

Kim Montgomery City Clerk
Steven O'Connor Principal Planner
Daniel Butler, Senior Planner

3. APPROVAL OF MINUTES:

June 23, 2022

Motion by Agency member Ledbetter, seconded by Agency member Bell to approve the June 23, 2022, minutes as written passed 4-0.

4. NEW BUSINESS:

➤ **Conditional Use 22-25-CU, 1015 US Highway 98 East**

Mr. Butler explained that the Conditional Use request is for an additional parking lot to be utilized by employees of the already approved Chick-Fil-A Restaurant, located next door at 1021 Highway 98 East. He stated that the project meets the intent of both the comprehensive plan and the zoning district. He further stated that prior to approval of development, the project shall comply with all the land development standards and regulations outlined in the Comprehensive Plan and Land Development Code.

Agency member Bell moved that the Local Planning Agency recommends City Council's approval of the Conditional Use request by Chick-fil-A for an additional parking lot for employees. Agency member Hudson provided the second to the motion, which passes 5-0.

5. OLD BUSINESS: None

6. DIRECTOR'S REPORT: None

ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 5:40 p.m.

Adopted and approved this _____ day of _____ 2022.

James Wood, Jr. Chairman

Kim Montgomery, Destin City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 1, 2022

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Webb Warren, Deputy City Manager
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Krystal Strickland, Finance Director

DATE: July 22, 2022

SUBJECT: Establishing the FY2023 Tentative Millage Rate and Budget Public Hearing Dates

I. BACKGROUND: Chapter 200 of the Florida Statutes "Determination of Millage" sets a statutory timetable for the calculation and notification to the public of the process to set ad valorem tax millage rates and adopt a budget. The statute identifies the time frames and briefly describes the tasks to be accomplished during the timeframe.

Day 1/July 1 The property appraiser certifies the taxable value on the Certification of Taxable Value (Form DR-420) and delivers it to each taxing authority. The property appraiser also certifies Tax Increment Adjustment Worksheet (form DR-420TIF) for community redevelopment areas.

Day 35/Aug 4 Within 35 days of certification of value, each taxing authority certifies the completed DR-420, DR420MMP, and any additional forms (DR-420TIF) and returns them to the property appraiser. The taxing authority informs the property appraiser of the following:

- Prior year millage rate
- Current year proposed millage rate
- Current year roll-back rate (calculated under F.S. 200.065)
- Date, time and meeting place of the tentative budget hearing

Day 55/Aug 24 In compliance with section F.S. 200.65, the property appraiser mails the TRIM notice within 55 days after certification of value. The TRIM notice publicizes this hearing.

Day 65-80/Sept 3-Sept 18 The tentative budget hearing must be held 65 to 80 days from

the certification of taxable value. Hearings must take place Monday through Friday after 5:00 p.m. or any time on Saturday. At this hearing, the taxing authority:

- Amends the tentative budget
- Re-calculates the proposed millage rate and publicly announces the percentage, if any, by which the re-calculated proposed millage exceeds the rolled-back rate
- Adopts a tentative millage and budget

Staff recommend setting the tentative public hearing for September 8, 2022 at 5:30pm at a regular council meeting.

Day 95/Sept 18-Oct 3 Within 15 days after the tentative budget hearing, the taxing authority advertises its intent to adopt a final millage and budget. The public hearing must be held within two to five days after the advertisement appears in the newspaper. Within three days of the public hearing adopting the final millage rate and budget, the resolution or ordinance adopting the final millage rate must be sent to the property appraiser, the tax collector, and the Florida Department of Revenue.

Staff recommend setting the Final public hearing for September 19, 2022 at the regular council meeting.

II. DISCUSSION: Finance has received the 2022 Certification of Taxable Value (form DR-420) from the County Appraiser. The 2022 gross taxable value is \$6,968,731,442 (DR-420 LINE 4) representing an increase of \$886,517,299 (14.58%) from the 2021 Final Gross Taxable Value of \$6,082,214,143 (DR-420 LINE 7). Within 35 days (August 4) of receiving this certification of taxable value, the City must notify the Property Appraiser of its calculated rolled-back rate, its tentative millage rate, and the date of the City's first public hearing for the budget.

Rolled-Back Rate: The rolled-back rate is defined as the millage rate that would produce the same amount of ad valorem tax revenue as was levied during the prior year, exclusive of new construction, deletions, and boundary changes. Staff has calculated the rolled-back rate to be 1.4391 mills (DR-420 LINE 16), which would generate a tax levy of \$10,028,701 (DR-420 LINE 24).

Tentative Millage: The tentative millage rate is important because once it is set it cannot be increased without the additional expense of a formal notification to each city taxpayer. Staff is in the process of formulating the proposed budget for FY2023. The proposed budget is being developed based upon retaining a millage rate of 1.6150 mills which incorporates increased operating costs due to inflation and high priority capital projects and infrastructure renewal. Setting the tentative millage rate at 1.6150 mills will produce approximately \$11,254,501 (DR-420 LINE 25). As per the generally accepted practices, the City would budget 95%, or \$10,691,776. This represents a budgeted amount \$1,358,105 higher than the FY2022 ad valorem distributed to the City. Setting the millage at 1.6150 mills represents a tax increase of 12.22% over the rolled-back rate of 1.4391 mills (DR-420 LINE 16). The funds generated from the tax increase will go to support personnel costs which have increased over 30%. Both labor and health insurance costs have increased over 30%. The remaining funds not expended on operations have been programmed as matching funds towards capital project grants and towards high priority capital projects.

Budget Public Hearings: Staff recommend the first public hearing on tentative millage rate and budget be held during the regular City Council meeting scheduled for September 8, 2022. Staff recommend the second public hearing to adopt the final millage rate and budget be held at the September 19, 2022 Regular Council Meeting. The City is required to notify the Property Appraiser of the date, time, and location of the City's first public hearing to publish on the TRIM notices. Any change in the meeting time for the first public hearing will require notice to each taxpayer. Staff requests that Council set the public hearing dates for the FY2023 Budget as follows:

Special Council Meeting, Thursday, September 8, 2022 at 5:30pm

Regular Council Meeting, Monday, September 19, 2022 at 6pm

According to the information currently available to the City our budget hearing dates do not conflict with the meeting dates of Okaloosa County School Board (07/25/22 and 09/12/22). They also do not conflict with the budget hearing dates for Okaloosa County (09/06/22 and 09/20/22).

A. Link to Strategic Goals / Objectives: Goal #1: Financially Sound City
Providing Service Excellence

B. Effect on Budget (EOB): The adoption of the tentative millage rate is the first step in approving the FY2023 budget. There is no effect on our current budget.

C. Level of Service (LOS): Setting the tentative millage rate at 1.6150 will allow for planned increases in levels of service.

D. Legislative Sponsor:

III. CONCLUSION: Staff respectfully request that Council set the FY2023 tentative millage rate for ad valorem at 1.6150 mills which is more than the roll-back rate of 1.4391 mills and confirm the date and times of the public hearings for the budget as listed above.

IV. RECOMMENDED MOTION: I move that Council set the tentative millage rate for ad valorem taxes at 1.6150 mills which is 12.22% more than the roll-back rate of 1.4391 mills and confirm the date and times of the public hearings for the FY2023 Budget on September 8th, 2022 at 5:30pm and September 19th, 2022 at 6:00 PM.

Attachments:

1. 2022 0616 DRAFT at 1615 all TRIM forms DR420 DR420TIFF DR420MM



CERTIFICATION OF TAXABLE VALUE

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

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

Year : 2022	County : OKALOOSA
Principal Authority : CITY OF DESTIN	Taxing Authority : CITY OF DESTIN

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$ 6,859,983,916	(1)
2.	Current year taxable value of personal property for operating purposes	\$ 108,747,526	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$ 0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$ 6,968,731,442	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$ 75,671,487	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$ 6,893,059,955	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$ 6,082,214,143	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES ☐ NO	Number 2 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☐ YES ☒ NO	Number 0 (9)
SIGN HERE	Property Appraiser Certification I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser:		Date :
	Electronically Certified by Property Appraiser		6/15/2022 1:12 PM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.			
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	1.6150 per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$ 9,822,776	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$ 758,761	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$ 9,064,015	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$ 594,661,551	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$ 6,298,398,404	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	1.4391 per \$1000	(16)
17.	Current year proposed operating millage rate	1.6150 per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$ 11,254,501	(18)

19.	TYPE of principal authority (check one)		☐ County	☐ Independent Special District	(19)
			☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)		☒ Principal Authority	☐ Dependent Special District	(20)
			☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)		☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs				STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 9,064,015	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			1.4391 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 10,028,701	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 11,254,501	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			1.6150 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			12.22 %	(27)
First public budget hearing		Date :	Time :	Place :	
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title : LANCE JOHNSON CITY MANAGER		Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR		
	Mailing Address : 4200 INDIAN BAYOU TRAIL		Physical Address : 4200 INDIAN BAYOU TRAIL		
	City, State, Zip : DESTIN, FL 32541		Phone Number : 850.337.3146		Fax Number : 850.269.9890

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



Reset Form

Print Form

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

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

Year: 2022		County: OKALOOSA	
Principal Authority : CITY OF DESTIN		Taxing Authority: CITY OF DESTIN	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☒ Yes	☐ No (1)
IF YES,  STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	1.4391 per \$1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2021 Form DR-420MM, Line 13	4.3983 per \$1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	1.6150 per \$1,000	(4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 6,082,214,143	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 26,751,402	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 758,761	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 25,992,641	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 6,298,398,404	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	4.1269 per \$1,000	(10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	4.1269 per \$1,000	(11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0613	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	4.3799 per \$1,000	(13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	4.8179 per \$1,000	(14)
15.	Current year proposed millage rate	1.6150 per \$1,000	(15)
16.	Minimum vote required to levy proposed millage: (Check one)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	4.3799 per \$1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 6,968,731,442	(18)

Continued on page 2

Taxing Authority : CITY OF DESTIN		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 11,254,501	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 30,522,347	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE. SIGN AND SUBMIT.	
			
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 11,254,501	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 30,522,347	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☒ YES ☐ NO	(25)
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title : LANCE JOHNSON CITY MANAGER	Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR	
	Mailing Address : 4200 INDIAN BAYOU TRAIL	Physical Address : 4200 INDIAN BAYOU TRAIL	
	City, State, Zip : DESTIN, FL 32541	Phone Number : 850.337.3146	Fax Number : 850.269.9890

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

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

DR-420MM-P
R. 5/12
Page 3

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2022 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2021 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2021 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.



Reset Form

Print Form

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

TAX INCREMENT ADJUSTMENT WORKSHEET

Year :	2022	County :	OKALOOSA
Principal Authority :	CITY OF DESTIN	Taxing Authority :	CITY OF DESTIN
Community Redevelopment Area :	Destin Town Center (DR)	Base Year :	1998

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	420,615,676	(1)
2.	Base year taxable value in the tax increment area	\$	94,996,840	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	325,618,836	(3)
4.	Prior year Final taxable value in the tax increment area	\$	357,209,195	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	262,212,355	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/15/2022 1:12 PM	

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

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		100.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	325,618,836	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	402,452	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		0.00 %	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$	0	(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title : LANCE JOHNSON CITY MANAGER		Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR	
	Mailing Address : 4200 INDIAN BAYOU TRAIL		Physical Address : 4200 INDIAN BAYOU TRAIL	
City, State, Zip : DESTIN, FL 32541		Phone Number : 850.337.3146	Fax Number : 850.269.9890	

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.



Reset Form

Print Form

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

TAX INCREMENT ADJUSTMENT WORKSHEET

Year :	2022	County :	OKALOOSA
Principal Authority :	CITY OF DESTIN	Taxing Authority :	CITY OF DESTIN
Community Redevelopment Area :	Destin Harbor (DH)	Base Year :	2003

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	465,293,276	(1)
2.	Base year taxable value in the tax increment area	\$	196,250,561	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	269,042,715	(3)
4.	Prior year Final taxable value in the tax increment area	\$	425,026,131	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	228,775,570	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/15/2022 1:12 PM	

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

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		100.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	269,042,715	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	356,309	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		0.00 %	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$	0	(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title : LANCE JOHNSON CITY MANAGER		Contact Name and Contact Title : KRYSTAL STRICKLAND, FINANCE DIRECTOR	
	Mailing Address : 4200 INDIAN BAYOU TRAIL		Physical Address : 4200 INDIAN BAYOU TRAIL	
	City, State, Zip : DESTIN, FL 32541		Phone Number : 850.337.3146	Fax Number : 850.269.9890

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 1, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.B.

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: 7/18/22

SUBJECT: Capital Project Management provider recommendation

I. BACKGROUND: The city seeks to add a continuing service contractor for Capital Project Management services. The services to be provided include, but are not limited to, pre-design and design services, management of construction, management of post-construction activities, and program management. Capital Project Management services could be provided on a project-by-project basis.

II. DISCUSSION: RFQ 22-01-ENG was let out to bid on January 26, 2022. A bid opening was held on April 28, 2022, and no submissions were received. The RFQ was readvertised on May 19, 2022, as RFQ 22-04-ENG. A bid opening was held on June 30th, 2022, and a single response from Matrix Design Group Inc was received. The bid committee met on July 7, 2022, to consider the submission from Matrix Design Group Inc. The bid committee members unanimously voted to recommend Matrix to the council for their consideration as a Capital Project Management continuing service provider.

The City is presently working with Matrix on the facility condition assessment project. Although the project is not complete, staff report favorable experiences with both the Matrix staff and the initial quality of their work.

- A. Link to Strategic Goals / Objectives:** Strategic Goal: financially sound city providing service excellence
- B. Effect on Budget (EOB):** Capital project management expenditures are an integral part of the budget for each capital project. Companies performing these functions are typically compensated 5% of the budget for that particular project.
- C. Level of Service (LOS):** The selected vendor will provide construction

management and oversight, ensuring both the quality and value of City infrastructure projects.

D. Legislative Sponsor:

III. CONCLUSION: The council can direct staff to negotiate with Matrix Design Group Inc. to provide Capital Project Management services as a continuing services provider. If staff is able to reach an agreeable contract with Matrix then staff would bring that contract back to council for their approval.

IV. RECOMMENDED MOTION: I move to direct the City Manager and City Attorney to negotiate with Matrix Design Group Inc. for Capital Project Management services and report back to the Council with a contract to consider.

Attachments:

1. RFQ 22-04-ENG Capital Project Management RFQ Final
2. Matrix Capital Project Management Services

CITY OF DESTIN, FLORIDA

**REQUEST FOR QUALIFICATIONS
(RFQ) CAPITAL PROJECT MANAGEMENT
SERVICES**

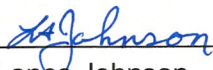
RFQ No. 22-04-ENG

RFQ DUE DATE: June 30, 2022, 2:00 P.M. CST

**4200 Indian Bayou Trail
Destin, FL 32541**



DATE: May 19, 2022



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

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REQUEST FOR QUALIFICATIONS
CAPITAL PROJECT MANAGEMENT SERVICESRFQ
No. 22-04-ENG

Sealed Requests for Qualifications (RFQ's) will be received in City Clerk's Office, City of Destin, 4200 Indian Bayou Trail, Destin, FL 32541 on or by: **Thursday, June 30, 2022, Not Later Than 2:00 P.M. (CT).**

RFQ's will be opened in: **CITY HALL BOARD ROOM**
4200 Indian Bayou Trail, Destin, FL 32541

One (1) original, so designated, four (4) copies (total of five (5) submissions) and one digital (USB only) copy of the response shall be submitted in a sealed package clearly marked on the outside: "RFQ No. 22-04-ENG, "QUALIFICATIONS FOR CAPITAL PROJECT MANAGEMENT SERVICES FOR THE CITY OF DESTIN" and addressed to: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

All RFQ's will be publicly opened and only the names of the Respondents will be disclosed. RFQ's received after the assigned date and time will NOT be considered.

ATTENTION ALL INTERESTED RESPONDENTS:

Prospective respondents should contact the City Clerk's Office to obtain either an electronic or paper version of the bid documents by calling 850-837-4242 or e-mail: clerk@cityofdestin.com

Any questions relative to any item or portion(s) of this solicitation should be directed to the City Clerk's Office by e-mail clerk@cityofdestin.com or by calling City Hall 850-837-4242 during regular business hours. Any questions or requests for clarifications must be received by the City Clerk no later than June 16, 2022, which is 14 days before the RFQ deadline.

CITY OF DESTIN

LANCE A. JOHNSON
CITY MANAGER

**NOTICE TO PROPOSERS
(Advertisement)**

The City of Destin, Florida (City), is currently receiving sealed submittals for “(Request for Qualifications) RFQ for Capital Project Management Services for City Of Destin.” The firm with the successful Proposal shall be required to supply the City with copies of its current Liability Insurance and Workmen's Compensation coverage. Proposals must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **“RFQ No. 22-04-ENG, “QUALIFICATIONS FOR CAPITAL PROJECT MANAGEMENT SERVICES FOR THE CITY OF DESTIN”**, along with the name, return address and telephone number of the firm submitting the proposal, no later than 2:00 p.m. Central Time, on Thursday, June 30, 2022, at which time they will be opened and identified aloud. The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to accept the Proposal(s) or take any other actions deemed by the City to be in the City's best interest.

Lance A. Johnson
City Manager

**SECTION 1 –SCOPE OF SERVICES AND
GENERAL INFORMATION**

1.1 SUMMARY OF THE SCOPE OF SERVICES:

The City of Destin, Florida (the “City” or “Destin”) pursuant to section 287.055, Florida Statutes, “Consultant’s Competitive Negotiations Act”, is seeking Capital Project Management firms to enter into a “continuing contract” to provide various Capital Project Management Services for the City and shall include but is not limited to all forms of Engineering Services.

The intent of this RFQ is to acquire a broad range of Capital Project Management Services for the City based on the definition of “Continuing Contract” in section 287.055(2)(g), Florida Statutes.

1.2 NO CONTACT CLAUSE

All prospective Respondents are hereby instructed NOT to contact any member of the City of Destin City Council, the City Manager, or City of Destin staff member other than the authorized city contact person identified in this RFQ, or the City’s designated procurement staff member, regarding this solicitation package, or the Respondent’s submittal package, City’s Intent to Award, or City’s Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact may be cause for rejection of your submittal.

1.3 TERM OF THE SERVICE

This contract between the City and MANAGER will be a “continuing contract.”

A termination clause in the contract will allow either the City or the selected MANAGER to terminate with proper notice, which shall be further and specifically defined in the contract between the City and MANAGER.

The selected MANAGER shall be required to assume responsibility for all services offered in their proposal. The selected MANAGER will designate a primary point of contact concerning contractual matters including payments of any charges resulting from the contract.

The resulting “continuing contract” shall provide for issuance of individual Task Orders based on specific scopes of work. Task Orders will be individually negotiated based on a “Fee Schedule” and any additional negotiated services required within the scope of work.

These negotiations will conform to the Florida Consultant’s Competitive Negotiation Act (“CCNA”), section 287.055, Florida Statutes, City rules, regulations, and policies, as well as all other applicable laws and regulations. Once these fixed hourly costs are negotiated and the contracts signed, each project will be negotiated relative to the number of hours required by each position to accomplish the scope of services. The consulting services costs will be based on time and expenses or a percentage of construction costs with a not to exceed limit based on the negotiated hours and expenses or a fixed lump sum fee. The results of this negotiation will result in a Work Authorization for the miscellaneous project. The City’s standard form of consulting agreement will be utilized with appropriate changes and modifications for each specific circumstance.

The selected MANAGER shall be required to assume responsibility for all services offered in his proposal. The selected MANAGER will be the sole point of contact concerning contractual matters including payments of any charges resulting from the contract.

Payment schedule will be monthly for management of capital projects that are estimated for 3 months or longer and upon completion for projects under \$100,000.

1.4 SCOPE OF SERVICES TO BE PERFORMED:

The City, pursuant to section 287.055, Florida Statutes, "Consultant's Competitive Negotiations Act", is seeking Professional Consulting firms to enter into a "continuing contract" to provide various Capital Project Management Services for the City and shall include but is not limited to all forms of Capital Project Management Services.

The intent of this RFQ is to acquire a broad range of Capital Project Management Services for the City of Destin based on the definition of a "continuing contract" in section 287.055, Florida Statutes. The CCNA defines "professional services" and "continuing contract" as follows:

- (a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Section 287.055(2)(a), Florida Statutes.

And

- (b) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another. Section 287.055(2)(g), Florida Statutes.

The scope of required contract, with respect to each construction, renovation, and remodeling project and with respect to the totality of all projects managed by the Capital Project Management firm, includes but is not limited to:

A. PRE-DESIGN AND DESIGN SERVICES

The Capital Project Management firm will be fully responsible for all aspects of the design of all projects with the City of Destin including planning, budgeting, pre-design, schematic design, design development, construction documents, and contract administration. The Capital Project

City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services

Management firm will be required to develop a program which facilitates the use of qualified local design professionals to complete the construction documents so long as the use of such local design professionals constitutes the best and most cost-effective use of public funds. The City understands that in some instances this may not be practical or cost efficient and that, in those instances, the Capital Project Management firm may be allowed to self-perform certain aspects of the design services with prior approval of the City. The scope of pre-design and design services include but are not limited to:

1. Develop project-specific specifications as required within approved budget parameters and with the consultation and involvement of City and/or their designated personnel.
2. Develop design standards and master specifications to promote replication and re-use of plan components among projects when appropriate. Additionally, pre-established specifications shall be incorporated in all design and construction projects.
3. Develop a master program budget and cash flow schedule for each and all of the program phases and component projects and items of work and categories of expense within each such project including site acquisitions, infrastructure development, legal fees, building permits, testing, environmental remediation, all aspects of construction, buildings, furnishings, fixtures, playgrounds/athletic fields, landscaping, and contingencies. Maintain strict cost controls to meet price guarantees for all design and construction services. Capital Project Management Services firm shall draft estimates for planning purposes and as a reasonable check against bids to be received.
4. Develop, maintain and share with the City an electronic document management system for all plans, construction documents, record drawings, legal documents, financial schedules, and other schedules and documents related to all work undertaken.
5. Schedule and coordinate all site testing and analysis, geotechnical tests, surveys and environmental analyses required for the projects. These sub consultants will be contracted directly to the Capital Project Management firm and/or the design professional under contract to the Capital Project Management firm.
6. Develop all required submittals to all local, state, and federal agencies and represent the City in securing all necessary reviews and approvals.
7. Ascertain and qualify the City for incentive awards and funding from state or federal government based on the use of cost-effective designs and construction methods.
8. Solicit, receive, and evaluate proposals, manage interviews, and negotiate contracts for professional design services consultants (architects/engineers) for those projects within the Capital Project Management firm's assigned program of work. Recommend the selection of architects to the City in accordance with the State of Florida Consultant's Competitive Negotiation Act. Review designs and plans as they are being developed and oversee all phases of design for constructability within budget and for consistency with design standards.

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RFQ No. 22-04-ENG: Capital Project Management Services

9. Manage and oversee the services, contracts, and payments to consultants.
10. Develop a master schedule for the entire program and each component project showing duration, responsibility, and precedence for all activities (Gantt chart). Taking into account the available labor pool and market demands on contractors and subcontractors, publish and manage specific timetables in order to avoid slowdowns due to material or labor shortage and ensure orderly, continual progress on all aspects of construction. Develop preliminary and master bidding schedules for all phases of all projects.
11. Provide value engineering, quality assurance, and quality control review and services.
12. Develop necessary strategies for bulk purchasing or early procurement of major building systems to achieve optimum price advantages.
13. Assist the City and its staff in the planning and development of the overall capital improvement program and its prioritized project listing to complete the work within the time period specified and to comply with requirements of bondholders, if any, as well as state or federal agencies as to design or construction requirements. Assist the City's Chief Financial Officer as may be needed in the analysis of the funding requirements associated with this work.

B. MANAGEMENT OF CONSTRUCTION

1. Conduct technical review of plans, prepare bidding documents, and conform final plans to budget and timetable so as to substantially reduce subsequent change orders.
2. Organize and manage the process of selecting contractors and vendors by others by either (A) pre-qualifying bidders, filing all legal notices, leading all pre-bid conferences, managing bid opening, evaluating bids, and recommending bid awards to the City or (B) enter into negotiations for required construction services based on qualifications as may be allowed by Florida law and holding all such subcontracts negotiated.
3. Develop and administer a City direct payment program for materials and supplies that are to be incorporated into the work.
4. Provide continuous on-site construction management throughout the construction phase for all projects as may be assigned by the City. This service shall include but not be limited to:
 - a. Function as the overseer and City's representative with respect to all contractors and vendors not holding direct contracts with the Capital Project Management firm.
 - b. Conduct regular weekly on-site meetings for each project involving the design firm, other consultants as needed, contractors, and principals or their designees.
 - c. Maintain daily on-site project log and schedule for each project and each

component of each project.

- d. Provide a superintendent with direct performance responsibility and on-site duties for each major project and each group of smaller projects. The Capital Project Management firm's superintendent will oversee day-to-day job activities, inspect work for conformance with plans and specifications, ensure compliance with construction budgets and schedules, oversee quality assurance testing, and inspection programs including job safety, and maintain record copy of all contract documents on site.
5. Manage and oversee the services, contracts and payments to contractors and consultants for those projects which are assigned by the Owner to a Construction Manager for completion.
6. Review and approve all requests for payment for all construction services according to a draw schedule developed upon award of construction contract with input by City's Finance Director.
7. Update and manage performance according to project schedules, detailed contractor and subcontractor schedules, submittal schedules, inspection schedules, and occupancy schedules. Maintain project Gantt charts to be submitted regularly to the City.
8. Manage change orders including implementing a system for reviewing, verifying, and processing any requests for changes. Estimate all change order costs, seek alternative methods of accommodating needs within budget, negotiate change orders with vendors, and present all change orders to the City.

C. MANAGEMENT OF POST-CONSTRUCTION ACTIVITIES

1. Develop detailed schedules of close-out activities, solicit punch list items from assigned City representatives or district personnel, verify correction of defects and completion of unfinished items, perform electrical, structural, and other inspections, and certify substantial and final completion of each project to the City.
2. Coordinate certificates of occupancy for each project either directly or through a Construction Manager. Manage installation of all equipment and coordinate staff move-in and orientation to use of new or remodeled facilities either directly or through a Construction Manager.
3. Develop and present to the City specific performance reports on each project, including compliance with specifications, budgets, and schedules.
4. Secure manuals and warranties including collecting and organizing all operating manuals and warranty documents and establishing parallel files for such items at both the affected site and the City office. Carry out training of maintenance and other personnel in operation and maintenance of new systems associated with the completion of remodeling, addition, renovation, or new construction projects.

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RFQ No. 22-04-ENG: Capital Project Management Services

5. Assist City personnel in the updating of reports required by the State of Florida upon completion of individual projects, work authorizations and the overall program.

D. PROGRAM MANAGEMENT

1. For each project program management responsibilities include developing a project approach, work breakdown structure for management of cost, schedule, scope, resources, as well as plans and procedures for key elements of project management and delivery.
2. Based on input from the Owner, designers and consultants develop individual project schedules, in differing formats, including but not limited to critical path method, Gantt charts, milestone, master schedules, resources loaded, prioritization, etc. and a master rolled-up schedule for the entire project. The master schedule shall show activities, durations, relationships, key milestones and critical path elements. Review and analyze overall progress during the planning, design, land acquisition, construction and commissioning phases. Update the program master schedule regularly (no less frequently than quarterly), to include current information regarding progress of the project. Project schedules shall be developed and maintained for capital projects.

Services of the MANAGER shall be under the general direction of the City Manager's designee, who shall act as the City's representative(s) during the performance of the scope of services. The City Council shall also designate a member to act as a liaison between the City Council and MANAGER.

SECTION 2 – INSTRUCTION TO RESPONDENTS

- A. The City will accept RFQ responses until **June 30, 2022 at 2:00 P.M. (CT)** at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFQ NO. 22-04-ENG Capital Project Management Services.**
- B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the Respondent to have their RFQ submittal **delivered to the City Clerk's Office** for receipt on or before the above stated time and date. RFQ responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the Respondent's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFQ and prior to the award being made.
- C. All RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **June 30, 2022, no later than 2:00 P.M. (CT).** All Respondents or their representatives are invited to be present. The City Hall Boardroom is located in City Hall, 4200 Indian Bayou Trail Destin, FL. 32541.
- D. Respondents may request information or clarification regarding the RFQ in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. The City will not accept requests for information or clarification that are propounded twenty-four (24) days or fewer prior to the submittal deadline.
- E. If any addendum(s) are issued to this REQUEST FOR QUALIFICATIONS, the City will attempt to notify all prospective respondents. It shall be the responsibility of each Respondent, prior to submitting the RFQ response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFQ response.
- F. **One (1) original, so designated, nine (9) copies (total of ten (10) submissions), and one digital (USB Only) copy** of the RFQ responses shall be submitted in a sealed package clearly marked on the outside "**RFQ NO. 22-04-ENG Capital Project Management Services**" and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.
- G. Responses shall clearly indicate the legal name, address, and telephone number of the Respondent. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Respondent to the submitted RFQ. Respondents must include their Federal I.D. number on their RFQ submittal.
- H. All expenses for making RFQ responses to the City shall be borne by the Respondent.
- I. Responses shall be evaluated by the City's Bid Committee based on all information submitted, ranking of the respondents will be generated according to evaluation criteria listed within this document. The top-ranking respondents will be submitted to the City Council for consideration.
- J. The Bid Committee shall consist of City of Destin staff members.
- K. A sample draft agreement that the City intends to execute with the successful respondent is attached to this RFQ as Exhibit "B." The City reserves the right to modify any and all contract language prior to execution. The actual scope of services and consulting fees will be

negotiated following selection of the top firm(s).

- L. Each Respondent, by submission of an RFQ response, acknowledges that in the event of any legal action challenging the award of an RFQ; the Respondent's damages, if any, shall be limited to the actual cost of the preparation of the RFQ.
- M. Termination provisions for cause and convenience including manner and basis for settlement are found in Section 6.0 of the sample contract attached as Exhibit "B."
- N. Contracting With City Employees Or Board/Committee Members: Any City employee, Board member, Committee member or member of his or her immediate family seeking to Contract with the City shall seek a conflict-of-interest opinion from the City Manager or their designated representative prior to submittal of a response or application of any type to Contract with the City or as specified in 23 CFR 1.33 and the requirements of 23 CFR 172.7(b)(4). The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

SECTION 3 – RESPONSE SUBMISSION REQUIREMENTS

3.1 SUBMISSION OF RESPONSES

- A. **General Requirements.** The purpose of the RESPONSE is to demonstrate the proposals, competence, and capacity of the respondents seeking to undertake the requirements of this REQUEST FOR QUALIFICATIONS. As such, the substance of the response will carry more weight than their length, form or manner of presentation. The technical response should demonstrate the qualification of the respondent and the particular staff to be assigned to his engagement. It should also specify an approach that will meet or exceed the RFQ requirements.

The selected MANAGER shall provide sufficient organization, personnel, and management to carry out the requirements of this RFQ in an expeditious and economical manner, consistent with the needs of the City. Additionally, the selected MANAGER will be required to demonstrate recent experience with the successful completion of services similar to those specified within this RFQ.

- B. **Certification and Licenses.** Respondents must include with their responses, copies of all applicable certificates and licensing or business permits in accordance with Florida State law.
- C. **Detailed Response.** Respondent's detailed Response to the RFQ should be ordered in the following manner:
 - 1. Letter of Interest

The Letter of Interest shall be a maximum of one (1) page that summarizes the Respondent's primary proposals and a firm commitment to provide the proposed services. The Letter of Interest shall be signed by the Respondent or person authorized to bind the Respondent to the submitted RFQ.

2. Firm's Proposals

- a) Complete and submit Respondent's Qualification Statement, herein.
- b) Describe the Firm and provide a statement of the Respondent's Proposals for performing requested consulting services. Identify the services which would be completed by your Respondent's staff and those that would be provided by sub-contractors, if any. Identify any sub-contractors you propose to utilize to supplement your Respondent's staff.
- c) If the principal place of business is different than the location specified in the respondent's qualification statement, then Respondent shall specify office location where each project will be managed and produced.

3. Proposals of Project Team, (key personnel) and availability of specialty resources.

Provide an overview of the Proposals of the specific project team to be submitted by the Firm/Individual to perform the requested services including:

- a) **An organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as "key personnel".** This information shall be contained on a maximum of two (2) pages.
- b) Provide resumes for key personnel. Include education, certifications, licenses, and relevant experience. Each resume is limited to two (2) pages.
- c) Sub-Consultant firms and key personnel from these firms shall be clearly identified. Respondents are to recognize that the City will not allow substitution of key personnel during the Contract period without the written agreement of the City.
- d) Availability, location, and workload of the proposed team including:
 - 1. Current project work listing and remaining labor commitments.
 - 2. Historically, describe the typical number of projects handled by the Respondent's key project managers at any given time.
 - 3. Projected workload of project management activities as defined in the scope of services.
 - 4. Identification of any sub-consultant firms providing significant services that may be assigned more than five (5%) of the work.

4. Project Approach, demonstrated skill set, and innovative ideas that will be used to address the Scope of Work

This response should include a description of capital project management experience and experience with construction market conditions in Northwest Florida. Include experience with architectural, engineering, and general contracting services.

Respondents should indicate the extent of self-performance, if any, in architectural and engineering services, general contractor services, or any other construction or maintenance-related services. Respondents shall also indicate methods to encourage and utilize local providers of services.

Provide detailed information that demonstrates the Respondents understanding of the scope of work and how they intend to meet the goals and objections of the project. Consideration shall be given for effectiveness of potential solution(s), creativity and innovation of proposed solutions and comprehensive utilization of proposed personnel to meet the RFQ deliverables. This section shall be limited to no more than six (6) pages. Work Plans that are longer than 6 pages will not be evaluated after page 6.

5. Past Performance

Capital Project Management firm must have a keen understanding of the construction market conditions in northwest Florida and a proven track record of successful projects under the capital project management format within the past five (5) years. Make note of repeat customers.

6. References

Provide a list of two (2) governmental agencies references for similar Professional Services contracts for which the Respondent has completed or are in progress within the past three (3) years with the following information: 1) name of agency, 2) address, and 3) contact name and telephone number.

Contact persons must be informed that they are being used as reference and that the City or their designee will be contacting them for information. Bid Committee Members or designee will call each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

7. Submittal of General Information and Procurement Forms and Documents

Procurement forms can be found in Appendix 'A' and must be completed, signed, and notarized when required and submitted. In addition, all other request and supporting documentation should be included in this section, including:

- a) Respondent Acknowledgement
- b) Addenda Acknowledgement (if applicable)
- c) Confirmation of Drug Free Workplace
- d) Schedule of Sub-consultant(s)
- e) Submit proof of Professional Liability Insurance at the levels identified on the Insurance Advisory Form herein as an attachment.
- f) Submit any Supplemental information relative to this RFQ
- g) Completed Public Entity Crimes Statement

SECTION 4 – EVALUATION OF RESPONSES

4.1 SUBMISSION OF RESPONSES

A. REQUEST FOR QUALIFICATIONS Requirements

The Bid Committee will review and evaluate all RFQ responses. A sequential ranking of all respondents will be developed. The top-ranking respondents will be presented to the City Council for consideration. The determination shall be based upon the following criteria and respondents shall provide, as a minimum, the information listed under each criterion. Failure to provide adequate information listed on any criterion may result in rejection of the submittal as non-responsive.

The proposal package is designed to provide information about your firm. Therefore, the said information will be used in evaluating the respondent's proposals to perform the advertised work. Responses will be evaluated by the Bid Committee in accordance with weighted criteria listed below:

<u>Description</u>	<u>Point Range</u>
Firm Past Performance	30
Staff Qualifications	25
Staff Experience	20
Project Approach	15
References	10
Total	100

B. Selection Process

1. The Bid Committee consisting of City staff will review each written submission for compliance with the requirements of the RFQ, including verifying that each Response includes all documents required. In addition, the Bid Committee will ascertain whether the Respondent is qualified to render the required services according to federal and State laws and regulations and the requirements of this RFQ.
2. The Bid Committee will score and rank all responsive Responses based on the requirements of the RFQ to determine a top ranked firm deemed to be the most highly qualified to perform the required service.
3. The Bid Committee will recommend the top ranked firm(s) to the City Council for final approval. The City Council shall have sole approval authority.
4. After final approval by the City Council, the City Manager or designee will begin negotiations with the top ranked firm(s) on an agreement based on the attached draft contract found in Appendix "B" and developed from this REQUEST FOR QUALIFICATIONS. The City reserves the right to include additional provisions if the inclusion is in the best interest of the City, as determined solely by the City. If an agreement cannot be reached with the top ranked firm, then staff will take the next top ranked respondent to City Council for approval and begin negotiations with next highest ranked firm from the Bid Committee's list until successful negotiations occur,

or the firms on the council approved list is exhausted. Assuming the successful negotiation of an agreement, the final contract will be submitted to the City Council for their consideration and approval. The City Council shall have sole approval authority.

SECTION 5 – GENERAL CONDITIONS FOR RESPONDENTS

1. **FAMILIARITY WITH LAWS:** The Respondent is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the Respondent will in no way relieve Respondent of responsibility to adhere to such laws and regulations.
2. **RFQ FORMS:** The Respondent will submit a RFQ on the RFQ forms provided. All RFQ descriptive information must be legibly entered. All RFQ forms must be executed and submitted for easy identification. The face of the envelope shall contain the company's name and address, RFQ title, number, RFQ date and time. RFQs not submitted on RFQ forms herein may be rejected. All RFQs are subject to the conditions specified within this solicitation document. RFQs which do not comply with these conditions are subject to rejection.
3. **EXECUTION OF RFQ:** RFQ must contain a manual signature of an authorized representative in the space provided on all affidavits and Response sheets.
4. **RFQ DEADLINE:** It is the Respondent's responsibility to assure that the RFQ is delivered at the proper time and place prior to the RFQ deadline. The City of Destin is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that a Response can be considered. RFQ's which for any reason are not delivered by the deadline will not be considered. The City reserves the right to consider RFQ's that have been determined, by the City, to be received late due to mishandling by the City after receipt of the RFQ, prior to ranking and selection. Offers by telegram or telephone are not acceptable.
5. **RIGHTS OF THE CITY:** The City expressly reserves the right to:
 - A. Waive any defect, irregularity, or informality in any RFQ or RFQ procedure;
 - B. Reject or cancel any or all RFQ's;
 - C. Reissue the RFQ;
 - D. Extend the RFQ submission deadline time and date;
 - E. Consider and accept an alternate RFQ as provided herein when most advantageous to the City.
6. **STANDARDS:** Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Respondent has:
 - A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
 - B. A satisfactory record of performance;
 - C. A satisfactory record of integrity;
 - D. Qualified legally to Contract within the State of Florida and the City;
 - E. Supplied all necessary information in connection with the inquiry concerning responsibility.
7. **INTERPRETATIONS:** Any questions concerning conditions and specifications should be

directed to the authorized personnel identified in the RFQ document in writing no later than twenty-five (25) days prior to the RFQ deadline. Inquiries must reference the date by which the RFQ is to be received.

8. CONFLICT OF INTEREST: The award hereunder is subject to all conflict-of-interest provisions of the City, Okaloosa County, the State of Florida, and the federal government.
9. SUBCONTRACTING: If a Respondent subcontracts any portion of a Contract for any reason, the Respondent must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City reserves the right to accept or reject any or all RFQs wherein a subcontractor is named and to make the award to the Respondent, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a RFQ of any Respondent if the RFQ names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.
10. ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. It is each Respondent's responsibility to check with the City of Destin and immediately secure all addenda before submitting RFQs. Each Respondent shall acknowledge receipt of ALL addenda by notation on the Addenda Acknowledgement form herein and shall adhere to all requirements specified in each addendum prior to submission of the RFQ.
11. ANTITRUST CAUSE OF ACTION: In submitting a RFQ to the City, the Respondent offers and agrees that if the RFQ is accepted, the Respondent will convey, sell, assign or transfer to the City of Destin all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the Finance Department tenders final payment to the Respondent.
12. LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility.
13. ON PUBLIC ENTITY CRIMES – All Invitations to submit qualifications as defined by Section 287.012(16), Florida Statutes, Requests for Qualifications as defined by Section 287.012(23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultants under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the

date of being placed on the convicted vendor list.”.

14. ADVERTISING: In submitting a RFQ, the Respondent agrees not to use the results there from as a part of any commercial advertising.
15. ASSIGNMENT: Any Purchase Order issued pursuant to this RFQ invitation and the funds which may become due hereunder are not assignable except with the prior written approval of the City.
16. INDEMNIFICATION: The selected Respondent shall hold and save harmless the City of Destin, Florida, its City Council members, its officers, agents, volunteers, and employees from liability of any kind in the performance of this Contract. Further, the selected Respondent(s) shall indemnify, save harmless and undertake the defense of the City, its City Council Members, agents, servants and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from Respondent's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the Respondents within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the Respondents hereunder, for which the City may be entitled to a claim or indemnity against the Respondent, under the provisions of this Contract. Respondent shall have the right to control the defense of any such claim, suit or actions. The Respondent shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the Respondent's breach of any of the provisions of the contract. Respondent shall not be responsible for negligent acts of the City or its employees.
17. CONTRACT AGREEMENT:
A Master Services Agreement outlining the Scope of Services with the intent of accomplishing a timely, cost-effective completion of a given project will be provided. Specific Work Authorizations stipulating each Scope of Work to be provided will be issued after the execution of said Agreement. The Agreement will be based on successful negotiation.
18. FUNDING OUT:
The resultant Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Council for the City of Destin in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.
19. PUBLIC RECORDS:
Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Response/bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

However, certain exemptions to the public records law are statutorily provided for in Florida Statutes 119.07. If the Respondent believes any of the information contained within their response is exempt from the Public Records Law, then the Respondent must identify in their Response, the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the

City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services

Respondent agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages by any person or entity as a result of the City's treatment of records as public records. The City of Destin is a public agency subject to Chapter 119, Florida Statutes. The contractor shall comply with Florida's Public Records Law. Effective July 1, 2013, Section 119.071, Fla.Stat., the contractor shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- B. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology of the agency.

Failure of the contractor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the City.

SECTION 6 – SPECIAL CONDITIONS

1. The City by written notice may terminate in whole or in part any Contract resulting from this RFQ when such action is in the best interest of the City. If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery. Such reasonableness shall be at the sole discretion of the City.
2. It shall be the responsibility of the successful Respondent to maintain workers' compensation insurance, professional liability, property damage liability insurance and vehicular liability insurance, during the time any of his personnel are working on City of Destin property. The successful Respondent shall furnish the City with a certificate of insurance after award has been made and prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida.
3. The City reserves the right, before awarding a Contract to require a Respondent to submit such evidence of Proposals as it may deem necessary and may consider any evidence available to it of the financial, technical, and other Proposals and abilities of a Respondent, including past performance (experience) with the City in making the award in the best interest of the City.

APPENDIX “A”

THE DOCUMENTS

BEHIND THIS PAGE

MUST ACCOMPANY RESPONSE

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE



City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services



RESPONDENT ACKNOWLEDGEMENT

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

RFQ Title: CAPITAL PROJECT MANAGEMENT SERVICES

RFQ Number: 22-04-ENG

RFQ Received By: **June 30, 2022, NO LATER THAN 2:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **June 30, 2022, no later than 2:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: _____

Federal I.D. Number: _____

A Corporation State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ Fax Number: _____

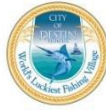
Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

Authorized Signature

Named Typed



RESPONDENT'S QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32641
Telephone: (850) 837-4242

Check One

Submitted By: _____ Corporation

Name: _____ Partnership

Address: _____ Individual

City, State, Zip: _____ Other

Telephone No.: _____

Fax No.: _____

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

The correct name of the Respondent is:

The address of the principal place of business is:

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

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Registered Agent: _____

City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services

3. If Respondent is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address, and ownership units of all partners:

4. State whether general or limited partnership:

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

		<u>Revenue Index Number</u>
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

Revenue Index Number

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

5. List and attach all firm licenses, certificates and/or state registrations. Include expiration dates.

6. List and attach all key staff licenses, certificates and state registrations.

City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services

7. Describe below instances where you failed to complete any work awarded to you, any lawsuits or claims filed against your firm, and mention any bankruptcy petitions the firm filed within the last 5 years:

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

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This_____day of_____, 20____

Notary Public (Signature)

My Commission Expires: _____

ADDENDA

RFQ TITLE: CAPITAL PROJECT MANAGEMENT SERVICES

RESPONDENT: _____

DATE SUBMITTED: _____

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

Having studied the documents prepared by:

CITY OF DESTIN

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

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM No.</u>	<u>DATE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS PROPOSAL**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract _____

2. This sworn statement is submitted by _____

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

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

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

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power

to enter into a binding contract for provision of goods or services let by a public entity, or which

City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services

otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public (Signature)

My Commission Expires: _____

**“QUALIFICATIONS FOR CAPITAL PROJECT MANAGEMENT SERVICES
FOR THE CITY OF DESTIN”**

**DRUG-FREE WORKPLACE
CERTIFICATION**

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

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

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

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

**“QUALIFICATIONS FOR CAPITAL PROJECT MANAGEMENT SERVICES
FOR THE CITY OF DESTIN”**

CONFLICT OF INTEREST DISCLOSURE FORM

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

YES _____

NO _____

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

YES _____

NO _____

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

YES _____

NO _____

If YES, please describe:

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NUMBER _____

EMAIL: _____

**“QUALIFICATIONS FOR CAPITAL PROJECT MANAGEMENT SERVICES
FOR THE CITY OF DESTIN”**

LIABILITY & INDEMNIFICATION FORM

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

MANAGER’s Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Email address

DATE

**REQUEST FOR PROPOSAL (RFQ) NO. 22-04-ENG
“QUALIFICATIONS FOR CAPITAL PROJECT MANAGEMENT SERVICES
FOR THE CITY OF DESTIN”**

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 22-04-ENG.
- QUALIFICATIONS FOR CAPITAL PROJECT MANAGEMENT SERVICES FOR THE CITY OF
DESTIN, the undersigned certifies the following:

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

Sincerely,

Name and Title

**CAPITAL PROJECT MANAGEMENT SERVICES
SCHEDULE OF SUB-CONTRACTORS**

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

<u>Name of Sub- Contractor</u>	<u>Address of Sub- Contractor</u>	<u>License No.:</u>	<u>Task</u>	

Signature: _____

Date: _____

Title/Company: _____

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

APPENDIX “B”

THE DOCUMENT

BEHIND THIS PAGE

IS THE SAMPLE

CONTRACT



MASTER SERVICES AGREEMENT

This AGREEMENT FOR CAPITAL PROJECT MANAGEMENT SERVICES (the “Agreement”) made and entered into this _____ day of _____, 2022, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as “CITY” or “OWNER”) and Firm, INC. (hereinafter referred to as “MANAGER”).

WHEREAS, the CITY desires to engage the MANAGER to provide continuing general Capital Project Management consulting services; and

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

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

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND MANAGER

DEFINITIONS:

Additional Services means the administration, management and consulting services described in Article 1 hereof.

Agreement means this Master Services Agreement, including any amendments and supplements hereto executed and delivered in accordance with the term hereof.

Capital Project Management means all aspects of the design of all projects with the City of Destin including planning, budgeting, pre-design, schematic design, design development, construction documents, and contract administration.

City means the City of Destin

Effective Date means the date of the approval of this Agreement by the Destin City Council.

Fiscal Year means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City of Destin.

Manager means the Capital Project Management firm.

Owner means the City of Destin.

Work Authorization shall mean a short description for capital projects managed by the Capital Project Manager. See Exhibit C for an example.

**ARTICLE 1
MANAGER'S RESPONSIBILITIES**

1.1 MANAGER'S SERVICES

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

**ARTICLE 2 MANAGER'S
SERVICES**

- 2.1 In accordance with REQUEST FOR QUALIFICATIONS NO. 22-04-ENG ("RFQ") which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", MANAGER shall provide services including but not limited to: studies, surveys; design; preparation of plans, specifications and contract documents; conducting public information meetings, preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by the City); construction inspections, construction management; contract administration; project completion certifications and as-built surveys as may be required; presentations to the City Council, appointed boards, and the general public;; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding or as directed by the City Manager or his designee (hereinafter referred to as "MANAGER's services").

SCOPE OF SERVICES TO BE PERFORMED:

The City, pursuant to section 287.055, Florida Statutes, "MANAGERS Competitive Negotiations Act", is seeking Professional Consulting firms to enter into a "continuing contract" to provide various Capital Project Management Services for the City and shall include but is not limited to all forms of Capital Project Management Services.

The intent of this RFQ is to acquire a broad range of Capital Project Management Services for the City of Destin based on the definition of a "continuing contract" in section 287.055, Florida Statutes. The CCNA defines "professional services" and "continuing contract" as follows:

"Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer,

City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services

landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Section 287.055(2)(a), Florida Statutes.

And

“continuing contract” is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another. Section 287.055(2)(g), Florida Statutes.

The scope of required contract, with respect to each construction, renovation, and remodeling project and with respect to the totality of all projects managed by the Capital Project Management firm, includes but is not limited to:

A. PRE-DESIGN AND DESIGN SERVICES

The Capital Project Management firm will be fully responsible for all aspects of the design of all projects with the City of Destin including planning, budgeting, pre-design, schematic design, design development, construction documents, and contract administration. The Capital Project Management firm will be required to develop a program which facilitates the use of qualified local design professionals to complete the construction documents so long as the use of such local design professionals constitutes the best and most cost-effective use of public funds. The City understands that in some instances this may not be practical or cost efficient and that, in those instances, the Capital Project Management firm may be allowed to self-perform certain aspects of the design services with prior approval of the City. The scope of pre-design and design services include but are not limited to:

1. Develop project-specific specifications as required within approved budget parameters and with the consultation and involvement of City and/or their designated personnel.
2. Develop design standards and master specifications to promote replication and re-use of plan components among projects when appropriate. Additionally, pre-established specifications shall be incorporated in all design and construction projects.
3. Develop a master program budget and cash flow schedule for each and all of the program phases and component projects and items of work and categories of expense within each such project including site acquisitions, infrastructure development, legal fees, building permits, testing, environmental remediation, all aspects of construction, buildings, furnishings, fixtures, playgrounds/athletic fields, landscaping, and contingencies. Maintain strict cost controls to meet price guarantees for all design and construction services. Capital Project Management Services firm shall draft estimates for planning purposes and as a reasonable check against bids to be received.
4. Develop, maintain and share with the City an electronic document management system for all plans, construction documents, record drawings, legal documents, financial schedules, and other schedules and documents related to all work undertaken.

City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services

5. Schedule and coordinate all site testing and analysis, geotechnical tests, surveys and environmental analyses required for the projects. These sub consultants will be contracted directly to the Capital Project Management firm and/or the design professional under contract to the Capital Project Management firm.
6. Develop all required submittals to all local, state, and federal agencies and represent the City in securing all necessary reviews and approvals.
7. Ascertain and qualify the City for incentive awards and funding from state or federal government based on the use of cost-effective designs and construction methods.
8. Solicit, receive, and evaluate proposals, manage interviews, and negotiate contracts for professional design services consultants (architects/engineers) for those projects within the Capital Project Management firm's assigned program of work. Recommend the selection of architects to the City in accordance with the State of Florida Consultant's Competitive Negotiation Act. Review designs and plans as they are being developed and oversee all phases of design for constructability within budget and for consistency with design standards.
9. Manage and oversee the services, contracts, and payments to consultants.
10. Develop a master schedule for the entire program and each component project showing duration, responsibility, and precedence for all activities (Gantt chart). Taking into account the available labor pool and market demands on contractors and
11. subcontractors, publish and manage specific timetables in order to avoid slowdowns due to material or labor shortage and ensure orderly, continual progress on all aspects of construction. Develop preliminary and master bidding schedules for all phases of all projects.
12. Provide value engineering, quality assurance, and quality control review and services.
13. Develop necessary strategies for bulk purchasing or early procurement of major building systems to achieve optimum price advantages.
14. Assist the City and its staff in the planning and development of the overall capital improvement program and its prioritized project listing to complete the work within the time period specified and to comply with requirements of bondholders, if any, as well as state or federal agencies as to design or construction requirements. Assist the City's Chief Financial Officer as may be needed in the analysis of the funding requirements associated with this work.

B. MANAGEMENT OF CONSTRUCTION

3. Conduct technical review of plans, prepare bidding documents, and conform final plans to budget and timetable so as to substantially reduce subsequent change orders.
4. Organize and manage the process of selecting contractors and vendors by others by either (A) pre-qualifying bidders, filing all legal notices, leading all pre-bid conferences, managing bid opening, evaluating bids, and recommending bid

City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services

awards to the City or (B) enter into negotiations for required construction services based on qualifications as may be allowed by Florida law and holding all such subcontracts negotiated.

5. Develop and administer a City direct payment program for materials and supplies that are to be incorporated into the work.
6. Provide continuous on-site construction management throughout the construction phase for all projects as may be assigned by the City. This service shall include but not be limited to:
 - a. Function as the overseer and City's representative with respect to all contractors and vendors not holding direct contracts with the Capital Project Management firm.
 - b. Conduct regular weekly on-site meetings for each project involving the design firm, other consultants as needed, contractors, and principals or their designees.
 - c. Maintain daily on-site project log and schedule for each project and each component of each project.
 - d. Provide a superintendent with direct performance responsibility and on-site duties for each major project and each group of smaller projects. The Capital Project Management firm's superintendent will oversee day-to-day job activities, inspect work for conformance with plans and specifications, ensure compliance with construction budgets and schedules, oversee quality assurance testing, and inspection programs including job safety, and maintain record copy of all contract documents on site.
7. Manage and oversee the services, contracts and payments to contractors and consultants for those projects which are assigned by the Owner to a Construction Manager for completion.
8. Review and approve all requests for payment for all construction services according to a draw schedule developed upon award of construction contract with input by City's Finance Director.
9. Update and manage performance according to project schedules, detailed contractor and subcontractor schedules, submittal schedules, inspection schedules, and occupancy schedules. Maintain project Gantt charts to be submitted regularly to the City.
10. Manage change orders including implementing a system for reviewing, verifying, and processing any requests for changes. Estimate all change order costs, seek alternative methods of accommodating needs within budget, negotiate change orders with vendors, and present all change orders to the City.

C. MANAGEMENT OF POST-CONSTRUCTION ACTIVITIES

- a. Develop detailed schedules of close-out activities, solicit punch list items from assigned City representatives or district personnel, verify correction of defects and

City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services

completion of unfinished items, perform electrical, structural, and other inspections, and certify substantial and final completion of each project to the City.

- b. Coordinate certificates of occupancy for each project either directly or through a Construction Manager. Manage installation of all equipment and coordinate staff move-in and orientation to use of new or remodeled facilities either directly or through a Construction Manager.
- c. Develop and present to the City specific performance reports on each project, including compliance with specifications, budgets, and schedules.
- d. Secure manuals and warranties including collecting and organizing all operating manuals and warranty documents and establishing parallel files for such items at both the affected site and the City office. Carry out training of maintenance and other personnel in operation and maintenance of new systems associated with the completion of remodeling, addition, renovation, or new construction projects.
- e. Assist City personnel in the updating of reports required by the State of Florida upon completion of individual projects, work authorizations and the overall program.

D. PROGRAM MANAGEMENT

- a. For each project program management responsibilities include developing a project approach, work breakdown structure for management of cost, schedule, scope, resources, as well as plans and procedures for key elements of project management and delivery.
- b. Based on input from the Owner, designers and consultants develop individual project schedules, in differing formats, including but not limited to critical path method, Gantt charts, milestone, master schedules, resources loaded, prioritization, etc. and a master rolled-up schedule for the entire project. The master schedule shall show activities, durations, relationships, key milestones and critical path elements. Review and analyze overall progress during the planning, design, land acquisition, construction and commissioning phases. Update the program master schedule regularly (no less frequently than quarterly), to include current information regarding progress of the project. Project schedules shall be developed and maintained for capital projects.

Services of the MANAGER shall be under the general direction of the City Manager's designee, who shall act as the City's representative(s) during the performance of the scope of services. The City Council shall also designate a member to act as a liaison between the City Council and MANAGER.

**ARTICLE 3
MANAGER'S COMPENSATION**

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

**ARTICLE 4
CITY'S RESPONSIBILITIES**

4.1 CITY SERVICES

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

**ARTICLE 5
OWNERSHIP AND USE OF DOCUMENTS**

- 5.1 The documents prepared by the MANAGER pursuant to this Agreement are instruments of the MANAGER'S service for use solely with respect to this Agreement.
- 5.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for its production has been made to the MANAGER in accordance with the terms of this Agreement. The CITY shall retain and use the

City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services

MANAGER'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 6
TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 This Agreement may be terminated by the CITY upon not less than ten (10) days written notice should the MANAGER fail substantially to perform in accordance with the terms of this Agreement through no fault of the CITY.
- 6.2 This Agreement may be terminated by either party for any reason upon not less than thirty (30) days written notice.
- 6.3 The CITY may suspend an open Work Authorizations upon not less than ten (10) days written notice.
- 6.4 The City will comply with the State of Florida Prompt Payment Act. If the CITY fails to make payment, within the forty-five (30) days of invoice approval permitted under Florida Statutes, when due the MANAGER for services and expenses, the MANAGER may, upon seven days written notice to the CITY, suspend performance of services under this Agreement. Unless the MANAGER receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.
- 6.5 In the event of termination not the fault of the MANAGER, the MANAGER shall be compensated for services performed prior to termination, together with reimbursable expenses.

ARTICLE 7
NOTICES

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

CITY OF DESTIN

Lance Johnson, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242

MANAGER

Name
Firm
Street Address, Suite xxx
Destin, Florida 32541
(xxx) – xxx-xxxx

ARTICLE 8
INSURANCE REQUIREMENTS

- 8.1 During the performance of services under this Agreement, MANAGER shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage) and Professional Liability. Such coverage shall adequately protect the interest of the CITY in regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this Agreement. In no circumstance shall the limit of liability be written with limits less than

City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services

\$1,000,000.00 per event/\$2,000,000.00 annual aggregate. MANAGER shall also maintain Workers' Compensation Insurance at a minimum of the statutory limits. The Workers' Compensation Policy shall contain a waiver of subrogation in favor of the CITY. MANAGER shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled, or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted doing business in the State of Florida. Carriers shall be A+ rated by A M Best Company. The Commercial General Liability, Business Automobile and Workers' Compensation policies shall name City of Destin, Florida as an Additional Insured. City of Destin, Florida shall be listed as the Certificate Holder on all certificates. CITY reserves the right to modify its insurance requirements with sixty (60) days written notice to MANAGER.

- 8.2 MANAGER shall supply certificates of insurance specifically stating the RFQ number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.
- 8.3 The required insurance policies shall contain the following provisions:
 - 8.3.1 There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.
 - 8.3.2 The MANAGER shall provide timely reporting of incidents to its insurance carrier as required under the provisions of its insurance policies. A copy of any filed reports shall also be sent immediately to the CITY. The MANAGER shall exercise due diligence to ensure all reporting provisions are met to protect coverage afforded to the CITY, its officers, officials, employees or volunteers.
- 8.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:
 - 8.4.1 Insurance coverage required in these specifications shall be in force throughout this Agreement. Should the MANAGER fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

**ARTICLE 9
SOVEREIGN IMMUNITY**

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

**ARTICLE 10
INDEMNIFICATION**

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

employees in the performance of the Agreement.

**ARTICLE 11
MISCELLANEOUS PROVISIONS**

- 11.1 The CITY and MANAGER intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in the state courts of Okaloosa County, Florida and nowhere else.
- 11.2 All of the representation and obligations of the CITY and MANAGER are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.
- 11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.
- 11.4 This Agreement represents the entire and integrated Agreement between the CITY and MANAGER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and MANAGER.
- 11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or MANAGER.
- 11.6 MANAGER warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the MANAGER to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the MANAGER any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.
- 11.7 Where MANAGER is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, MANAGER shall assume full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.
- 11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.
- 11.9 Time is of the essence under this Agreement.
- 11.10 The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services

- 11.11 If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 11.12 In any dispute relating to this Agreement each party shall be responsible for its respective attorney's fees and costs.
- 11.13 This Agreement is binding on the parties, their successors and assigns.
- 11.14 Public records. MANAGER shall comply with Florida Public Records Laws, specifically to:
 - 11.14.1 Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
 - 11.14.2 Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - 11.14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 11.14.4 Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the MANAGER upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services

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

CITY:

MANAGER:

Lance Johnson
Its: City Manager

By: _____
Its: _____

Date:

Date:

Attest to Signature:

Witness to Signature:

Rey Bailey
City Clerk

SEAL

Print Name: _____

Witness to Signature:

Approved as to Legal Form:

Print Name: _____

Kyle Bauman
City Attorney

EXHIBITS

- A. Fee Schedule
- B. Work Authorization Example
- C. Certificates of Insurance

EXHIBIT A

(Example only. To Be Negotiated)

MASTER SERVICE AGREEMENT

CAPITAL PROJECT MANAGEMENT

FEE SCHEDULE

1. Manager will be paid a set monthly amount of \$_____. This monthly amount will act as a retainer. Manager will track time and materials and invoice the City monthly based upon the billable hourly rates for the approved positions at the rates listed below. The rates will be subject to an annual increase based upon the annual rate of increase not exceed three percent (3%) or the Bureau of Labor Standards Producer Price Index, whichever is lower and shall be based on actual salary increases to employees of the MANAGER.
2. Manager will also be entitled to compensation equal to X% of the construction total to manage capital projects that exceed \$XX,XXX.

EXHIBIT B

[Provided for example only Specific payment terms to be negotiated]

WORK AUTHORIZATION NO. YY-XX
CAPITAL PROJECT MANAGEMENT

To

City of Destin
Destin, Florida

And

Capital Project Management Firm
Address

1. SUMMARY OF SERVICES TO BE RENDERED

Under this Work Authorization, Capital Project Management firm will perform capital project management services related to Destin's ABC Project. Specifically, CPM will provide capital project management services related to design phase of the project.

Authorization of capital project management services related to the bidding and construction phases of this project will be included by separate Amendment to this Work Authorization upon commencement of those phases.

2. Project Cost

Project number:

Total Lump Sum:

The lump sum fee for these services is \$_____, which is based upon a fee of X% of the total project costs (design phase) as summarized below. This fee shall be paid in monthly payments based on a 6-month schedule, with the first payment upon issuance of the Notice to Proceed and the second payment upon receipt of the related operating permit.

Total Project Costs (Design Phase):

Design (Destin's ABC project)	\$
Capital Project Management	\$
Total	\$

City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services

3. Project Schedule

The Design Phase related to this project is scheduled to be complete within number (#) months from the date work authorization is signed by both parties.

4. Notice

CPM Firm President

CPM Firm, Vice Pres.

Certification the Sufficient Funds are Available:

City of Destin

General Counsel

Dated the _____ day of _____, 2022

DESTIN CITY HALL BOARDROOM
THURSDAY, JUNE 30, 2022
2:00 PM

****BIDDERS:**

Rank	Company	Revenue (\$)
1)	MATRIX DESIGN GROUP, INC.	\$ N/A
2)		\$
3)		\$
4)		\$
5)		\$
6)		\$

Rey Bailey

City Clerk

Kim Montgomery

Deputy City Clerk

****Unless otherwise indicated, all bids were sealed and read aloud.**



Matrix

ORIGINAL

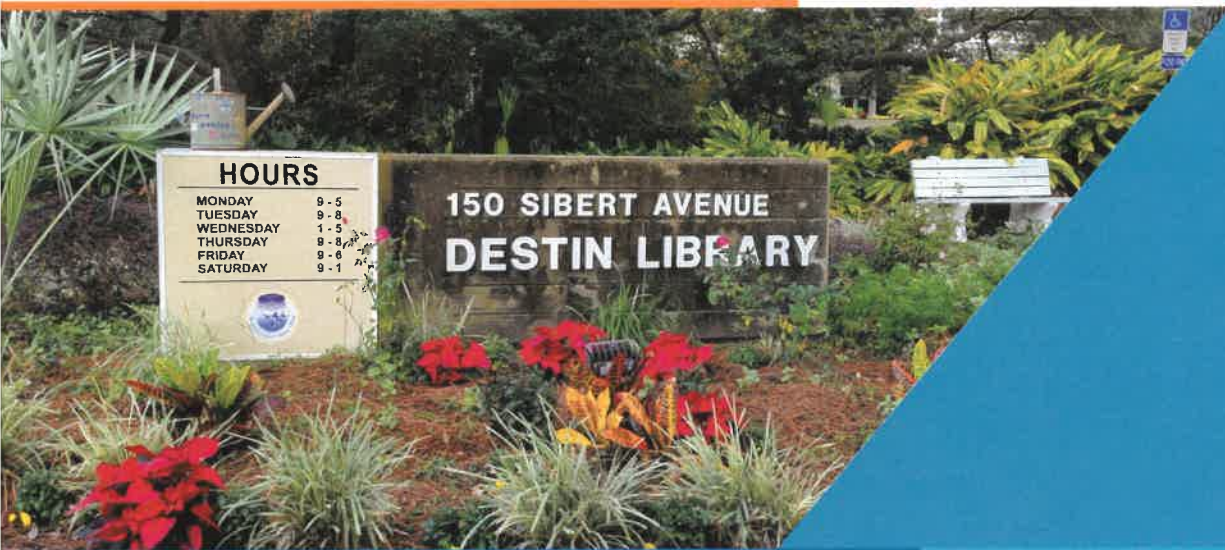
A Statement of Qualifications to Provide

Capital Project Management Services

RFP#22-04-ENG ■ June 30, 2022



Prepared for
**The City of
Destin, Florida**



June 30, 2022

City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, FL 32541

Re: RFQ No. 22-04-ENG, Qualifications for Capital Project Management Services for the City of Destin

Dear Mr. Bailey and Members of the Selection Committee:

Matrix Design Group, Inc. (Matrix) is pleased to present the following proposal to provide capital project management services for the City of Destin. To guarantee we meet the qualifications for all proposed services, we've augmented our 180+ dedicated professionals with well-known and respected partners. Our locally-based Team – **Matrix, MOCA Systems, NOVA Engineering and Environmental, AVCON, Inc., and Gustin, Cothorn & Tucker** – brings decades of experience in capital project management with local, state, and federal government partners. Regardless of the level or task, we pride ourselves on owning the programs assigned to lessen the load for our clients.

The Matrix Team is in a class by itself and is the perfect choice to be your partners for the following reasons:

- **Local Experience.** The Matrix Team will manage this project from our Niceville office and leverage our local experience and relationships to ensure Destin receives quality products on time and on budget. We have an unmatched record of success with numerous municipalities in our region. As a current service provider to the City, we are ready to hit the ground running!
- **One-Stop Shop.** The Matrix Team is truly a one-stop shop. We have every facet of this project covered from boots on the ground to engineers covering every discipline to professional in-house graphics capabilities tying everything together. We will incorporate best practices from our Team's robust resume to spur innovative and effective solutions for the specific needs. Providing integrated, tailorable services simplifies the process for Destin through streamlined contracting and communication, enhanced responsiveness, and multi-layered efficiencies.
- **Best Practices.** The Matrix Team has local construction experience vital to successful capital project management and decades of experience performing similar work for governmental clients throughout the country. The City of Destin will benefit from our tried and true methods and we'll be in a position to bring fresh ideas to address all of your needs.

We look forward to working with the City on these important services. If you have any questions, please do not hesitate to contact me at 850.333.3102 or via email at matrix@matrixdesigngroup.com.

Sincerely,



Sal Nodjoman, PE
Chief Executive Officer



RESPONDENT'S QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32641
Telephone: (850) 837-4242

Check One

Submitted By: Matrix Design Group, Inc. Corporation
Name: Sal Nodjomian, PE Partnership
Address: 320 Bayshore Drive, Suite B Individual
City, State, Zip: Niceville, FL 32578 Other
Telephone No.: 850.279.4298
Fax No.: _____

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

The correct name of the Respondent is:
Matrix Design Group, Inc.

The address of the principal place of business is:
2435 Research Parkway, Suite 300, Colorado Springs, CO 80920

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

- a. Date of Incorporation: 09/03/1999
b. State of Incorporation: Colorado
c. President's name: _____
d. Vice President's name: _____
e. Secretary's name: _____
f. Treasurer's name: _____
g. Name and address of Registered Agent: CT Corporation System
1200 S. Pine Island Road, Plantation, FL 33324

City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services

3. If Respondent is an individual or a partnership, answer the following: N/A

a. Date of organization: _____

b. Name, address, and ownership units of all partners:

4. State whether general or limited partnership: N/A, Matrix is a Corporation
_____ Annual Average Revenue of the Respondent for the last three years as follows:

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

Revenue Index Number

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

5. List and attach all firm licenses, certificates and/or state registrations. Include expiration dates.

Florida Foreign Profit Corporation, expires 05/21/2023

6. List and attach all key staff licenses, certificates and state registrations.

Sal Nodjomian, Florida Professional Engineer #76240

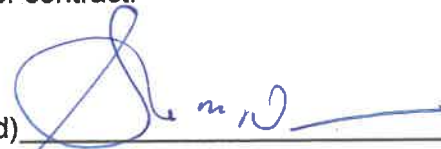
Zakary Payne, Florida Professional Engineer #89927

Lee Lewis, Florida Professional Engineer #50619

7. Describe below instances where you failed to complete any work awarded to you, any lawsuits or claims filed against your firm, and mention any bankruptcy petitions the firm filed within the last 5 years:

N/A

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

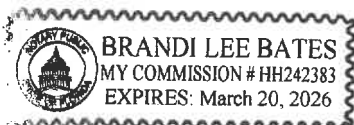
(Signed) 

(Title) Chief Executive Officer

Subscribed and sworn to before me

This 21st day of June, 2022


Notary Public (Signature)



My Commission Expires: March 20, 2026

Proposal

Firm Information

Founded in 1999, Matrix Design Group, Inc. (Matrix) is an employee owned, award-winning, interdisciplinary firm that provides professional engineering, environmental, planning, and program management services to local, state, and federal governments, private sector entities, and other organizations. *We currently have more than 175 employees in 11 offices nationwide* that are fully integrated and work together regularly and seamlessly. Matrix has robust in-house support capabilities including, but not limited to, graphic design, desktop publishing, Geographic Information Systems (GIS), and 3D modeling, providing innovative and cost-effective solutions for our clients.

Dan Schnepf, PE, the founder, remains active with the company as the Chairman of the Board and Chief Financial Officer, and transferred Chief Executive Officer responsibilities to Sal Nodjomian, PE, in April 2019. Sal, the Officer-in-Charge for this project, has been with the firm for more than 10 years. Prior to joining Matrix, he spent 23 years in the United States Air Force, retiring out of Eglin Air Force Base as the 96th Air Base Wing Commander.

Sal will be the primary point of contact for this project. The alternate point of contact will be Zakary Payne, PE. Both Sal and Zakary are registered professional engineers in the state of Florida and their contact information is below.

- Sal Nodjomian, PE: sal.nodjomian@matrixdesigngroup.com, 850.333.3102
- Zakary Payne, PE: zakary.payne@matrixdesigngroup.com, 210.213.1888

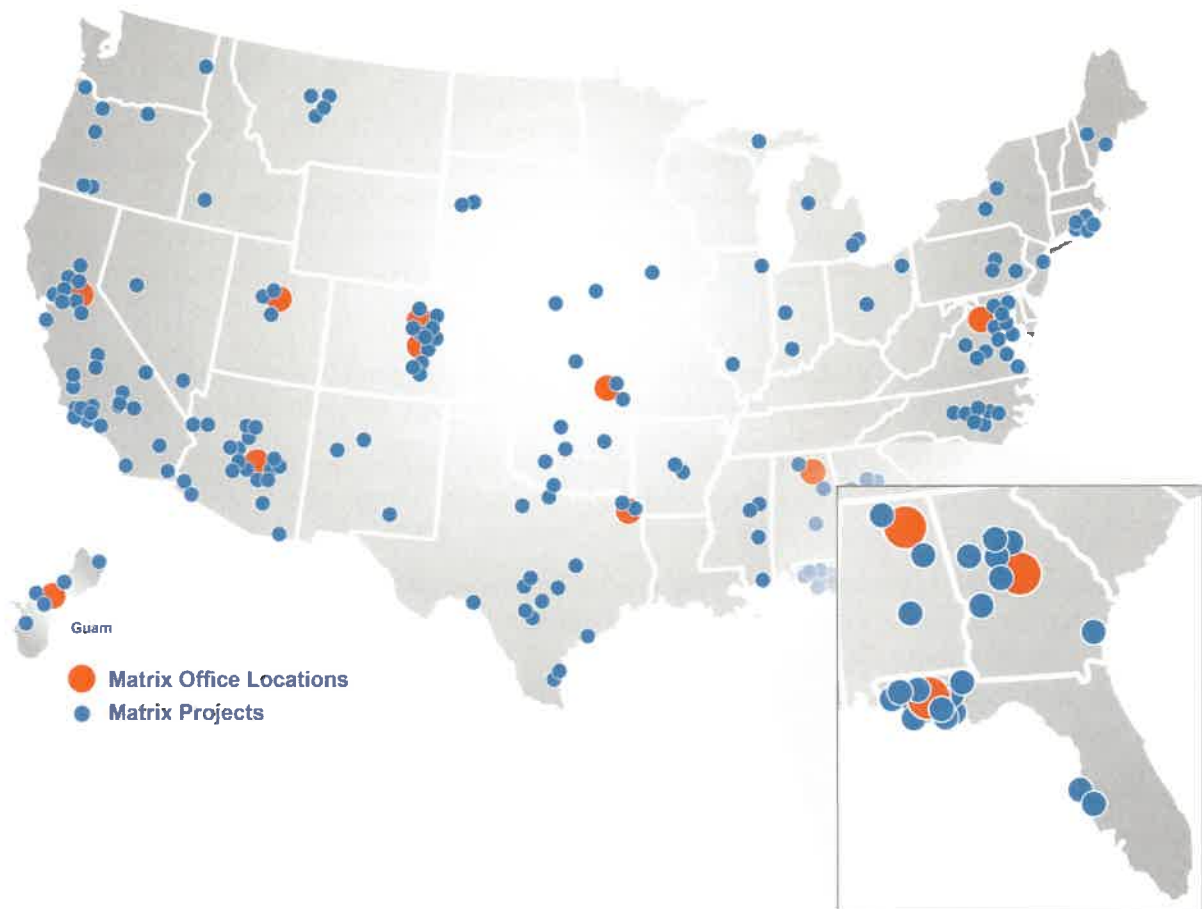
The Matrix philosophy is best explained by the firm's vision and mission. The Matrix vision is *Excellence by Design. Pride in Purpose*. We approach every project with the goal of delivering excellent design solutions that exceed client expectations. We find pride through purposeful selection of projects and clients that align with Matrix core values and strategic direction. It is easy to find pride in our purpose while serving the City of Destin and Okaloosa County, areas our Team members calls home.

The Matrix mission is to deliver *innovative solutions for a sustainable tomorrow*. This further illustrates our philosophy focused on solutions that meet the needs of today but are designed for where our clients are going in the future. Importantly, Matrix prides itself on developing long-term sustainable solutions. The focus of this effort needs to be on what the city wants to be, not where it is today.

Matrix is organized into 13 functionally-aligned Centers of Excellence (COE) led by officers of the firm (vice president or higher). While each COE is responsible for its own projects, the firm employs only one profit center making it very easy to move resources across the organization to support projects with the right mix of technical expertise needed to deliver innovative solutions on behalf of our clients. In addition, Matrix employs a *practicing - principal model* to every project. This means that the Officer-in-Charge, Sal Nodjomian, PE, will be actively involved in this program along with other officers of the firm to ensure that the city's capital improvement program is executed flawlessly. This commitment of senior leaders within the firm, coupled with our vision and mission, are exactly what the City of Destin needs to achieve their desired goals.

Statement of Interest

The City of Destin needs a consultant team that has experience executing capital project management programs. The city needs a consultant team that is not afraid to lean forward and own all tasks assigned. The city needs a consultant team that understands construction, especially construction in northwest Florida. Lastly, the city needs a capable partner that understands how to move them forward while preserving the charm that makes Destin special. *We are that team!*



Matrix is a local firm with nationwide reach-back capability, capacity, and a library of best practices and lessons learned that will be integral to successful execution of the Destin capital project management program. The Matrix team has experience executing all four tasks (pre-design and design services; management of construction; management of post-construction activities, and program management) independently for a variety of local, state, and federal government organizations throughout the continental United States and abroad. Through our experience, we have gained a strong understanding of what works from both a process and performance perspective. These best practices and experiences will be vital to setting the city on the right track for successful execution of their capital project management program.

List of Included Firms

If that isn't enough, we've enhanced our capabilities further by adding a variety of local partners to form a Team tailor-made for this pursuit. Well-respected names like AVCON, MOCA Systems, NOVA Engineering and Environmental, and Gustin, Cothorn & Tucker have joined the team and significantly enhanced the overall value we bring. For this project, each firm has been carefully selected based on key capabilities they provide.

Together, our firms have a rich history of successful program and project execution throughout the local area. Our combined local presence means our team of engineers, planners, construction managers, and others are ready to tackle this important project on behalf of the city.



AVCON, Inc. Founded in 1998, AVCON has grown to include more than 50 engineers in 11 locations across the southeastern United States. They are a trusted, Florida-based, full-service consulting firm specializing in all facets of engineering including mechanical, electrical, and plumbing. AVCON has successfully served a wide variety of local governmental

agencies in Northwest Florida and throughout the state with dependable, high-quality professional engineering services since their inception. AVCON, Inc. is a Minority-Owned Business Entity that shares office space with Matrix in Niceville. The AVCON/Matrix partnership runs deep, as we partner regularly on projects all over the panhandle of Florida. For this pursuit, AVCON will provide mechanical, electrical, and plumbing expertise – three areas that will be critical to providing complete programming documents and accurate cost estimates.



MOCA Systems, Inc. As a woman-owned small business established in 1999, MOCA has a history of delivering quality solutions to their clients' most challenging problems. Their focus is on helping clients transform

the way their projects are planned, designed, built and managed. MOCA's ability to align their clients' projects for success through early project definition is a key differentiator that sets them apart from other planning, programming and estimating firms serving federal government, local government, and higher education clients nationwide. MOCA Systems, Inc. is a Woman-Owned Small Business providing programming and cost estimating expertise to the team. MOCA Systems is a recognized federal government cost estimating expert. More important, they employ the MOCA Plan, a web-based software that can be used to summarize data, visualize funding scenarios, and provide a host of other capabilities that will give the City unprecedented visibility into the status of the facilities they own.



NOVA Engineering and Environmental, Inc. Established in 1996, NOVA was originally founded to provide environmental consulting, geotechnical engineering, and construction materials testing and inspection services to the design and construction community. Currently, NOVA employs

more than 420 personnel in 16 offices serving clients throughout the southeastern United States and beyond. Their professional staff consists of registered engineers, geologists, scientists, certified industrial hygienists, ICC inspectors, building officials, laboratory specialists, NICET-certified technicians, AWS-certified welding inspectors, and specialty consultants. NOVA Engineering and Environmental, Inc. is a nationwide firm with local presence and expertise that will serve as the "boots on the ground" when it comes to completing facilities assessments. NOVA has a team of professionals whose sole focus is on property condition assessments. That team of professionals will bring the full complement of its capabilities for the City.

Gustin, Cothorn & Tucker Since 1982, Gustin, Cothorn & Tucker, Inc. has been surveying and mapping in northwest Florida. The firm services Okaloosa, Walton, Santa Rosa and Bay counties, including Niceville, Bluewater, Valparaiso, Crestview, Shalimar, Fort Walton Beach, Destin, Freeport, and communities along 30A. Gustin, Cothorn & Tucker has been a trusted name in the surveying industry for more than three decades, and is very familiar with the local area. They take a team approach to their work and strive for excellence in all our survey products.



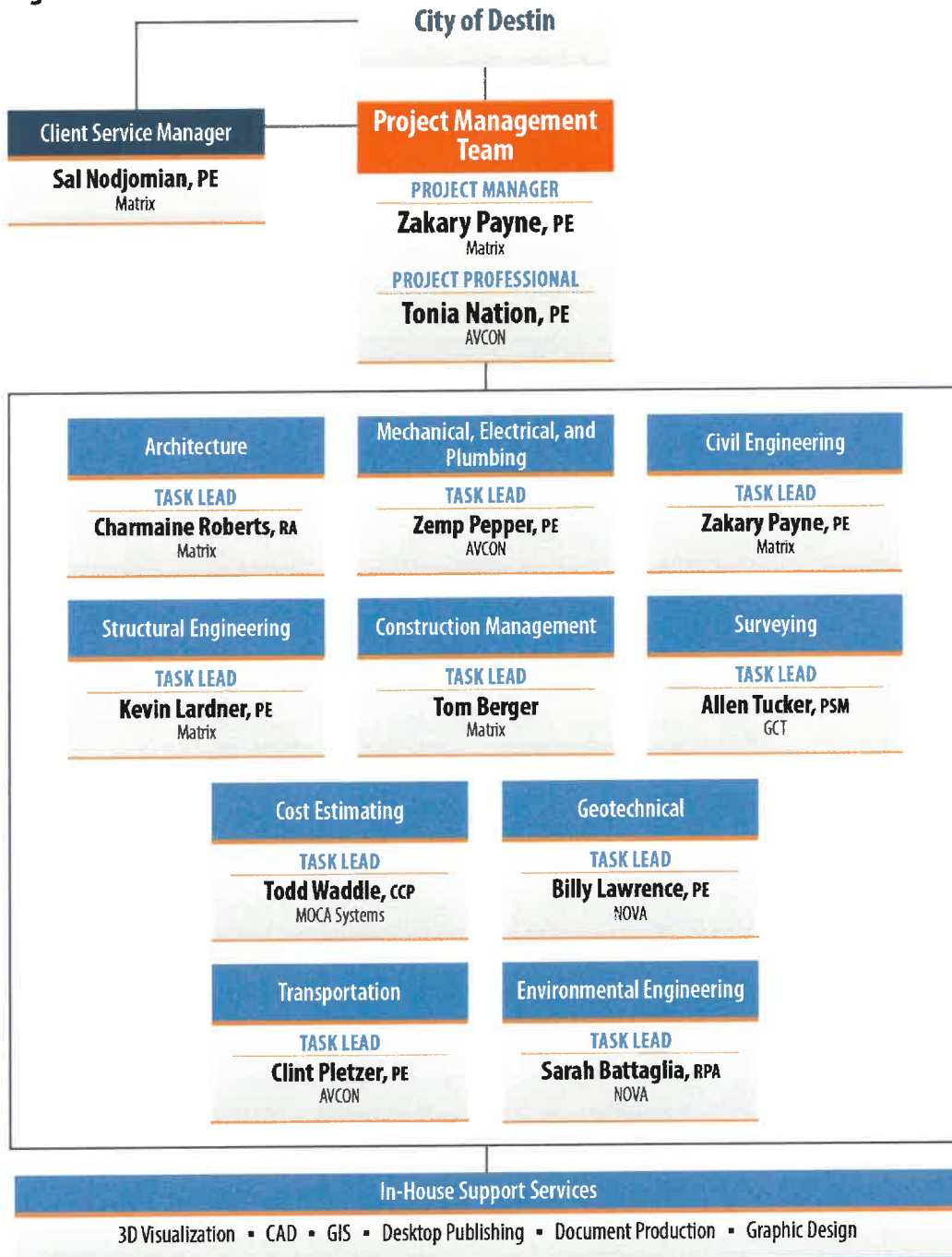
“Matrix treats their clients with the utmost respect and delivers on every promise they make. In addition to unmatched technical expertise, they provide a level of service few can match; they are the best in the industry and an absolute joy to partner with.”

Kay Rasmussen
Okaloosa County EDC

Project Team

The success of Matrix is dependent on the quality of personnel that we employ and the partnerships that we maintain. The same holds true for this important project. Each team member has been added to the team to fill specific roles associated with the project and we are confident that both the breadth and depth of our team will outmatch all others.

Matrix Team Organizational Chart





Sal Nodjoman, PE

Client Service Manager

Sal is the Chief Executive Officer for Matrix Design Group. He has had a distinguished career leading diverse teams in operations, developing facility and infrastructure plans and programs, delivering community and public works services, and producing engineering and economic analyses. Sal has served as the Officer-in-Charge on numerous large, complex, multidiscipline programs and projects, and he has direct leadership experience recovering utility systems, electrical distribution networks, road systems, facilities, airfields, and more. He conducted inspections, developed bid documents, reviewed plans, and provided overall direction. With 24 years of military service and experience as a Niceville city councilman, local business owner, Niceville-Valparaiso Chamber board member, and local community leader, Sal brings unique understanding to this project.

Areas of Expertise

Military Fiscal Impact Assessment
 Program Management
 Facilitation and Public Engagement
 Strategic and Master Planning
 Department of Defense (DoD) Policy Development
 BRAC Contract Administration

Education

M.S. – National Security,
 National Defense University
M.S. – Military Operations,
 Air University
M.A. – Organizational Management,
 George Washington University
M.S. – Geotechnical Engineering,
 Ohio State University
M.A. – Public Administration,
 Northern Michigan University
B.S. – Civil Engineering,
 University of Delaware

Professional Registrations/Affiliations

Florida Professional Engineer,
 License No. 76240
 Society of American Military Engineers
 (SAME), Immediate Past National
 President, Board of Directors
 Association of Defense Communities
 (ADC)

Relevant Experience

Commander, 96th Air Base Wing | Eglin AFB, Florida

Prior to joining Matrix, Sal served for nearly 24 years in the U.S. Air Force, finishing his career as the Installation Commander for Eglin AFB. He oversaw 6,000 personnel in providing all base operational support, infrastructure, and services support for DoD's largest installation. He supported the world's premier weapons development program and 46 mission partners; interacted with elected officials and led his base to 2010 and 2011 "Best Installation" in command awards and ADC's "DoD Installation of the Year Award." He routinely dealt with encroachment and compatibility challenges, aging infrastructure, security and gate concerns, range requirements, and Joint Use Airfield issues.

Redevelopment/Capital Improvement

As program manager for multiple large-scale development and redevelopment projects, such as the Fort Walton Beach Downtown Master Plan (Phases 1 and 2) and the overall development of Deer Moss Creek, Sal has personally orchestrated all elements of what this project will entail, including traffic analysis, transportation planning and alternatives development, capital improvements, cost estimating, economic and financial analysis, stakeholder engagement, community surveys, and public presentations. His position as program manager required skills and knowledge of mobility planning, engineering, public process facilitation, economic analysis, client management, and more.

Community Assessments and Economic Impact Analysis

As program manager, Sal was responsible for overall program execution, to include data collection, analysis, public engagement, and administrative requirements for several large-scale community assessments and economic impact studies. These projects typically included market studies, economic and fiscal impact assessments, focus group facilitation, and survey design, implementation, and analysis. In addition to conducting market and financial analysis, Sal's understanding of federal- and state-level financial, economic, and demographic data and their implications for local planning goals was invaluable to clients.



Zakary Payne, PE

Project Manager; Civil Engineering Task Lead

As deputy director of Government Consulting Services for Matrix, Zakary is responsible for facilitating partnerships between state and local governments and the adjacent military installations. Zakary combines his 15 years of military service with expertise in leading public works efforts and process improvement to deliver collaborative results that exceed clients' expectations. He is also a registered professional engineer in Florida where he has land development design expertise critical to implementing master plan objectives.

Relevant Experience

Areas of Expertise

Program Management
Asset Management
Installation Management
Process Improvement
Public/Private Partnerships
Intergovernmental Service Agreements
Client Relationship Management

Education

M.B.A. – University of Texas at San Antonio

B.S. – Civil Engineering,
United States Air Force Academy

Professional Registrations/Affiliations

Florida Professional Engineer,
License No. 89927
Texas Professional Engineer,
License No. 102315
Colorado Professional Engineer,
License No. 56171
Society of American Military Engineers
Association of Defense Communities
United States Air Force Academy,
Young Alumni Ambassador

Schriever Air Force Base, Colorado

Zakary was hand-selected to lead the Schriever Air Force Base capital improvements program which included a \$150 Space Operations Center Military Construction project and several high visibility bed down projects for the National Space Defense Center and Joint Forces Space Component Command. The complex, \$40M annual program involved significant HVAC and electrical infrastructure improvements and construction of Sensitive Compartmented Information Facilities.

Joint Base San Antonio, Texas

Zakary has intimate knowledge of Joint Base San Antonio (JBSA) where he served as the deputy base civil engineer at JBSA-Randolph. He led 280 personnel responsible for protecting, maintaining, and improving more than 300 facilities and 4,200 acres at historic Randolph AFB, Sequin Auxiliary Airfield, and Canyon Lake. During his time there, Zakary oversaw planning, programming, budgeting and execution of a \$120M capital improvements program that included over 60 active construction projects at one time.

Asset Management/Process Improvement

As a program manager at the Air Force Civil Engineer Center, Zakary was responsible for developing and implementing centralization policies. He utilized his experience with Common Output Levels of Service (COLS) at JBSA to redefine COLS at the Air Force level resulting in cost savings and efficiencies Air Force-wide. He also created the construction tasking order (CTO) that communicates annually what requirements the Air Force intends to execute in the next fiscal year and serves as a critical tool for contractors in the community to utilize for workflow projects and upcoming pursuits.

Land Development Engineering

As a registered professional engineer at Pape-Dawson Engineers, Inc. in San Antonio, Zakary managed all facets of civil engineer design for both commercial and residential projects. He partnered closely with the City of San Antonio and other municipalities to develop plat and submittal documents, utility plans, and subdivision layouts meeting clients' needs. His most notable accomplishment was serving as the project engineer for Morgan's Wonderland, the world's first ultra-accessible park for special needs children.



Tonia Nation, PE

Project Professional

Areas of Expertise

Project Management
Stormwater Modeling
Stormwater Design and Permitting
Cost Estimating and Project Budgeting
Site Development
Utility Design and Permitting

Education

B.S. – Civil Engineering
Florida State University

Professional Registrations/ Affiliations

Florida Professional Engineer,
License No. 64631

Tonia has served as the project manager for many types of public and private projects including parks, recreation facilities, golf courses, airport projects, and private sector developments. She understands the local permitting processes and works with local permitting agencies daily to ensure the civil design and permitting is a smooth process. Her recent project experience includes the design and permitting of subdivisions throughout Northwest Florida, including new roadways, utilities, and stormwater infrastructure in Hammock Bay, and many other private clients throughout Northwest Florida. Tonia works with the NFWFMD, FDOT, FDEP, COE, and local municipalities. She is accustomed to working with interlocal agreements and coordination with multiple agencies.

Relevant Experience

City of Fort Walton Beach Landing Master Plan |

Fort Walton Beach, Florida

Tonia served as Project Manager for the master planning of the Fort Walton Beach Landing, to transform the Landing into a citizen and tourist destination for the City. The project included recommendations to accommodate a natural amphitheater seating for the new bandshell, along with new public parking, sidewalks, public boat docks, and a children's splash-park. Master Planning included meeting with stakeholder groups, city staff, and the Fort Walton Beach Chamber of Commerce to ensure that the plan met the City and the users' needs. The master plan included a capital improvement plan with three phases that are to be designed and constructed as funding becomes available.

Okaloosa County Public Works General Consulting

Services | Okaloosa County, Florida

Under this General Consulting Services contract key projects include Lake Silver Erosion Control and Stormwater Design, Lake Silver Restoration Permitting and Construction Administration, West Hangar, T-Hangar Development Phase III, Okaloosa County Building/General Construction Inspection, Lake Lorraine Drainage System Assessment Baker Parking Lot Rehabilitation, 12th Avenue Sidewalk Improvements, Okaloosa County Agriculture Extension Office, and Bluewater Bay MSBU Hazard Mitigation.

Hammock Bay | City of Freeport, Florida

AVCON has provided general consulting services to the Jay Odom Group since 2013. AVCON's work consists of roadway, platting, utility infrastructure design, and stormwater design for the Hammock Bay subdivision. Design services include the design and permitting of 6+ miles of roadway, potable water, sanitary sewer, and the associated stormwater infrastructure. The systems were designed to be owned and operated by the City of Freeport upon completion of the subdivisions. AVCON has designed and permitted 15+ roadways, potable water, sanitary sewer, and associated stormwater infrastructure throughout Hammock Bay.





Charmaine Roberts, RA

Architecture Task Lead

As an architect for Matrix Design Group, Charmaine performs a wide variety of professional services as they relate to construction management and contract administration. Additionally, she is a leader in quality assurance, space management, and facility assessments. Charmaine has nearly 25 years of military and private sector experience in public works and major asset sustainment and capital investment. Charmaine has been a Florida-registered architect since 2014.

Relevant Experience

Areas of Expertise

Contract Administration
Facility Assessments
Project Management
Project Design
Space Utilization

Education

Master of Architecture,
Tulane University

Bachelor of Architecture,
Tulane University

Professional Registrations/ Affiliations

Florida Registered Architect,
License No. AR97152

Project Management/Programming/Coordination

Charmaine served as deputy program manager for complex series of projects for the Air Force Enlisted Village (AFEV). Specific projects include: the Community Center addition; Community Center interior renovation; Village 6 Complex new construction; and Village 1 – 4 interior renovations (prototype project). The portfolio of projects totaled nearly \$25 million and required the following skills: program and project management; facility condition assessments; coordination and communication among various stakeholders; cost estimating; development of concept plans, interior layouts, and schematic designs; construction contract administration; and quality assurance.

Project Design

Charmaine served as lead architect and supporting architect on a number of efforts while in the Air Force. Her portfolio of projects included design for medical clinic addition, warehouse, and training facilities. She also designed renovations for a theater, air passenger terminal, and a fitness center. Charmaine reviewed and provided oversight of a Pentagon renovation project to ensure proper design and alignment of requirements. She established scope of work, cost estimates, and designed numerous expedient projects. She also completed architectural design and contract documents for \$6 million aircraft hangar renovation on Andrews AFB, Maryland.

Space Utilization/Space Management

Charmaine performed a number of planning studies and assessments both while in the Air Force and in the private sector. She assessed facility condition/function for more than 300,000 square feet of Pentagon space to include design actions. She developed and managed five-year facility and infrastructure development plans for Hurlburt Field, Florida. Charmaine also managed and executed comprehensive and five-year plans for Bolling AFB, Washington, DC.



Zemp Pepper, PE

Mechanical, Electrical, and Plumbing Task Lead

Areas of Expertise

HVAC

Plumbing

Fire Protection

Electrical

Low Voltage

Education

B.S. – Mechanical Engineering,
University of Florida

Professional Registrations/Affiliations

Florida Professional Engineer,
License No. 41147

Zemp serves as mechanical design manager at AVCON where he is responsible for oversight of the firm's MEP Group. Over his 30+ year career, Zemp has completed hundreds of renovations and new construction projects. His wide range of experience includes convention centers, educational buildings, parking garages, municipal buildings, commercial buildings, universities, performing arts centers, museums, airports, hotels, and healthcare facilities. His focus is on the design, analysis and layout of HVAC, plumbing, fire protection, electrical and low voltage components for a wide variety of projects. His projects have included commercial kitchen design; domestic water, hot water, sanitary, and storm drainage design; rooftop air conditioning unit design; and controls, exhaust fans, and outside air ventilation and air distribution system design. Additionally, many of his recent projects were performed on a Revit platform.

Relevant Experience

Facilities Inventory and Operational Assessment |

Fort Walton Beach, Florida

Zemp served as the lead engineer for inventorying and assessing the mechanical systems of 14 city-owned facilities, including HVAC, plumbing, and fire protection systems. The condition of each mechanical system was evaluated to identify the operational efficiency, age, and any deficiencies which may reduce the system's life-expectancy. The results of the assessment were included in future project requirements in the overall capital improvement plan.

HVAC Upgrades | *Northwest Florida State College, Niceville campus and Fort Walton Beach campus, Florida*

As the mechanical engineer for AVCON, Zemp led the engineering design of HVAC system improvements at two Northwest Florida State College campuses. Both projects included replacement of the entire network of underground hot water and chilled water piping throughout the campus to connect every building to the respective central plant. The project on the Niceville campus also included design of three large, water-cooled chillers, chilled water and condenser water pumps, high efficiency gas-fired boilers, hot water distribution pumps, and a new cooling tower, representing nearly \$11 million in improvements.

Terminal Building MEP Assessment |

Gainesville Regional Airport, Gainesville, Florida

AVCON conducted field surveys for visual inspection and data collection on MEP equipment including chillers, boilers, pumps, air handling units, fans, electrical switchgear, panelboards, and emergency generator. A summary report was prepared evaluating all mechanical equipment and noting deficiencies that were discovered in the field or confirming that existing equipment was still viable for operation with the expected service life noted. Recommendations were provided for replacement of equipment that was near the end of service life or where operational issues were of concern.





Kevin Lardner, PE

Structural Engineering Task Lead

Kevin has ten years' experience as a project manager and lead structural engineer for bridge projects and bridge inspection projects at the city, state, and federal levels. As a project manager, Kevin has managed multimillion-dollar projects involving many stakeholders and agency coordination. His approach to project management stems around proactively mitigating risk to ensure conformance with project schedules and budgets.

As a lead structural engineer, Kevin has designed vehicular and pedestrian bridges that range from simple, single-span bridges to multi-span bridges over 800 feet long. Additionally, Kevin is a Federal Highway Administration (FHWA) National Highway Institute (NHI) certified bridge inspector and has inspected over 350 structures throughout the Front Range. Additionally, Kevin has performed load ratings for highway loading and military vehicle loading for existing and new bridges.

Areas of Expertise

AASHTO LRFD Bridge Design
Structural Engineering Analysis and Design with Visual Analysis and Bentley Leap Bridge Software
AISC Steel Design
ACI Concrete Design

Education

M.S.E – Engineering, Structural Engineering, Arizona State University
B.S.E – Engineering, Civil Engineering, Arizona State University

Professional Registrations/Affiliations

Florida Professional Engineer, License No. 91005
Colorado Professional Engineer, License No. 51209
Arizona Professional Engineer, License No. 65955
New Mexico Professional Engineer, License No. 27202
M.ASCE No. 961763
Certified Bridge Inspector, National Highway Institute (NHI)

Relevant Experience

Boulder Minor Structures Inspections | *Boulder, Colorado*

Kevin served as the team lead bridge inspector and structural engineer on 76 minor structures inspections for the City of Boulder. The data collected was instrumental in the development a complete inventory of bridge assets since it was the first time that the condition of the minor structures had been documented. Structure ratings were performed consistent with NBIS and PONTIS reports from CDOT. All data collection was input into the City's asset management program ArcGIS Collector to manage the information and data.

Colorado Springs Minor Structures Inspections |

Colorado Springs, Colorado

Kevin served as the team lead bridge inspector and structural engineer on 160 minor structures inspections for the City of Colorado Springs. The data was collected in accordance to FHWA-NHI requirements and input into the City's asset management program, Cartegraph. Kevin coordinated with local stakeholders to obtain access to structures that were on shared property with the City.

Boulder Minor Structures Inspections | *Boulder, Colorado*

Kevin served as the team lead bridge inspector and structural engineer on 76 minor structures inspections for the Boulder. The data collected was instrumental in the development a complete inventory of the City's bridge assets since it was the first time that the condition of the minor structures had been documented. Structure ratings were performed consistent with NBIS and PONTIS reports from CDOT. All data collection was input into the City's asset management program ArcGIS Collector to manage the information and data.



Tom Berger

Construction Management Task Lead

Tom is a construction management professional with more than 31 years of experience. Tom has extensive experience with project management of infrastructure projects, including design, construction, demolition, maintenance and environmental clean-up. He routinely works with design, geotechnical, survey, architectural and other specialty consultants on technical matters. He manages Matrix's construction management and survey operations, providing comprehensive field expertise to private and public clients alike. Tom has successfully delivered projects throughout the Denver Metro area and elsewhere, working with a number of municipal, county, state, and federal agencies.

Areas of Expertise

Construction Project Management
Civil Project Support
Development Program Management
Land Development Construction
CMGC/Integrated Project Delivery
Agency Coordination
Budget Creation/Analysis

Education

M.B.A. – University of Denver,
Denver, Colorado

B.S. – Electrical Engineering,
Lafayette College, Easton,
Pennsylvania

Professional Registrations/Affiliations

Boulevard One Community
Association, President
Society of American Military Engineers,
Treasurer – Denver Metro Post

Military Service

Retired Army Colonel (Engineer)
13 years active, 17 years in Reserves

Relevant Experience

Lowry Redevelopment Authority | *Denver, Colorado*

For more than 20 years, Tom managed all civil and land development construction activities for the master developer/owner on 1,800-acre mixed-use, urban redevelopment. He directed design, construction, demolition, environmental cleanup, and maintenance, including nearly 50 miles of roadway construction. He supervised a staff of project managers, inspectors, and maintenance workers, and developed and managed project and operations budgets and schedules. Tom collaborated with other senior staff on marketing, sales, program budgets, financing, community relations and legal matters. Tom continues to assist the Authority with development closeout.

Broadway Station | *Denver, Colorado*

Tom is the owner's representative for a 50-acre mixed-use urban redevelopment at the former Gates Factory site, including construction planning for land development activities, construction contract management, and oversight of all infrastructure construction, including 3 bridges. He interacts with Denver, CDOT, RTD, UPRR, BNSF, and CDPHE among other agencies.

Granby Ranch Road Rehabilitation | *Granby, Colorado*

Tom supervised the comprehensive construction inspection services for Granby Ranch, including daily construction reporting, scheduling, cost reporting, full inspection, and contractor oversight for the owner. Services also included ongoing coordination with the Town of Granby to ensure efficient project close-out.

Air Force Enlisted Village | *Shalimar, Florida*

Tom provided technical support to the Bob Hope Enlisted Village housing expansion project. Tom assisted with management and troubleshooting of design development and construction efforts for both the civil and vertical elements of work.



Allen Tucker, PSM

Surveying Task Lead

Allen has been a licensed surveyor for 32 years with 40 years of experience in the surveying and engineering profession. He and two partners founded Gustin, Cothorn & Tucker, Inc. in 1982 and Allen is currently the president and sole owner of the company.

Allen has worked in all areas of surveying, including boundary surveys, route surveys, photogrammetric control surveys and global positioning system (GPS) surveying. For the past twenty years, he has worked extensively throughout Alabama and northwest Florida primarily as manager of large boundary surveys and large engineering projects. Allen, acting as project manager, has completed several Alabama Electric Cooperative Route surveys using GPS. These transmission line route projects ranged from 10 to 35 miles and involved establishing state plane horizontal and vertical control, right-of-way surveys, profiles, cross sections, surface and sub-surface utility locations and construction stakeout. He has managed projects that involved establishing photo control for a regional land fill in Blount County, Alabama. Allen was project manager for establishing survey control for a 25,000-acre tract east of Freeport, Florida.

For the past 10 years Allen has assisted with the managing of engineering projects from construction to completion. This work includes coordinating field work, CAD work, complying with city and/or county codes and managing the construction of said projects. These projects consist of both commercial and residential projects.

Allen currently manages GCT's surveying projects for engineering design and construction stake out, including pre-design surveying for roads, subsurface utility location, as well as cross sectioning proposed roads, and staking utilities and roads for construction.

Relevant Experience

Allen started with pre-engineering surveying to construction stake out of the entire project.

Eglin AFB Southern Boundary Retracement | Eglin AFB

Allen re-surveyed Eglin's southern boundary from Walton County to Santa Rosa County, resetting missing corners and locating fixed encroachments.

Okaloosa-Walton College Campus Surveys | Niceville, FL

Surveyor of Record and contract administration for boundary and topographic surveys of the Niceville, Fort Walton Beach, Crestview, and DeFuniak Springs campuses of Okaloosa Walton College

Deer Moss Creek Civil Engineering | Niceville, FL

Survey manager and engineering support for 1,100-acre boundary and topographic surveys for the design of residential subdivisions and subsequent construction stake out.

Areas of Expertise

Surveying

Construction Administration

Education

B.S. – Resource Management and Planning, Humboldt State University

Professional Registrations/Affiliations

Florida Professional Surveyor and Mapper, License No. LS4584





Todd Waddle, CCP

Cost Estimating Task Lead

Todd develops construction cost estimates at all phases of budgeting, design, and during construction for federal, state and local, and commercial projects. He attends design charrettes; coordinates with other discipline-specific cost estimators; and verifies quantities, pricing, and markups. Todd is responsible for quality control, including compliance with Lead Estimator's Checklist, and assembling QC package for quality assurance review. He is a trained user of MII, PC-Cost, RS Means, PACES software estimating systems, and trained in Army Corps of Engineers DD1391 construction project programming.

Areas of Expertise

Cost Estimation
Design Charrettes
Quality Control
Construction Project Programming

Education

B.S. – Environmental Design and Construction Science, University of Oklahoma

Professional Registrations/Affiliations

AACEI Certified Cost Professional (CCP), No. 2453

Relevant Experience

Compound Semiconductor Laboratory and Microelectronics Integration Facility | Hanscom AFB, MA | Cost Estimator

Todd prepared quantity take-offs and detailed independent cost estimates at each design phase to construct a new 160,252 sq. ft. laboratory and office space, specialized construction requirements for sophisticated clean rooms for microprocessor development and experimentation with complex HVAC and electrical systems, secure communication areas, toxic, hazardous, and corrosive process liquid and gas storage.

James A. Haley Veterans Affairs Medical Center D-B Phase Four New Bed Tower, | Tampa, FL | Cost Estimator

Todd prepared detailed quantity take-offs and cost estimates at each design-build RFP phase to construct a new 223,000 sq. ft. bed tower with six occupied levels for 100 medical/surgical nursing inpatient beds, 40 intensive care unit beds, dining, satellite central utility plant, associated support spaces, and connections to the existing hospital.

Presidential Aircraft Recapitalization (PAR) Complex | Andrews AFB, MD | Cost Estimator

Todd prepared estimates at each design phase, including to construct a 376,000 sq. ft. two-bay hangar, maintenance shops, administrative areas, pavement and utility infrastructure, and site development.

Cold Regions Research and Engineering Laboratory Renovation | Hanover, NH | Cost Estimator

Todd prepared estimates to renovate a laboratory by replacing fume hoods and providing controls, valves, connections for existing hoods plus replacing existing roof fans with fans with heat recovery alternative for the installation of a three-way valve in the sub-basement at the heat exchanger.

Engineer Research and Development Center HQ Facility | Vicksburg, MS | Cost Estimator

Todd prepared detailed independent estimates for each design submittal for a new 143,500 sq. ft. multi-story administrative facility with site development, utilities, and pavements.





William (Billy) Lawrence, PE

Geotechnical Task Lead

Billy is the senior regional engineer for NOVA's Panhandle branch offices (Pensacola, Panama City Beach and Tallahassee), and has over 24 years of experience in geotechnical engineering, subsurface exploration/drilling and construction materials testing services. He has performed geotechnical explorations for single- and multi-storied structures. Typical projects have included residential structures, commercial, heavy industrial and aerospace developments along with education and governmental facilities. Billy has served as project geotechnical engineer and project manager on a wide variety of geotechnical engineering and materials testing projects throughout the southeastern United States. He also has extensive background serving as a threshold special inspector representative on many projects along the Florida Panhandle.

Education

M.B.A. – University of Texas at San Antonio

B.S. – Civil Engineering,
University of South Alabama

Professional Registrations/Affiliations

Florida Professional Engineer,
License No. 60147

Professional Engineer,
GA, AL, MS, LA, AR, IN, TX

Florida Engineering Society (FES)

American Society of Civil Engineers
(ASCE)

Relevant Experience

Destin Projects:

- Affordable Banquet Storage
- Henderson Beach Villas - CMT
- Microtel Inn & Suites - Destin #54797
- Dick's Sporting Goods - Destin, FL
- Corpus Christie Catholic Church
- James Lee Park SMS
- Commons Drive West Mast Arms/TownePlace Suites
- Henderson Beach Resort - North
- Grand Harbor Foundation Settlement Investigation
- Coral Reef Club Parking Lot Replacement
- Regatta Bay Hotel - GEO
- Gregg Orr Marine Parking Lot
- Commodore Retreat
- Alvin's Island #11
- Immanuel Anglican Church Building
- Henderson Beach Resort Cottages
- Regatta Bay Hotel – ENV

Okaloosa County Projects:

- Fort Walton Beach Recreation Complex – CMT, TI
- Fort Walton Beach Community Resource Center
- Fort Walton Beach Landing Park Improvements
- Fort Walton Beach Commercial Development
- Fort Walton Beach Field Office
- Fort Walton Beach Medical Center Expansion
- Okaloosa County Administration Building
- Okaloosa County Beach Access #4, #5
- Okaloosa County Courthouse – SMS
- Okaloosa County Sheriff's Training Facility
- Roadway and SMS - Okaloosa County, FL
- Saroco Rd. Improvements - Okaloosa County, FL





Clint Pletzer, PE

Transportation Task Lead

Clint has worked on more than 40 roadway design projects in his 19 years of experience, and he is versed in all phases of FDOT plans preparation. His skills include development of horizontal and vertical alignments utilizing GEOPAK, utility coordination and adjustments, maintenance of traffic, cost estimates, and construction drawing development in CADD format. Several of his projects have required extensive utility coordination, relocation, and design with entities like Progress Energy, TECO Peoples Gas, AT&T, Bright House, and numerous telecom companies.

Relevant Experience

Areas of Expertise

Roadway Design
Maintenance of Traffic
Utility Coordination
Cost Estimating

Education

B.S. – Civil Engineering,
University of Central Florida

Professional Registrations/Affiliations

Florida Professional Engineer,
License No. 69221

Casselberry City Center | Casselberry, Florida

Clint served as senior roadway engineer for the development of roadway and site plans, including a redesign of Triplet Lake Drive. The scope of work consisted of design of the demolition, drainage and mass grading; a roundabout; a three-way intersection; utilities; and parking areas. Triplet Lake Drive now serves as a signature gateway into the City of Casselberry, enhancing an attractive commercial, residential and administrative complex at the city's center.

Pine Hills Road Safety Improvements |

Orange County, Florida

Clint served as project manager for this 3.5-mile project that included changes to the typical section and access management, drainage improvements, signalization upgrades and pedestrian improvements. The existing Pine Hills Road is an urban four lane typical section with bi-directional center left turn lane. To reduce crashes in this corridor, the bi-direction center left turn will be removed and replaced with a raised curb and grassed median and targeted left turn lanes. Other safety improvements include the addition of pedestrian only signals and the relocation of mid-block crossings. Pedestrian upgrades include the reconstruction of driveways to meet ADA requirements and the addition of a multi-use trail. Drainage improvements include the addition of curb inlets to correct sub-standard spread conditions.

Oak Ridge at Winegard Signal | Orange County, Florida

Clint served as project manager to provide a new signal system. Minor intersection modifications were required with ITS modifications and signing and pavement marking upgrades. Traffic signal design comprised replacement of the entire signal assembly with a new mast arm signal system that included one diagonal pole and three cantilever poles due to the unique nature of the intersection. The upgrade of the intersection required traffic signing design to create a safe environment for vehicles and pedestrians. Due to the signal phasing and the high level of pedestrians and turning vehicles, yield to pedestrian signs were added to two of the approaches. Pavement marking design was also required to replace all the crosswalks and re-stripe the approaching turn lanes and mainline stripes as needed.





Sarah Battaglia, RPA

Environmental Engineering Task Lead

Sarah has 13 years of experience in the construction industry, specifically in environmental engineering consulting. She has experience in cost proposals and work plans for both private and government clients, Phase I and Phase II Environmental Site Assessments (ESAs), and completion of site characterization including soil/groundwater assessments, and groundwater monitoring. Sarah has worked on limited structure demolition/source removal and disposal activities and chemical injection, site closure/conditional closure and restoration activities, landfill permitting, UST/AST/hydraulic lift closures and assessments, hazardous materials surveys/demolition specifications/HazMat abatement oversight, cultural resources desktop reviews, and cultural resources construction monitoring.

Education

M.A. – Anthropology/Archaeology,
University of West Florida, 2008

B.A. – Anthropology/Archaeology,
University of West Florida, 2003

Professional Registrations/Affiliations

Registered Professional Archaeologist,
No. 16428

OSHA 40-hour HAZWOPER Training
(29 CFR 190.120)

Current OSHA 10-hour Construction
Safety and Health

Initial Training Course for Landfill
Operators and C&D Sites (24-hour)

Florida Anthropological Society

Southeastern Archaeological
Conference

Society of American Archaeology

Archaeology Institute of America

Relevant Experience

- Affordable Banquet Storage
- Henderson Beach Villas - CMT
- Microtel Inn & Suites - Destin #54797
- OCWS Field Office - CMT & QA Services
- Dick's Sporting Goods - Destin, FL
- Corpus Christie Catholic Church
- James Lee Park SMS
- Commons Drive West Mast Arms/TownePlace Suites
- Henderson Beach Resort - North
- Grand Harbor Foundation Settlement Investigation
- Coral Reef Club Parking Lot Replacement
- Regatta Bay Hotel - GEO
- Gregg Orr Marine Parking Lot
- Palms Street Townhomes
- Stahlman Avenue Traffic Project
- Calhoun Avenue Subdivision
- Commodore Retreat
- Alvins #11
- Immanuel Anglican Church Building
- Henderson Beach Resort Cottages
- Pointe Mezzanine SMS
- Regatta Bay Hotel – ENV
- Mobile Press-Register Building, Mobile, AL
- Studer Community Institute, Pensacola, FL
- Office Spaces, 550 SR-85 North, Niceville, FL
- Florida Department of Law Enforcement, Pensacola, FL
- Beulah Fire Department, Pensacola, FL
- Pleasant Grove Fire Department, Pensacola, FL
- Escambia County New Jail Site, Escambia County, FL
- Escambia County Central Booking, Escambia County, FL
- Mobile Press-Register Building, Mobile, AL
- Studer Community Institute, Pensacola, FL
- Office Spaces, 550 SR-85 North, Niceville, FL
- Gulf Power Properties, Pensacola, FL
- Crestview Construction & Demolition Debris Landfill, Crestview, FL



Key Personnel

The Matrix Team is committed to completing this project and providing the right level of resourcing every step of the way. This includes the officer-in-charge, project manager, and every professional identified in the organizational chart. This commitment will be demonstrated through continuous collaboration, transparent communication, and results. The location, availability and background of our key personnel is captured in the table below.

Matrix Design Group

Individual	Role	Project Commitment & Availability	Location
Sal Nodjomian, PE	Client Service Manager	30%	Niceville, FL
Sal will serve as the Client Service Manager for this project. Sal will be available to support this project in person when required and will be able to fill various engineering and construction manager roles should the need arise during this performance period. As a senior executive with Matrix, Sal is authorized to commit the firm on this agreement and any future task orders issued. Sal typically managed 3 to 5 projects at a time in addition to his duties as Chief Executive Officer of Matrix. He currently only has one project assigned.			
Zakary Payne, PE	Project Manager/Civil	30%	San Antonio, TX
Zakary will serve as the Project Manager for this project. He will primarily support this project from San Antonio, TX, but is willing and able to travel as the need arises. Zakary will also be the lead for all civil engineering tasks associated with this contract or issued task orders. He typically manages 5 to 8 projects at a time and currently has 6 projects assigned.			
Charmaine Roberts, RA	Architect	60%	Niceville, FL
Charmaine will provide architectural reach back support as part of this project. She will be consulted for her input on proposed floorplan reconfigurations and programming requirements documents for addition/alteration requirements and/or new construction. She will ensure ADA compliance.			
Kevin Lardner, PE	Structural	40%	Phoenix, AZ
Kevin will provide structural engineering reach back support as part of this project. He will not be active day-to-day in the project but will be consulted as required to address any structural concerns identified as part of any of the task orders initiated under this contract.			
Tom Berger	Construction Management	30%	Denver, CO
Tom serves as the director of construction services for Matrix. In this role he oversees several construction managers that will directly support this project should a task order requiring management of construction be awarded by the city.			

Subconsultant Project Roles

Individual	Role	Project Commitment & Availability	Location
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Tonia Nation, PE (AVCON)	Project Professional	30%	Niceville, FL
Tonia will serve as the Project Professional for this project. She will be one of the primary onsite representatives from the team should the need arise. Tonia is also an experienced civil engineer capable of augmenting the team in that area should the need arise. Tonia typically manages five to 10 projects and currently has six assigned.			
Zemp Pepper, PE (AVCON)	MEP	40%	Orlando, FL
Zemp will provide mechanical, electrical, and plumbing engineering reach back support. He will not be active day-to-day in the project but will be consulted as required to address any MEP concerns.			
Allen Tucker, RLS (GCT)	Surveying	40%	Niceville, FL
Allen will provide survey reach back support. He will not be active day-to-day in the project but will be consulted as required to address any survey concerns.			
Todd Waddle (MOCA Systems)	Cost Estimating	30%	Niceville, FL
Todd is a skilled cost estimator that will be responsible for developing cost estimates for all phases of the project. He will provide support during the programming process to ensure all costs are captured.			
Billy Lawrence, PE (NOVA)	Geotechnical	30%	Pensacola, FL
Billy will provide geotechnical engineering reach back support. He will not be active day-to-day in the project but will be consulted as required to address any identified geotechnical concerns.			
Clint Pletzer, PE (AVCON)	Transportation	25%	Orlando, FL
Clint will provide transportation engineering reach back support. He will not be active day-to-day in the project but will be consulted as required to address any identified transportation concerns.			
Sarah Battaglia, RPA (NOVA)	Environmental	25%	Pensacola, FL
Sarah will provide environmental reach back support. She will not be active day-to-day in the project but will be consulted as required to address any identified environmental concerns.			

Teamwork

The Matrix team has a long history of collaboration resulting in delivery of seamless professional services to our various clients throughout Northwest Florida. We understand how important it is for a client to know they're partnering with a single, cohesive team of professionals—not multiple, fragmented groups. Our Team provides this cohesiveness, and our track record of success is evidence of that fact.

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Project Approach

Understanding

Matrix understands that the City of Destin is looking for a firm that can oversee their capital project management program from cradle-to-grave. They need an expert that understands planning, design, and construction that can take over the program on their behalf because they do not have the manpower to do it on their own. Destin is also looking for a firm that will take the capital project management program to the next level when it comes to being innovative, efficient, and timely so that available resources are maximized and inconvenience to the general public are minimized.

Matrix understands what the City of Destin needs because we have been solving similar problems across the nation for several years. As will be demonstrated in the pages that follow, Matrix and our team of local subconsultants (collectively, the Matrix Team) offer a robust capability to address every aspect of this requirement. We have performed similar work for clients ranging from similar-sized municipalities, to private developers, to military installations with a few thousand facilities. While the scope varies significantly with each of these examples, it is our experience that the following key elements of successful capital project management remain the same: *requirement development, standardization, and collaboration.*

Requirement Development

Requirement development is arguably the most important step of every project. Rarely do entities spend enough time developing the requirement. Rather, they opt to move forward into design and construction without foundational information being established and agreed upon. The lack of focus on requirement development leads to many issues downstream including schedule growth and increased costs to correct issues or concerns that should have been addressed early in the process before design starts, and certainly before shovels enter the ground.

Matrix has been tackling this challenge for the entire Department of Defense over the past four years. Through that process, we have identified several industry-proven best practices and methods that improve requirement development and overall project delivery. These experiences and this expertise will be leveraged for the City of Destin in support of their capital project management program.

Standardization

While there is much emphasis on uncovering and creating unique and better ways of doing things, often some of the best improvements are made through much simpler solutions. Standardization is a key element that must be incorporated into a capital project management program if one desires to be successful. While every capital project may be different, much of what goes into that project should be consistent. For example, every capital project should include largely the same design and construction specifications. Similarly, all administrative office space should be designed and constructed based on the same space standards to ensure a consistent customer or end user experience. Standardization does not only help lead to a consistent, repeatable product, but it also saves time in the process. By standardizing many of the means and methods of the capital project management program, more time can be spent on things that matter like addressing differing site conditions or getting a bid package ready for solicitation. Customizing specifications and other standard contract documents takes time for the author, each reviewer in the process, and often confuses the designer or general contractor. Simplifying the process with standardized, consistent products is a key principle contributing to success.

Collaboration

A capital project management program will not be successful if there are not robust amounts of internal and external collaboration. From an internal perspective, each department within the city must be working together on capital projects as they are developed. The engineering division needs to be in close contact with the public works department to ensure what is being designed is something they can maintain. The geographic information systems (GIS) department needs to be aware of when infrastructure is being installed so that they can ensure its geographic location, materials, and systems are captured and updated in their databases. If the various departments and divisions are not communicating and collaborating on every capital project that goes forward, critical elements will be overlooked, and the end product will fall short of the originally intended goals.

While internal collaboration is something often discussed and addressed, external collaboration is something that is often overlooked. However, external collaboration, especially in the current market is more paramount than ever. Government agencies cannot execute their capital project management program without industry. Industry is a critical partner in the process, and they should be treated as such. Not only are they the experts when it comes to construction, but they also understand the market and challenges much better than the government. For example, a specific type of water pipe may be proposed by the designer, but the general contractor knows that material is backordered and that a suitable alternative is readily available. By collaborating with industry partners throughout the process, these issues can be addressed, relationships can be developed, and overall project delivery will be improved as a result.

The Matrix team believes strongly in these three principles, and they will be foundational to our success in managing the capital project management program for the City of Destin.

Approach

Each task of the request for proposal will be successfully executed using the following approach.

Project Management

Most of the work associated with this project will be performed in contractor facilities, however at least one of the key personnel will be available to travel to/from city facilities as required to attend meetings, participate in site visits, etc.

Reach Back Support

The core team members are all located in the local area, but we have an extensive reach back capability that spans the continental United States. Should a task order require specialized or specific support, those services may be provided from one of the other offices located throughout the country.

Communication

Successful capital project management is reliant on consistent, transparent communication. The Matrix Team will develop a robust communication strategy to ensure the right information is communicated, whether at the programmatic or project level, with all stakeholders involved.

Communication Plan

Matrix will develop a communication plan that details all internal and external communication, along with the frequency that communication will take place. The communication plan will include all recurring meetings, products, etc., so that the city knows when to expect information and in what format it will be provided.

Goals and Metrics

Matrix will develop a series of programmatic and project related goals and metrics for the city to use in measuring our overall performance. The proposed goals and metrics will be socialized with the city prior to their acceptance to ensure all stakeholders are bought in to the performance measurement recommendations. The goals and metrics will be founded on industry best practices as they relate to both projects and the overall program. Specific project related metrics may include cost, schedule, and quality conformance, while programmatic metrics will focus on acquisition timelines, completeness of requirements, and overall management of the program budget and schedule.

Data Management

Overall success of the program will be reliant on a data management process that is complete and usable. Accurate data is foundational to a robust communication plan, standardized tools and templates, and performance measurement. As such, one of the first things Matrix will do is develop a data management plan that aligns with city processes and procedures.

Standardized Tools and Templates

Immediately upon initiating this project, Matrix will focus our efforts on identifying existing tools, templates, specifications, etc. Each of these documents will be reviewed and combined into a single instance of each that will serve as the template going forward. The templates and tools developed will be added to a digital library where they will be accessible at any time by all parties involved in the capital project management program.

File Sharing

For the standardized tools and templates to be available, they must be on a digital sharing platform that is accessible. Matrix will review existing file sharing tools employed by the city and determine the most appropriate method of sharing documents going forward. The platform chosen will be used for all capital project management documentation going forward and will be organized and categorized in such a manner that makes sense for the various tasks contained within this request for proposal.

Local Preference

The Matrix Team is in northwest Florida by design. We have experience with design and construction projects in the area and understand the market well. We also have relationships with both government and industry partners that we will leverage throughout the duration of this project to benefit the City of Destin. One of the relationships is with the Okaloosa County EDC in Niceville, Florida. We will leverage the EDC to ensure any potential opportunities are shared to its members so that they are aware. While the ultimate goal will be to provide the best value for the city, utilizing local vendors will be prioritized amongst other factors in the final selection criteria for each particular project or opportunity.

Extent of Self Performance

The Matrix team is organized to execute every facet of this request utilizing members of our team. Every discipline of architecture and engineering is covered to ensure we have a subject matter expertise dedicated to addressing any issues that may come up. Additionally, specialists have been added to the team to provide support on an as-needed bases as issues arise. By organizing the team in this manner, the city can rest assured that the Matrix Team is well positioned to manage the entire capital project management program and poised to do so in an efficient and effective manner.

In addition to managing the program, the team is also poised to execute pre-design and design services using our pool of local providers should the opportunity present itself. Again, this helps streamline the process by eliminating additional contract actions and is more cost effective for the city and its residents.

Any construction or maintenance-related activities associated with the capital project management program will be executed by others. However, we have experience construction managers on our staff that will provide supervision and inspection services to ensure the general contractors are complying with project specifications and proceeding in accordance with the approved budget and schedule.

Past Performance

Air Force Enlisted Village – Shalimar, Florida

Matrix has provided ongoing program management (PM) services to the Air Force Enlisted Village (AFEV) since 2016. Matrix and our partners are uniquely qualified for this PM role, as our team provides an unmatched suite of services. To date, the scope of services has included land planning, facility assessments, space utilization, conceptual design, landscape architecture, engineering, materials testing, mechanical systems inspections, construction services, contract administration, and general consulting.

Community Center Renovation and Addition



Matrix's first project with AFEV involved renovating the existing community center and construction of a \$2 million addition that included exterior renovations for over 500 residents. As part of this project, Matrix assessed the existing 30-year-old community center and identified numerous opportunities to optimize the existing floorplan and better utilize space available to best meet the changing needs of the staff and residents. The conceptual plan was provided to an architecture and engineering firm to use as the basis of their design for the renovation and addition project. Matrix oversaw design development through completion and then put the project out to bid with local general contractors. Matrix evaluated all proposals received and recommended the general contractor to AFEV to move forward with into construction. Throughout construction, Matrix provided supervisory and inspection services, addressed any identified issues in the field quickly and accurately, and closed out the project with the city and other stakeholders.

Village 6



Matrix served as owner's representative for the Air Force Enlisted Village throughout planning, design, and construction of Village 6 which consists of 63 apartments, a clubhouse, and pool that will serve a future 51-unit phase in addition to Village 6. The total project cost was more than \$19 million. In this role, Matrix was involved in every step of the process.

They helped the owner identify an architecture & engineer firm to design the complex and oversaw development and review of the design documents from conceptual design through completion of construction drawings. Matrix used the completed construction drawings to bid the project to three separate general contractors and eventually recommended Lord & Sons to the owner based on evaluation of their proposed approach and pricing. While under construction, Matrix provided supervisory and inspection services to ensure finished product met the intent of the design and was of a level of quality expected for the owner and served as the primary point of contact to remedy any issues identified in the field by the general contractor. Matrix continued in this capacity through certificate of occupancy and into the warranty phase of the project.

As part of this effort, Matrix also partnered with the general contractor to complete four interior renovation projects to serve as prototypes for future work. Each \$200,000 project combines two outdated living spaces in Village 1 into one modern living unit. The project involves facility and infrastructure condition assessments and space optimization expertise to improve utilization of available space.

Victory Village

Matrix assisted with site planning and land acquisition of the future Victory Village. We provided general consulting services to acquire over 80 acres of land adjacent to the current AFEV from the United States Air Force. The land was valued at over \$8 million, and the acquisition deal was the first of its kind for the Air Force. Matrix also oversaw development of the Victory Village master plan which proposed over \$250 million in new construction and will nearly double the current AFEV footprint.

To assist with planning of Victory Village, Matrix completed a pro forma and financial analysis of alternatives to determine the best return on investment for the client. Infrastructure cost estimates were first developed based on actual costs from local mixed-use developments in the surrounding community to ensure most up to date information was included in the analysis. Matrix then assessed the proposed phasing plan, coupled with the infrastructure cost estimates, to determine if the phases made sense from a financial perspective. We developed a financial model that projects annual net cash flows over a 20-year horizon. A discount cash flow analysis was also provided that estimates the net-present value of the development's annual and cumulative cash flow over the entire 20-year projection. This model will be foundational to future decisions to move into construction for Victory Village.

City of Crestview – Crestview, Florida

Matrix has been directly working for the City of Crestview for the past three years and currently holds continuing services contracts for both planning and engineering services. We were selected for the continuing services contracts after successful execution of multiple projects in partnership with the city.

Crestview Mobility Plan

Matrix was retained by the City of Crestview to complete a mobility plan. The mobility plan was developed in partnership with the Crestview Community Redevelopment Agency (CRA) and provides a blueprint for an efficient, multimodal transportation system that serves all users' mobility needs. In enhancing mobility and connectivity, implementation is further intended to stimulate commercial and social activity and support growth and development in the planning area. Development of the mobility plan incorporated data collection, public engagement, alternatives evaluation, plan development and plan adoption. Some of the main mobility aspects analyzed in the Crestview downtown area were parking utilization, sidewalk obstacles, Americans with Disabilities Act (ADA) compliance, pedestrian crossing issues, and traffic signage issues. As part of the plan development, Matrix developed an overarching plan and process for Crestview to follow going forward, along with a series of initial projects to begin plan implementation.



Facilities Inventory and Operational Assessment

Matrix was selected by the City of Crestview, Florida to complete a facilities inventory and conditions assessment for 33 facilities owned by the city. Ten additional key facilities (e.g., City Hall, Police Department, Fire Stations, Public Works, etc.) underwent a location investigation and operational/staffing analysis (in addition to the inventory and conditions assessment). Building categories included all administrative, operational, public services, industrial, support, and multi-use facilities.



The inventory and condition assessment included the major facility systems in accordance with ASTM E1557-09, *Standard Classification for Building Elements and Related Sitework—UNIFORMAT II* (ASTM International 2020).

The staffing analysis compared the staffing strength, configuration, and supported amenities against two nearby target cities in addition to 10 regional cities across Florida, Georgia, Texas, and Alabama. Cities were targeted based on commensurate current population, or 10–20-year projected populations, in addition to geographic footprint. The Matrix Team identified short- and mid-term growth demands, position realignments/reclassifications, as well as facility reorganization opportunities that would significantly improve operability and sustain services well into the future.

The facilities master plan that resulted from this comprehensive assessment included a 20-year capital improvement plan, innovative investment strategies, and actionable operational enhancements to critical public services. Budgets were prepared for the 20-year planning period with yearly repair costs and reserve budgets identified to help the City of Crestview become more prepared in planning annual budgets. Recommendations included cost-benefit analyses while categorizing and prioritizing new construction, critical repairs, prioritized maintenance, projected maintenance, enhancement opportunities, and ADA compliance.

Crestview Mobility Plan Implementation

Matrix was retained by the City of Crestview to complete the first phase of mobility plan implementation. As part of this effort, we redesigned all of sidewalks, intersections, and pedestrian walkways to remedy drainage issues, improve safety, and ensure compliance with the Americans with Disabilities Act (ADA).

In addition to developing design and construction documents, Matrix also developed specifications, acquisition packages, construction cost estimates, and other documents required by the city to post the opportunity for an Invitation for Bid. Matrix will remain involved with the project throughout the acquisition process where we will be responsible for technical evaluation of the proposals received and serving on the source selection board on behalf of the city.

Deer Moss Creek – Niceville, Florida

Since 2015, Matrix Design Group has been the lead planner for the 1,100-acre Deer Moss Creek (DMC) mixed-use development located in Niceville, Florida. We have provided a variety of different capital project management services from financial and feasibility analysis to master planning to actual civil and structural engineering design.

Financial Analysis

Matrix created the conceptual land use plan, conducted two market analyses to determine product demand, developed site-wide and phase-specific pro formas, and developed the conceptual infrastructure master plan. Working closely with the developer, our Team provided single- and multi-family residential and commercial (office, retail, and light industrial) product absorption forecasts and property valuation estimates for the entire master-planned development. These estimates fed into the pro forma that Matrix prepared, which estimated the net present value and financial return to the developer. In addition to the pro forma, Matrix developed a tax increment financing (TIF) model that projected the increase in property values and associated tax revenue that would be collected because of forming a TIF district to help finance the development. To date, property sales have met pro forma projections, allowing for continued infrastructure expansion and sales.

Town Center Visualization

Matrix prepared detailed site plans for the proposed Deer Moss Town Center that incorporated retail, commercial, and industrial services, as well as a regional sports complex. The proposed site plans were then transformed using drone imagery into a three-dimensional fly through of the town center and the sports complex. Both products have been critical in garnering support and interest in Deer Moss Creek. These innovative solutions allow the municipalities to better understand what is planned for the community and how that will benefit them writ large. They are also powerful marketing tools that the developer has published on their website and shared in various public forums to show prospective buyers and commercial developers what they can expect as part of their return on investment into the community.



Deer Moss Creek Bridge Design

Matrix is preparing preliminary design for a vehicular and pedestrian bridge over Deer Moss Creek. The bridge is anticipated to be 270 feet long and feature multiple spans. Matrix is preparing the hydrology and hydraulics analysis of Deer Moss Creek to understand the impacts the bridge has on the creek and the impacts the creek has on the bridge. Matrix is acting as an Owner's representative and will pursue a Construction Manager/General Contractor (CM/GC) delivery method for the bridge by engaging with a contractor during design to develop cost saving design alternatives and methods of construction to save our client time and money during construction.

City of Fort Walton Beach – Fort Walton Beach, Florida

Matrix has been directly working for the City of Fort Walton Beach since 2018. We have performed a variety of different tasks for them and still have on-call service agreement in place to streamline acquisition.

Downtown Master Plan

Helping Fort Walton Beach reposition their downtown in response to changing traffic patterns was the focus of the economic and planning work Matrix completed for the city. Building on the historic value of the main corridor, Miracle Strip Parkway, Matrix created a visionary and transformative plan for downtown as a unique, destination-based, entertainment district. In the process Matrix identified key opportunities that could act as a catalyst for private investment and create a strong downtown brand.



Matrix led a variety of stakeholder workshops, community surveys, and public presentations to identify the strengths, weaknesses, opportunities, and threats to the future of the downtown area. The planning efforts focused on transportation alternatives that would shift the alignment of Highway 98 north of the downtown core thereby reclaiming Miracle Strip Parkway as a pedestrian-focused, mixed-use corridor that celebrates existing attractions such as the Landing and the Heritage Park and Cultural Center while also creating optimal redevelopment opportunities.

Fort Walton Beach Library Relocation Study

In this second phase of the Fort Walton Beach Downtown Master Plan, it was determined that the proposed Highway 98/Florida Place realignment would necessitate relocation of the public library and recommended that this community facility should be considered and potentially integrated with the proposed plan through a relocation study. After the success of the Fort Walton Beach Downtown Master Plan, the city retained Matrix to complete a library relocation study. Matrix identified five alternative locations based on demographics, proximity to complementary public facilities, and stakeholder interviews. Of the five alternatives considered, Oakland Heights was recommended based on objective scoring criteria – ownership, traffic, demographics, and walking distance. The proposed location was presented to City Council and accepted as the preferred location.



References

Matrix is confident that all our past customers would provide a positive reference for our team. We pride ourselves on building long-lasting, collaborative relationships so that our clients continue to work with us when opportunities arise. The City of Crestview and the City of Fort Walton Beach are two examples of long-standing Matrix clients that we continue to do work for today. They have both been informed that we have listed them for this proposal, and we expect their feedback to be positive.

City of Crestview

198 North Wilson Street
Crestview, Florida 32536
Crestview City Manager Tim Bolduc, timbolduc@cityofcrestview.org
850.682.3812

City of Fort Walton Beach

107 Miracle Strip Parkway SW
Fort Walton Beach, FL 32548
Ft. Walton Beach City Manager Michael Beedie, mbeedie@fwb.org
850.833.9500 (main line)

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City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services



RESPONDENT ACKNOWLEDGEMENT

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

RFQ Title: CAPITAL PROJECT MANAGEMENT SERVICES

RFQ Number: 22-04-ENG

RFQ Received By: **June 30, 2022, NO LATER THAN 2:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **June 30, 2022, no later than 2:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: Matrix Design Group, Inc.

Federal I.D. Number: 84-1515767

A Corporation State of: Colorado

Area Code: 850 Telephone Number: 279.4298

Area Code: 303 Fax Number: 572.0202

Mailing Address: 320 Bayshore Drivee, Suite B

City/State/Zip: Niceville, Florida 32578

Vendor Mailing Date: June 28, 2022


Authorized Signature

Sal Nodjomian, PE
Named Typed

ADDENDA

RFQ TITLE: CAPITAL PROJECT MANAGEMENT SERVICES

RESPONDENT: Matrix Design Group, Inc.

DATE SUBMITTED: June 20, 2022

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

Having studied the documents prepared by:

CITY OF DESTIN

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

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM No.</u>	<u>DATE</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

☒ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS PROPOSAL**

**"QUALIFICATIONS FOR CAPITAL PROJECT MANAGEMENT SERVICES
FOR THE CITY OF DESTIN"**

**DRUG-FREE WORKPLACE
CERTIFICATION**

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

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

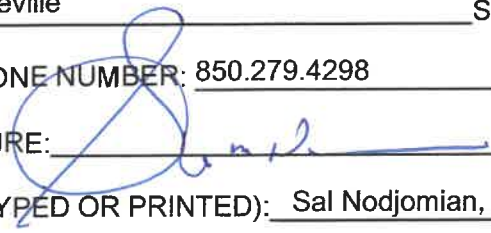
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Matrix Design Group, Inc.

ADDRESS: 320 Bayshore Drive, Suite B

CITY: Niceville STATE: Florida ZIP CODE: 32578

TELEPHONE NUMBER: 850.279.4298

SIGNATURE:  DATE: June 28, 2022

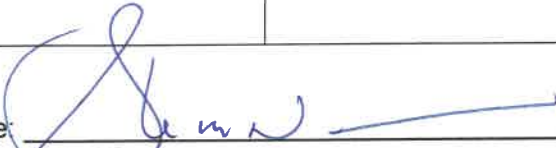
NAME (TYPED OR PRINTED): Sal Nodjoman, PE

TITLE: Chief Executive Officer

**CAPITAL PROJECT MANAGEMENT SERVICES
SCHEDULE OF SUB-CONTRACTORS**

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

<u>Name of Sub- Contractor</u>	<u>Address of Sub- Contractor</u>	<u>License No.:</u>	<u>Task</u>	
Tonia Nation, PE AVCON, Inc.	320 Bayshore Drive Niceville, FL 32578	Florida PE #PE6363	Project Professional	
Zemp Pepper, PE AVCON, Inc.	320 Bayshore Drive Niceville, FL 32578	Florida PE #41147	Mechanical, Electrical, Plumbing	
Allen Tucker, PSM Gustin, Cothem & Tucker	121 Hart St. Niceville FL 32578	FL Professional Land Surveyor No. 4584	Surveying	
Todd Waddel, CCP MOCA Systems	1069 E. John Sims Pkwy. Ste. 3 Niceville FL 32578	AACEI Certified Cost Professional (CCP) #2453	Cost Estimating	
Billy Lawrence, PE NOVA Engineering and Environmental	140 Lurton St., Ste. A Pensacola FL 32505	Florida PE #60147	Geotechnical	
Clint Pletzer, PE AVCON, Inc.	320 Bayshore Drive Niceville, FL 32578	Florida PE #69221	Transportation	
Sarah Battaglia, RPA NOVA Engineering and Environmental	140 Lurton St., Ste. A Pensacola FL 32505	Reg. Prof. Archaeologist ID No. 16428	Environmental Engineering	

Signature: 

Date: June 21, 2022

Title/Company: Matrix Design Group, Inc.

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2021

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

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

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME:		
	PHONE (A/C, No, Ext):	800 873-8500	FAX (A/C, No):
	E-MAIL ADDRESS:	den.certificate@usi.com	
INSURED Matrix Design Group, Inc. 2435 Research Parkway, #300 Colorado Springs, CO 80920	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Valley Forge Insurance Company		20508
	INSURER B : Continental Insurance Company		35289
	INSURER C : National Fire Insurance Co. of Hartford		20478
	INSURER D : XL Specialty Insurance Company		37885
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	6081785403	10/01/2021	10/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	6081785398	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$10000	X	X	6081785417	10/01/2021	10/01/2022	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	6081785384	10/01/2021	10/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Claims Made		X	DPR9984299	10/01/2021	10/01/2022	\$2,000,000 per claim \$5,000,000 annl aggr.

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

For Proposal Purposes Only

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

AUTHORIZED REPRESENTATIVE




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City of Destin, Florida
RFQ No. 22-04-ENG: Capital Project Management Services

otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

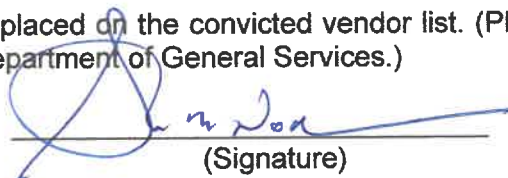
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

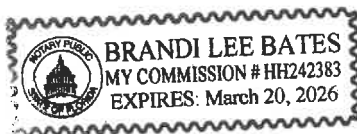
☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)


(Signature)

Date: 06/21/2022

STATE OF FLORIDA
COUNTY OF Santa Rosa

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21st day of June, 2022, and is personally known to me, or has provided _____ as identification.




Notary Public (Signature)

My Commission Expires: March 20, 2026

**“QUALIFICATIONS FOR CAPITAL PROJECT MANAGEMENT SERVICES
FOR THE CITY OF DESTIN”**

CONFLICT OF INTEREST DISCLOSURE FORM

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

YES _____

NO ✓ _____

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

YES _____

NO ✓ _____

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

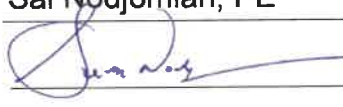
YES _____

NO ✓ _____

If YES, please describe:

FIRM NAME: Matrix Design Group, Inc.

BY (PRINTED): Sal Nodjomian, PE

BY (SIGNATURE): 

TITLE: Chief Executive Officer

ADDRESS: 320 Bayshore Drive, Suite B

Niceville, FL 32578

PHONE NUMBER 850.279.4298

EMAIL: sal.nodjomian@matrixdesigngroup.com

**“QUALIFICATIONS FOR CAPITAL PROJECT MANAGEMENT SERVICES
FOR THE CITY OF DESTIN”**

LIABILITY & INDEMNIFICATION FORM

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

Matrix Design Group, Inc.

MANAGER's Company Name

320 Bayshore Drive, Suite B, Niceville, FL 32578

Physical Address

320 Bayshore Drive, Suite B, Niceville, FL 32578

Mailing Address

850.279.4298

Phone Number

850.333.3102

Cellular Number

sal.nodjomian@matrixdesigngroup.com

Email address



Authorized Signature – Manual

Sal Nodjomian, PE

Authorized Signature – Typed

Chief Executive Officer

Title

303.572.0202

FAX Number

850.333.3102

After-Hours Number(s)

June 21, 2022

DATE

**REQUEST FOR PROPOSAL (RFQ) NO. 22-04-ENG
“QUALIFICATIONS FOR CAPITAL PROJECT MANAGEMENT SERVICES
FOR THE CITY OF DESTIN”**

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 22-04-ENG.
- QUALIFICATIONS FOR CAPITAL PROJECT MANAGEMENT SERVICES FOR THE CITY OF
DESTIN, the undersigned certifies the following:

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

Sincerely,

Name and Title

Sam M. Nodson, PE
CEO, MATRIX DESIGN GROUP

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 1, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

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

FROM: Karen Jankowski, HR Manager

DATE: July 7, 2022

SUBJECT: Medical & Ancillary Benefit Renewals

I. BACKGROUND: This agenda item covers employee benefit renewals as follows:

A. Employee ancillary benefits (dental, vision, disability, indemnity, and life) through Guardian.

B. Employee health benefits that have been provided by United Health Care.

II. DISCUSSION: A. Guardian Ancillary Benefit Renewal –

- a. Dental insurance rate increase is 0%
- b. Vision insurance rate increase is 0%.
- c. Disability - Short & Long term insurance rate increase is 0% .
- d. Life - basic, dependent, and voluntary life insurance rate increase is 0%.
- e. Hospital Indemnity – insurance rate increase is 0%.

B. Health Plan Renewal – Renewal quotes from our current insurer were requested by our brokers. A review by the team follows:

United Health Care presented a 34% renewal quote; our brokers negotiated it down to 28%
Aetna is non-competitive the United Health Care renewal quote.

Florida League of Cities has declined to provide a quote.

Florida Blue is 6% below United Health Care renewal quote.

Florida Blue - 03769 plan offered provides:

- Premium increase of 23%
- No significant design changes
- One Month Premium deduction (-) 8% reduction for plan year (~\$95k)
- Overall savings for employees
- Most similar to current UHC PPO plan

Florida Blue - 05771 plan offered provides:

- Premium increase of 19%
- Plan design changes required
- One Month Premium deduction (-) 8% reduction for plan year (~\$91k)
- Overall more expensive for employees and increases per person deductible for the year from \$500 to \$1500 (and per family from \$1000 to \$4500)

Medical Plan design; Attachment 1.

A. Link to Strategic Goals / Objectives: Fiscally sound City providing service value.

1.1 Offer livable wages & benefits to attract and maintain high-caliber, qualified staff

B. Effect on Budget (EOB): All costs associated are captured within the FY 2023 budget.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: A. Guardian plans offered no increase; the effect on the FY23 budget is \$0.

B. After careful review and coordination within the organization and discussion, staff recommends switching coverage to Florida Blue 03769 plan & its companion Health Savings Account Plan (H.S.A.) as the best option for renewal. The potential effect on the FY23 budget is \$213,000 (less one month premium deduction ~ \$95,000).

IV. RECOMMENDED MOTION: I move to authorize the City Manager to renew existing ancillary benefits with Guardian and to accept Florida Blue's proposal of PPO Plan 03769, with its companion Health Savings Account Plan to be effective September 1, 2023.

Attachments:

1. Medical Compar - Agenda

4634 Gulfstarr Drive
Destin, FL 32541
ffice 850-460-7690
AX 850-460-7694

FLORIDA BLUE BLUE OPTIONS HSA PLAN 05192/05193
Rx
Calendar Year Deductible
\$10 AFTER Deductible
\$30 AFTER Deductible
\$50 AFTER Deductible
N/A
20% AFTER Deductible
20% AFTER Deductible
\$2,500 / \$5,000
Ded is non-embedded
80/20
\$5,800
\$6,850 / \$11,600
Out of Pocket is embedded
20% AFTER Deductible
20% AFTER Deductible
20% AFTER Deductible
20% AFTER Deductible
20% AFTER Deductible
\$0
\$0
\$0
Deductible
No Maximum
YES
FL BLUE RATES
HSA PLAN 05192/05193
\$601.52
\$1,371.48
\$1,203.05
\$1,924.88

\$16,096.75
\$193,161.00

Figures reflect In-Network Costs



4634 Gulfstarr Drive
Destin, FL 32541
Office 850-460-7690
FAX 850-460-7694

CITY OF DESTIN

FLORIDA BLUE PROPOSED PLANS

	BLUE OPTIONS PLAN 03769	BLUE OPTIONS HSA PLAN 05192/05193
Pharmacy Benefit	Rx	Rx
Tier 1 (Generic)	\$0 Deductible	Calendar Year Deductible
Tier 2 (Preferred Brand)	\$10	\$10 AFTER Deductible
Tier 3 (Non-Preferred Brand)	\$30	\$30 AFTER Deductible
Tier 4 (Specialty) All must be filled through	\$50	\$50 AFTER Deductible
	N/A	N/A
Doctor Copay (PCP)	\$25 copay	20% AFTER Deductible
Doctor Copay (Specialist)	\$60 copay	20% AFTER Deductible
Deductible (pp/fam)	\$500 / \$1,500	\$2,500 / \$5,000
Coinsurance (In Network)	80/20	Ded is non-embedded
		80/20
Out Of Pocket Max (pp/fam)	\$3,000 / \$6,000	\$5,800
		\$6,850 / \$11,600
		Out of Pocket is embedded
HOSPITAL - (In Patient)	20% AFTER Deductible	20% AFTER Deductible
Out Patient Surgery	20% AFTER Deductible	20% AFTER Deductible
ER Copay	\$300 copay	20% AFTER Deductible
Urgent Care (non urgent not covered)	\$65 copay	20% AFTER Deductible
Diagnostic - Xray/AIS	\$50 / 20% AFTER Deductible	20% AFTER Deductible
Preventive Care (In Network)	\$0	\$0
Mammograms	\$0	\$0
*Colonoscopy Age 50+	\$0	\$0
Lab Work (Quest Labs)	\$0	Deductible
LIFETIME Max Benefit	No Maximum	No Maximum
Out of Network Benefits?	YES	YES
Effective 9/1/2022	FL BLUE RATES	
	PLAN 03769	HSA PLAN 05192/05193
EMPLOYEE	\$785.22	\$573.90
EMPLOYEE + SPOUSE	\$1,790.33	\$1,308.53
EMPLOYEE + CHILD(REN)	\$1,570.47	\$1,147.83
EMPLOYEE + FAMILY	\$2,512.73	\$1,836.52

*Plans with Out of Network benefits have separate out of network deductibles, out of pocket maximums, and only pay 50% coinsurance.

BLUE OPTIONS
Plan 05771
Rx
\$0 Deductible
\$10
\$30
\$50
N/A
\$30 copay
\$55 copay
\$1,500 / \$4,500
80/20
\$4,500 / \$9,000
20% AFTER Deductible
20% AFTER Deductible
\$250 Copay
\$60 Copay
\$50 / 20% AFTER Deductible
\$0
\$0
\$0
\$0
No Maximum
YES
FL BL
Plan 05771
\$752.14
\$1,714.90
\$1,504.30
\$2,406.88

Figures reflect In-Network Costs

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 1, 2022

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Lance Johnson, City Manager
Louis Zunguze, Community Development Director
Krystal Strickland, Finance Director
Kimberly Kopp, Land Use Attorney

FROM: Joe Bodi, Engineering Asst. II

DATE: July 25, 2022

SUBJECT: Cross Town Connector- Stormwater Update

I. BACKGROUND: During the July 11, 2022 City Council meeting, the City Council directed Staff to obtain costs associated with the redesign of an underground retention system for the Cross Town Connector Project, instead of an above ground system.

II. DISCUSSION: Per City Council's directive, the Atkins Consultants have provided design parameters and costs, scopes of work and schedules to underground one or both retention areas.

Attached are the associated scopes and fee proposals for the two (2) options.

The first option will be to put retention pond #2 completely underground and, the second option would be putting both retention ponds, as underground systems.

The following are the cost options for redesigning the retention systems:

- **Design the retention area #2 completely underground. The cost is \$45,491.58,**
- **Design both retention areas as underground systems. The cost is \$70,541.89.**

The redesign is proposed to take an additional 60 days with the proposed revised final design plans completed in 150 days.

The following are the issues to discuss with Atkins Consultants:

- At what level of review (60% or 90%) will the redesign fall to?

- Explain the difference in retention facility size from four-lanes to two-lanes, and why the ponds are as large as they are.
- Are the design percolation rates utilizing conservative numbers? If not, why not?
- Explanation for the drainage basin being larger than the project.
- Can surface retention be utilized at the Beach & Benning Drive intersections to reduce the size of the ponds or redistribute the retention areas?
- Why is there no difference between the design schedule timeline for both options?
- Explanation for the Assumptions and Exclusions in the proposal.

A. Link to Strategic Goals / Objectives: Complete 2-lane section of Cross Town Connector

Improve mobility and connectivity.

B. Effect on Budget (EOB): The effect on Budget would be \$45,491.58 or as much as \$70,541.89 for this amendment to the contract, depending on the option selected.

This is an unbudgeted item. There are currently unused Road Impact Fees budgeted to complete the Norriego Point Road extension. A developer will be completing this road, so these funds are available to transfer to cover the additional engineering design work for the Cross-Town Connector. A budget transfer for is attached for approval. If the transfer is approved and if council chooses the more \$70,541.89 option for design updates, the effect on budget will be as follows:

	30554133	31554132	
	FDOT TRIP	Road Impact Fees	TOTAL
565000-EN615 capital project-XTownConnector	\$ 2,699,664		\$ 2,699,664
FY22 Adopted Budget	2,699,664	-	2,699,664
PY Rollforwards for Open Encumbrances	-	318,638	318,638
Internal Budget Transfer	-	70,542	70,542
Revised Budget	2,699,664	389,180	3,088,844
Previous Expenses/Encumbrances	(1,545,801)	(318,639)	(1,864,439)
Available Program Budget	1,153,863	70,542	1,224,405
This Agreement +(-)		(70,542)	(70,542)
FY22 Remaining Program Budget	\$ 1,153,863	\$ (0)	\$ 1,153,863

Add line to PO#21150

C. Level of Service (LOS): The completion of the Cross Town Connector is consistent with the **Comprehensive Plan Chapter 2- Transportation Policy** to construct transportation facilities to multimodal standards.

D. Legislative Sponsor:

III. CONCLUSION: Per City Council's directive, the Atkins Consultants have provided design parameters and costs, scopes of work and schedules to underground one or both retention areas. **It is also important to note that, once the area for the roadway facility is determined, the remaining property (including the areas designated for stormwater retention) will be designated park/recreation areas through the subdivision and rezoning processes.**

IV. RECOMMENDED MOTION: I move that the City Council direct the City Manager

to execute the redesign of the Destin Cross Town Connector retention system, in order to underground both retention ponds; in the amount of \$70,541.89; and make the appropriate budget transfer.

OR

I move that the City Council direct the City Manager to execute the redesign of the Destin Cross Town Connector retention system, in order to underground the retention pond #2; in the amount of \$45,491.58; and make the appropriate budget transfer.

Attachments:

1. Amendment No. 4 CTC Drainage Modifications_Option 1
2. Amendment No. 4 CTC Drainage Modifications_Option 2
3. 2022 0801 Budget Txfr NORGL to EN615
4. Underground Retention Systems
5. Screenshot in sequential order - Facebook

AMENDMENT NO. 4 TO

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

THIS AMENDMENT is made and entered into this 20th day of July, 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 modify the drainage design to accommodate required treatment and attenuation volumes for Pond 2 underground. Updates to Landscaping and Roadway plans are required to reflect the changes to the drainage design. Additional detail described in the Scope of Services (Attachment A).

2) Compensation and Schedule:

The City shall pay \$45,491.58 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

Amendment #4 Scope

This is a supplemental agreement, as requested by City Council on July 11th, 2022, to modify the proposed drainage design to accommodate underground treatment and attenuation for Pond 2. An underground chamber system will be used to achieve required treatment and attenuation volumes for Pond 2. Subsequent updates to component plan sets are also included, such as roadway and landscaping plans, in order to reflect the revised drainage design. Additional information as to items included in this effort are shown in the Fee Schedule, Attachment B.

Task Includes:

- Drainage design updates
- Drainage calculations updates
- Drainage design report updates
- Additional NFWWMD Pre-app meeting
- NFWWMD Permit application updates
- Roadway plan updates
- Landscape plan updates
- Revised quantities and cost estimate

Submittals:

The design submittals following this supplemental will include a resubmittal of the 90% design plans, 100% plans, and final plans. Schedule for these submittals is as follows:

- Amendment #4 NTP – Start
- 90% Resubmittal – 60 Days
- 100% Plans – 60 days
- Final Plans – 30 days
- Total – 150 days following NTP

Assumptions and Exclusions

Pond 1 design will remain unchanged, only Pond 2 will be modified to provide underground treatment and attenuation.

Assumes Pond 2 will remain in original location per the Pond Siting Report and will be designed for loads per current design (i.e., open space with some fill, shared use path, loading for maintenance vehicle(s)). However, the chamber system may be able to support future planned park features as designed per the manufacturer's specifications.

Assumes stormsewer design will remain mostly unchanged as currently designed, except for minimal changes to outfalls and any additional inlets or pipes needed for the change to underground retention.

Does not include updating design, calculations, report or permit application for any future additional impervious area associated with the planned use of the area as a park (i.e., parking lot, basketball/tennis court, etc).

Landscape plans will be updated to accommodate the revised drainage design. Additional services that are not included as part of this updated effort are: 3-D modeling, irrigation plans, public meetings, park planning, programming, and design, hardscaping, outdoor advertisement negotiations and permitting.

ATTACHMENT B

FEE SCHEDULE

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.: enter consultants proj. number
Date: 7/20/2022
Estimator: James Park

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	Salary	Average Rate Per
														By	Cost By	
														Activity	Activity	Task
3. Project General and Project Common Tasks	44	22	0	13	0	9	0	0	0	0	0	0	0	44	\$2,591	\$58.89
5. Roadway Plans	98	10	0	49	0	39	0	0	0	0	0	0	0	98	\$4,881	\$49.81
6. Drainage Analysis	134	8	0	29	0	34	43	0	20	0	0	0	0	134	\$5,457	\$40.73
8. Environmental Permits, Compliance & Clearances	35	2	4	5	0	6	7	5	5	0	2	0	0	36	\$1,426	\$39.61
25. Landscape Architecture Analysis	6	0	0	0	2	0	0	0	2	0	0	0	0	4	\$182	\$45.58
26. Landscape Architecture Plans	28	1	0	0	11	2	3	0	11	0	0	0	0	28	\$1,240	\$44.29
Total Staff Hours	345	43	4	96	13	90	53	5	38	0	2	0	0	344		
Total Staff Cost		\$3,008.71	\$185.36	\$4,925.76	\$676.39	\$3,847.50	\$1,446.37	\$161.05	\$1,486.94	\$0.00	\$39.80	\$0.00	\$0.00		\$15,777.88	\$45.87

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:			
OVERHEAD:	158.25%		\$15,777.88
OPERATING MARGIN:	15.00%		\$24,968.50
FCCM (Facilities Capital Cost Money):	0.19500%		\$2,366.68
EXPENSES:	14.88%		\$30.77
Survey (Field - if by Prime)	0	4-man crew days @	\$ - / day
SUBTOTAL ESTIMATED FEE:			\$2,347.75
Subconsultant: Southeastern			\$0.00
Subconsultant: Bagwell			\$0.00
Subconsultant: Tierra			\$0.00
SUBTOTAL ESTIMATED FEE:			\$45,491.58
Geotechnical Field and Lab Testing			\$0.00
SUBTOTAL ESTIMATED FEE:			\$45,491.58
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$45,491.58

Check = \$15,777.88

Project Activity 3: General Tasks

Estimator: James Park

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 for new design options
3.1.9	Public Meeting Preparations	LS	1	6	6	Prepare for Council meeting to present design options
3.1.10	Public Meeting Attendance/Followup	LS	2	3	6	attendance at city council. 2 staff
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					20	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1		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	
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	24	24	PM time, coordination. 3 hrs per week
3. Project Common and Project General Tasks Total					44	

Project Activity 5: Roadway Plans

Estimator:

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

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet		0	0	0	update
5.2	Summary of Pay Items Including Quantity Input		Sheet		0	0	0	update
5.3	Drainage Map (Including Interchanges)		Sheet	1	6	1	6	update
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA		0		0	update 4 typical sections
5.4.2	Typical Section Details		EA		0		0	update
5.5	General Notes/Pay Item Notes		Sheet		0	0	0	update
5.6	Summary of Quantities		Sheet	2	6	2	12	update
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	N/A
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	N/A
5.9	Summary of Drainage Structures		Sheet	1	8	1	8	update/new structures & pipes for underground system
5.1	Optional Pipe/Culvert Material		Sheet		0	0	0	N/A
5.1	Project Layout		Sheet		0	0	0	Update
5.1	Plan/Profile Sheet		Sheet	10	2	10	20	Update plan/profile sheets
5.1	Profile Sheet		Sheet	0	0	0	0	N/A
5.14	Plan Sheet		Sheet	0	0	0	0	N/A
5.15	Special Profile		Sheet	0	0	0	0	N/A
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	N/A
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	N/A
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	N/A
5.19	Intersection Layout Details		Sheet		0	0	0	Update intersection layout for Roundabout
5.20	Special Details		EA	0	0		0	N/A
5.21	Drainage Structure Sheet (Per Structure)		EA	12	1		12	Update outfall structures and new structures for underground system
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	N/A
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	N/A
5.24	Lateral Ditch Cross Sections		EA	0	0		0	N/A
5.25	Retention/Detention Ponds Detail Sheet		Sheet	1	12	0	12	Update for underground system
5.26	Retention Pond Cross Sections		EA	12	0.5		6	Update for underground system
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	N/A
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0	No need to update
5.29	Cross Sections		EA		0		0	Update cross sections
5.30	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	0	Update MOT Plans Sheets
5.31	Temporary Traffic Control Cross Section Sheets		EA		0		0	Update
5.32	Temporary Traffic Control Detail Sheets		Sheet		0	0	0	Update - includes typicals and notes
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0	N/A
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	N/A
5.35	Erosion Control Plan		Sheet	1	5	1	5	Update
5.36	SWPPP		Sheet	2	2	2	4	Update
5.37	Project Network Control Sheet		Sheet	0	0	0	0	N/A
5.38	Environmental Detail Sheets		LS	0	0		0	N/A
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	N/A
Roadway Plans Technical Subtotal						17	85	
5.40	Quality Assurance/Quality Control		LS	%	10%		9	
5.41	Supervision		LS	%	5%		4	
5. Roadway Plans Total						17	98	

Project Activity 6: Drainage Analysis

Estimator:

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

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	N/A
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	N/A - Included in Drainage Documentation
6.3	Design of Cross Drains	EA	0	0	0	N/A
6.4	Design of Ditches	Per Ditch Mile	0	0	0	N/A
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	1	60	60	Update Pond 2 Design to underground facility
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	N/A
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	N/A
6.8	Design of Storm Drains	EA	12	2	24	Update/add new structures for underground facility
6.9	Optional Culvert Material	LS	0	0	0	N/A
6.10	French Drain Systems	Per Cell	6	0	0	N/A
6.11	Drainage Wells	EA	0	0	0	N/A
6.12	Drainage Design Documentation Report	LS	1	30	30	Update
6.13	Bridge Hydraulic Report	EA	0	0	0	N/A
6.14	Temporary Drainage Analysis	LS	0	0	0	MOT drainage analysis
6.15	Cost Estimate	LS	1	6	6	update
6.16	Technical Special Provisions	LS	1	0	0	N/A
6.17	Other Drainage Analysis	LS	1	0	0	N/A
Drainage Analysis Technical Subtotal					120	
6.18	Field Reviews	LS	0	0	0	
6.19	Technical Meetings	LS	0	36	0	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	6	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	3%	4	
Drainage Analysis Nontechnical Subtotal					10	
6.23	Coordination	LS	%	3%	4	
6. Drainage Analysis Total					134	

Technical Meetings

Base Clearance Water Elevation	EA	0	0	0	
Pond Siting	EA	0	0	0	
Agency	EA	0	0	0	
Local Governments (cities, counties)	EA	1	36	36	Destin Council meeting - from Orlando to Destin overnight
FDOT Drainage	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				36	
Progress Meetings (if required by FDOT)	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	
Total Meetings				36	

Carries to 6.19

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

Project Activity 8: Environmental Permits

Estimator:

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

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Permits, Compliances and Clearances						
8.1	Preliminary Project Research	LS	1	0	0	N/A
Permits						
8.2	Complete Permit Involvement Form	LS	1	0	0	N/A
8.3 Field Work						
8.3.1	Pond Site Alternatives	LS	1	0	0	Updating existing ponds
8.3.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	N/A
8.3.3	Species Surveys	LS	1	0	0	Included in PD&E re-evaluation effort
8.3.4	Archeological	LS	1	0	0	N/A
8.4	Agency Verification of Wetland Data	LS	1	0	0	N/A
8.5 Complete And Submit All Required Permit Applications						
8.5.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	N/A
8.5.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	Not included, if required, an amendment will be required
8.6	Prepare Dredge and Fill Sketches (as needed)	LS	1	0	0	N/A
8.7	Prepare USCG Permit Sketches	LS	1	0	0	N/A
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	N/A
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	N/A
8.10	Prepare Tree Permit Information	LS	1	0	0	N/A
8.11	Mitigation Design	LS	1	0	0	N/A
8.12	Mitigation Coordination and Meetings	LS	1	0	0	N/A
8.13	Other Environmental Permits	LS	1	24	24	update NWFWM Stormwater Permit application

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Clearances/Reevaluations						
8.14	Technical support to Department for Environmental Clearances and Reevaluations					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	See separate PD&E Re-evaluation effort
8.14.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.14.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.14.4	Essential Fish Habitat	LS	1	0	0	N/A
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	N/A
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0	N/A
8.15	Preparation of Environmental Clearances and Reevaluations					
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0	N/A
8.15.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.15.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.15.4	Wildlife and Habitat Impact Analysis	LS	1	0	0	N/A
8.15.5	Section 7 or Section 10 Consultation	LS	1	0	0	N/A
8.16	Contamination Impact Analysis	LS	1	0	0	N/A
8.17	Asbestos Survey	LS	1	0	0	N/A
Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal					24	
8.18	Technical Meetings	LS	1	8	8	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	1	
8.20	Supervision	LS	%	3%	1	
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					10	
8.21	Coordination	LS	%	3%	1	
8. Environmental Permits, Compliance and Clearances Total					35	

Technical Meetings

WMD	EA	1	8	8	will need another pre-app meeting for changed design concept
NMFS	EA	0	0	0	
ACOE	EA	0	0	0	
USCG	EA	0	0	0	
USFWS	EA	0	0	0	
FFWCC	EA	0	0	0	
FDOT	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				8	

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

Total Meetings				8
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Carries to 8.18

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

Project Activity 25: Landscape Architecture Analysis

Estimator:

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	1	0	0	
25.2	Site Inventory and Analysis	LS	1	0	0	
25.3	Planting Design	LS	1	2	2	redesign of pond 2 area
25.4	Irrigation Design	LS	1	0	0	
25.5	Hardscape Design	LS	1	0	0	
25.6	Plan Summary Boxes	LS	1	0	0	
25.7	Cost Estimates	LS	1	0	0	
25.8	Technical Specification Provisions	LS	1	0	0	N/A
25.9	Other Landscape Architecture	LS	1	0	0	N/A
Landscape Architecture Analysis Technical Subtotal					2	
25.10	Outdoor Advertising	LS	1	0	0	N/A
25.11	Field Reviews	LS	1	0	0	
25.12	Technical Meetings	LS	2	1	2	
25.13	Quality Assurance/Quality Control	LS	%	5%	1	
25.14	Independent Peer Review	LS	%	0%	0	
25.15	Supervision	LS	%	3%	0	
Landscape Architecture Analysis Nontechnical Subtotal					3	
25.16	Coordination	LS	%	5%	1	
25. Landscape Analysis Total					6	

Project Activity 26: Landscape Architecture Plans

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign

N/A

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
26.1	Key Sheet		Sheet	1	0	0	0	
26.2	Tabulation of Quantities		Sheet	1	0	0	0	
26.3	General Notes		Sheet	1	0	0	0	
26.4	Tree and Vegetation Inventory, Protection and Relocation Plans		Sheet	1	0	0	0	
26.5	Planting Plans For Linear Roadway Projects		Sheet	2	12	2	24	2 revised plans for Pond 2 area
26.6	Planting Plans (Interchanges and Toll Plazas)		Sheet	1	0	0	0	
26.7	Planting Details and Notes		Sheet	1	0	0	0	
26.8	Irrigation Plans for Linear Roadway Project		Sheet	1	0	0	0	
26.9	Irrigation Plans for Interchange and Toll Plazas		Sheet	1	0	0	0	
26.10	Irrigation Details and Notes		Sheet	1	0	0	0	
26.11	Hardscape Plans		Sheet	1	0	0	0	
26.12	Hardscape Details and Notes		Sheet	1	0	0	0	
26.13	Maintenance Plan		Sheet	1	0	0	0	
26.14	Cost Estimate		LS	1	2	0	2	
Landscape Architecture Plans Technical Hours Subtotal						2	26	
26.15	Quality Assurance/Quality Control		LS	%	5%		1	
26.16	Supervision		LS	%	3%		1	
26. Landscape Architecture Plans Total						2	28	

AMENDMENT NO. 4 TO

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OF DESTIN AND ATKINS NORTH AMERICA, INC**

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

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The Consultant shall modify the drainage design to accommodate required treatment and attenuation volumes for Pond 1 and Pond 2 underground. Updates to Landscaping and Roadway plans are required to reflect the changes to the drainage design. Additional detail described in the Scope of Services (Attachment A).

2) Compensation and Schedule:

The City shall pay \$70,541.89 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

Amendment #4 Scope

This is a supplemental agreement, as requested by City Council on July 11th, 2022, to modify the proposed drainage design to accommodate underground treatment and attenuation for Pond 1 and Pond 2. An underground chamber system will be used to achieve required treatment and attenuation volumes for Pond 1 and Pond 2. Subsequent updates to component plan sets are also included, such as roadway and landscaping plans, in order to reflect the revised drainage design. Additional information as to items included in this effort are shown in the Fee Schedule, Attachment B.

Task Includes:

- Drainage design updates
- Drainage calculations updates
- Drainage design report updates
- Additional NFWWMD Pre-app meeting
- NFWWMD Permit application updates
- Roadway plan updates
- Landscape plan updates
- Revised quantities and cost estimate

Submittals:

The design submittals following this supplemental will include a resubmittal of the 90% design plans, 100% plans, and final plans. Schedule for these submittals is as follows:

- Amendment #4 NTP – Start
- 90% Resubmittal – 60 Days
- 100% Plans – 60 days
- Final Plans – 30 days
- Total – 150 days following NTP

Assumptions and Exclusions

Assumes ponds will remain in original locations per the Pond Siting Report and will be designed for loads per current design (i.e., open space with some fill, shared use path, loading for maintenance vehicle(s)). However, the chamber system may be able to support future planned park features as designed per the manufacturer's specifications.

Assumes stormsewer design will remain mostly unchanged as currently designed, except for minimal changes to outfalls and any additional inlets or pipes needed for the change to underground retention.

Does not include updating design, calculations, report or permit application for any future additional impervious area associated with the planned use of the area as a park (i.e., parking lot, basketball/tennis court, etc).

Landscape plans will be updated to accommodate the revised drainage design. Additional services that are not included as part of this update effort are: 3-D modeling, irrigation plans, public meetings, park planning, programming, and design, hardscaping, outdoor advertisement negotiations and permitting.

ATTACHMENT B

FEE SCHEDULE

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.: enter consultants proj. number
Date: 7/20/2022
Estimator: James Park

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	Salary	Average
														By	Cost By	Rate Per
		\$69.97	\$46.34	\$51.31	\$52.03	\$42.75	\$27.29	\$32.21	\$39.13	\$22.04	\$19.90	\$0.00	\$0.00	Activity	Activity	Task
3. Project General and Project Common Tasks	44	22	0	13	0	9	0	0	0	0	0	0	0	44	\$2,591	\$58.89
5. Roadway Plans	168	17	0	84	0	67	0	0	0	0	0	0	0	168	\$8,364	\$49.78
6. Drainage Analysis	229	14	0	50	0	57	73	0	34	0	0	0	0	228	\$9,304	\$40.81
8. Environmental Permits, Compliance & Clearances	35	2	4	5	0	6	7	5	5	0	2	0	0	36	\$1,426	\$39.61
25. Landscape Architecture Analysis	7	0	0	0	3	0	1	0	3	0	0	0	0	7	\$301	\$42.97
26. Landscape Architecture Plans	55	3	0	0	22	3	5	0	22	0	0	0	0	55	\$2,480	\$45.09
Total Staff Hours	538	58	4	152	25	142	86	5	64	0	2	0	0	538		
Total Staff Cost		\$4,058.26	\$185.36	\$7,799.12	\$1,300.75	\$6,070.50	\$2,346.94	\$161.05	\$2,504.32	\$0.00	\$39.80	\$0.00	\$0.00		\$24,466.10	\$45.48

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS: \$24,466.10
OVERHEAD: 158.25% \$38,717.60
OPERATING MARGIN: 15.00% \$3,669.92
FCCM (Facilities Capital Cost Money): 0.19500% \$47.71
EXPENSES: 14.88% \$3,640.56
4-man crew
Survey (Field - if by Prime) 0 days @ \$ - / day \$0.00
SUBTOTAL ESTIMATED FEE: \$70,541.89
Subconsultant: Southeastern \$0.00
Subconsultant: Bagwell \$0.00
Subconsultant: Tierra \$0.00
SUBTOTAL ESTIMATED FEE: \$70,541.89
Geotechnical Field and Lab Testing \$0.00
SUBTOTAL ESTIMATED FEE: \$70,541.89
Optional Services \$0.00
GRAND TOTAL ESTIMATED FEE: \$70,541.89

Project Activity 3: General Tasks

Estimator: James Park

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 for new design options
3.1.9	Public Meeting Preparations	LS	1	6	6	Prepare for Council meeting to present design options
3.1.10	Public Meeting Attendance/Followup	LS	2	3	6	attendance at city council. 2 staff
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					20	
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	24	24	PM time, coordination. 3 hrs per week.
3. Project Common and Project General Tasks Total					44	

Project Activity 5: Roadway Plans

Estimator:

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

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet		0	0	0	update
5.2	Summary of Pay Items Including Quantity Input		Sheet		0	0	0	update
5.3	Drainage Map (Including Interchanges)		Sheet	1	6	1	6	update
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA		0		0	update 4 typical sections
5.4.2	Typical Section Details		EA		0		0	update
5.5	General Notes/Pay Item Notes		Sheet		0	0	0	update
5.6	Summary of Quantities		Sheet	2	6	2	12	update
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	N/A
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	N/A
5.9	Summary of Drainage Structures		Sheet	1	16	1	16	update/new structures & pipes for underground systems
5.10	Optional Pipe/Culvert Material		Sheet		0	0	0	N/A
5.11	Project Layout		Sheet		0	0	0	Update
5.12	Plan/Profile Sheet		Sheet	10	4	10	40	Update plan/profile sheets
5.13	Profile Sheet		Sheet	0	0	0	0	N/A
5.14	Plan Sheet		Sheet	0	0	0	0	N/A
5.15	Special Profile		Sheet	0	0	0	0	N/A
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	N/A
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	N/A
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	N/A
5.19	Intersection Layout Details		Sheet		0	0	0	Update intersection layout for Roundabout
5.20	Special Details		EA	0	0		0	N/A
5.21	Drainage Structure Sheet (Per Structure)		EA	22	1		22	Update outfall structures and new structures for underground systems
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	N/A
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	N/A
5.24	Lateral Ditch Cross Sections		EA	0	0		0	N/A
5.25	Retention/Detention Ponds Detail Sheet		Sheet	2	12	0	24	Update for underground systems
5.26	Retention Pond Cross Sections		EA	24	0.5		12	Update for underground systems
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	N/A
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0	No need to update
5.29	Cross Sections		EA		0		0	Update cross sections
5.30	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	0	Update MOT Plans Sheets
5.31	Temporary Traffic Control Cross Section Sheets		EA		0		0	Update
5.32	Temporary Traffic Control Detail Sheets		Sheet		0	0	0	Update - includes typical and notes
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0	N/A
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	N/A
5.35	Erosion Control Plan		Sheet	2	5	2	10	Update
5.36	SWPPP		Sheet	2	2	2	4	Update
5.37	Project Network Control Sheet		Sheet	0	0	0	0	N/A
5.38	Environmental Detail Sheets		LS	0	0		0	N/A
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	N/A
Roadway Plans Technical Subtotal						18	146	
5.40	Quality Assurance/Quality Control		LS	%	10%		15	
5.41	Supervision		LS	%	5%		7	
5. Roadway Plans Total						18	168	

Project Activity 6: Drainage Analysis

Estimator:

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

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	N/A
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	N/A - Included in Drainage Documentation
6.3	Design of Cross Drains	EA	0	0	0	N/A
6.4	Design of Ditches	Per Ditch Mile	0	0	0	N/A
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	2	60	120	Update Pond Designs to underground facilities
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	N/A
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	N/A
6.8	Design of Storm Drains	EA	22	2	44	Update/add new structures for underground facilities
6.9	Optional Culvert Material	LS	0	0	0	N/A
6.10	French Drain Systems	Per Cell	10	0	0	N/A
6.11	Drainage Wells	EA	0	0	0	N/A
6.12	Drainage Design Documentation Report	LS	1	30	30	Update
6.13	Bridge Hydraulic Report	EA	0	0	0	N/A
6.14	Temporary Drainage Analysis	LS	0	0	0	MOT drainage analysis
6.15	Cost Estimate	LS	1	12	12	update
6.16	Technical Special Provisions	LS	1	0	0	N/A
6.17	Other Drainage Analysis	LS	1	0	0	N/A
Drainage Analysis Technical Subtotal					206	
6.18	Field Reviews	LS	0	0	0	
6.19	Technical Meetings	LS	0	36	0	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	10	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	3%	6	
Drainage Analysis Nontechnical Subtotal					16	
6.23	Coordination	LS	%	3%	7	
6. Drainage Analysis Total					229	

Technical Meetings

Base Clearance Water Elevation	EA	0	0	0	
Pond Siting	EA	0	0	0	
Agency	EA	0	0	0	
Local Governments (cities, counties)	EA	1	36	36	Destin Council meeting - from Orlando to Destin overnight
FDOT Drainage	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				36	
Progress Meetings (if required by FDOT)	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	
Total Meetings				36	

Carries to 6.19

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

Project Activity 8: Environmental Permits

Estimator:

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

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Permits, Compliances and Clearances						
8.1	Preliminary Project Research	LS	1	0	0	N/A
Permits						
8.2	Complete Permit Involvement Form	LS	1	0	0	N/A
8.3	Field Work					
8.3.1	Pond Site Alternatives	LS	1	0	0	Updating existing ponds
8.3.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	N/A
8.3.3	Species Surveys	LS	1	0	0	Included in PD&E re-evaluation effort
8.3.4	Archeological	LS	1	0	0	N/A
8.4	Agency Verification of Wetland Data	LS	1	0	0	N/A
8.5	Complete And Submit All Required Permit Applications					
8.5.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	N/A
8.5.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	Not included, if required, an amendment will be required
8.6	Prepare Dredge and Fill Sketches (as needed)	LS	1	0	0	N/A
8.7	Prepare USCG Permit Sketches	LS	1	0	0	N/A
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	N/A
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	N/A
8.10	Prepare Tree Permit Information	LS	1	0	0	N/A
8.11	Mitigation Design	LS	1	0	0	N/A
8.12	Mitigation Coordination and Meetings	LS	1	0	0	N/A
8.13	Other Environmental Permits	LS	1	24	24	update NWFWM Stormwater Permit application

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Environmental Clearances/Reevaluations						
8.14	Technical support to Department for Environmental Clearances and Reevaluations					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	See separate PD&E Re-evaluation effort
8.14.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.14.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.14.4	Essential Fish Habitat	LS	1	0	0	N/A
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	N/A
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0	N/A
8.15	Preparation of Environmental Clearances and Reevaluations					
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0	N/A
8.15.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.15.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.15.4	Wildlife and Habitat Impact Analysis	LS	1	0	0	N/A
8.15.5	Section 7 or Section 10 Consultation	LS	1	0	0	N/A
8.16	Contamination Impact Analysis	LS	1	0	0	N/A
8.17	Asbestos Survey	LS	1	0	0	N/A
Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal					24	
8.18	Technical Meetings	LS	1	8	8	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	1	
8.20	Supervision	LS	%	3%	1	
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					10	
8.21	Coordination	LS	%	3%	1	
8. Environmental Permits, Compliance and Clearances Total					35	

Technical Meetings

WMD	EA	1	8	8	will need another pre-app meeting for changed design concept
NMFS	EA	0	0	0	
ACOE	EA	0	0	0	
USCG	EA	0	0	0	
USFWS	EA	0	0	0	
FFWCC	EA	0	0	0	
FDOT	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				8	
Progress Meetings	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	
Total Meetings				8	

Carries to 8.18

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

Project Activity 25: Landscape Architecture Analysis

Estimator:

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	1	0	0	
25.2	Site Inventory and Analysis	LS	1	0	0	
25.3	Planting Design	LS	1	3	3	redesign of pond 1 and pond 2 area
25.4	Irrigation Design	LS	1	0	0	
25.5	Hardscape Design	LS	1	0	0	
25.6	Plan Summary Boxes	LS	1	0	0	
25.7	Cost Estimates	LS	1	0	0	
25.8	Technical Specification Provisions	LS	1	0	0	N/A
25.9	Other Landscape Architecture	LS	1	0	0	N/A
Landscape Architecture Analysis Technical Subtotal					3	
25.10	Outdoor Advertising	LS	1	0	0	
25.11	Field Reviews	LS	1	0	0	
25.12	Technical Meetings	LS	2	1	2	two people for 1 hour meeting
25.13	Quality Assurance/Quality Control	LS	%	5%	1	
25.14	Independent Peer Review	LS	%	0%	0	
25.15	Supervision	LS	%	3%	0	
Landscape Architecture Analysis Nontechnical Subtotal					3	
25.16	Coordination	LS	%	3%	1	
25. Landscape Analysis Total					7	

Project Activity 26: Landscape Architecture Plans

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign

N/A

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
26.1	Key Sheet		Sheet	1	0	0	0	
26.2	Tabulation of Quantities		Sheet	1	0	0	0	
26.3	General Notes		Sheet	1	0	0	0	
26.4	Tree and Vegetation Inventory, Protection and Relocation Plans		Sheet	1	0	0	0	
26.5	Planting Plans For Linear Roadway Projects		Sheet	4	12	4	48	2 revised plans for Pond 2 area
26.6	Planting Plans (Interchanges and Toll Plazas)		Sheet	1	0	0	0	
26.7	Planting Details and Notes		Sheet	1	0	0	0	
26.8	Irrigation Plans for Linear Roadway Project		Sheet	1	0	0	0	
26.9	Irrigation Plans for Interchange and Toll Plazas		Sheet	1	0	0	0	
26.10	Irrigation Details and Notes		Sheet	1	0	0	0	
26.11	Hardscape Plans		Sheet	1	0	0	0	
26.12	Hardscape Details and Notes		Sheet	1	0	0	0	
26.13	Maintenance Plan		Sheet	1	0	0	0	
26.14	Cost Estimate		LS	1	2	0	2	
Landscape Architecture Plans Technical Hours Subtotal						4	50	
26.15	Quality Assurance/Quality Control		LS	%	5%		3	
26.16	Supervision		LS	%	3%		2	
26. Landscape Architecture Plans Total						4	55	

CITY OF DESTIN Internal Budget Transfer Form

Fiscal Year 2022
 Period 11
 Ref 1 BUA
 Ref 2 ADJ

Short Description TXFR NORG1 TO EN615
 Effective Date 8/1/2022
 Budget Year Code 1

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

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrase (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
31554132 ROAD IMPACT FEES	565000	EN615	TXFR FROM NORRIEGO POINT TO CROSS TOWN CONNECTOR	I	\$ 70,541.89	\$ -	\$ 70,541.89
31554132 ROAD IMPACT FEES	565000	NORG1	TXFR FROM NORRIEGO POINT TO CROSS TOWN CONNECTOR	D	\$ 70,541.89	\$ 307,620.43	\$ 237,078.54

Created by: _____
 Entered by: _____
 Approved by: _____

Initials _____
 Date _____

Note
 Transfer Road Impact funds from NORG1 project
 to EN615 for Atkins to update stormwater model

07/26/2022 09:02
kstrickland

CITY of DESTIN, FL
YEAR-TO-DATE BUDGET REPORT

P
glytbud 1

FOR 2022 13

ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
315 IMPACT FEES/CIP RESTRICTED						
31554132 ROAD IMPACT CIP						
315 -54-541-00-00-565000-EN615		CROSS-TOWN CONNECTOR				
0.00	330,267.83	261,057.11	0.00	57,581.15	11,629.57	96.5%
315 -54-541-00-00-565000-NORG1		NORRIEGO POINT ROAD				
350,000.00	338,370.43	13,853.00	0.00	16,897.00	307,620.43	9.1%
TOTAL ROAD IMPACT CIP						
350,000.00	668,638.26	274,910.11	0.00	74,478.15	319,250.00	52.3%
TOTAL IMPACT FEES/CIP RESTRICTED						
350,000.00	668,638.26	274,910.11	0.00	74,478.15	319,250.00	52.3%
TOTAL EXPENSES						
350,000.00	668,638.26	274,910.11	0.00	74,478.15	319,250.00	
GRAND TOTAL						
350,000.00	668,638.26	274,910.11	0.00	74,478.15	319,250.00	52.3%

** END OF REPORT - Generated by Krystal Strickland **



ATKINS

Member of the SNC-Lavalin Group

Destin CTC City Council Meeting

August 1st, 2022 @ 6:00 PM

Atkins Q&A

1. At what level of rework (60% or 90%) will the redesign mean?

Rework will include a redesign of the 90% plans to show the revised drainage design. 90% plans will be resubmitted 60 days following NTP.

2. Explain the difference in retention from four lanes to two lanes and why the ponds are as large as they are.

The ponds in the previous 4-lane project design were not only larger in overall area/size, but they had steeper side slopes (3:1 vs 4:1) which allowed them to retain more runoff but required them to be fenced from public access for safety. The current pond volumes are dictated by the NFWWMD criteria for water quality and volume for a closed basin retention pond while maintaining required freeboard. There is little excess volume available in the Pond 1 since the freeboard requirement is marginally met. Pond 2 has a small amount of excess volume which could be utilized by future improvement projects in the area.

3. Are the design percolation rates conservative?

The values used for the soil permeability rates for the pond recovery analysis are based on the geotechnical borings and lab analysis. The NFWWMD criteria requires a 1.5 factor of safety be used to account for siltation which occurs in retention ponds. There is no additional safety margin other than that required by the WMD criteria for permitting and the geotechnical engineer's recommendations.



Atkins Q&A

4. Explain the reason for the drainage basin being larger than the project.

There is offsite area which currently drains to the proposed R/W that is shown in the basin map. State drainage law requires that the existing drainage patterns be maintained and accommodated so that the proposed project does not cause adverse impacts. In addition, curb and gutter is being added to the roadways which will block runoff from adjacent off-pavement grass areas, so in order to maintain spread criteria and drain runoff from the road, the runoff is being captured into the stormsewer system or directed through flumes to grassed depressional areas.

5. Can surface retention be utilized at the Beach & Benning Dr intersection to reduce the large ponds or redistribute some of the retention areas?

There are two small triangular parcel remainders (~0.25 AC each) at the Beach intersection that could potentially be used to provide some attenuation and treatment. However, additional geotechnical borings and analysis would need to be done in those areas for calculations and permitting. It would not eliminate the need for Pond 2 but just marginally reduce its size and would result in 3 ponds/depressions to maintain in the area where there could be other better uses for those parcel remainders such as a dog park or swing set, etc. As far as the Benning intersection, there is not much area for treatment and retention except the very small green spaces in front of people's homes in-between the road and R/W. It would not eliminate the need for Pond 1 and would only marginally reduce its size for not much benefit.



Atkins Q&A

6. Why is there no difference between the schedule for both options?

60 Days was stated by Atkins during the July 11th City Council meeting. While the level of effort to revise both Pond 1 and Pond 2 will be higher, Atkins felt it was important to maintain the timeframe that was stated and agreed upon. If the option to revise both Pond 1 and Pond 2 is chosen, Atkins will call upon additional staff to meet the schedule.

7. Go over Assumptions and Exclusions in the proposal.

The scope language and assumptions/exclusions were made based on the information that we had at the time of creating the scope, that an underground retention system was desired for either one or both ponds. Those assumptions and scope language can be updated after this meeting, if the underground retention design is chosen, and after discussing your desires and gaining a better understanding of the design intentions for the system.





Underground Retention Systems



What are underground retention systems?

- › They are an underground structure designed to manage excess stormwater runoff on a developed site, often in an urban setting. This type of best management practice is typically selected when there is insufficient space on the site to build a surface facility such as a detention basin or retention basin.
- › Allows for high volume storage of runoff in a small footprint area.
- › Can be made from a variety of materials, including corrugated metal pipe, aluminum, steel, plastic, fiberglass, pre-cast or poured-in-place concrete.
- › Typically buried under a parking lot or other open land on the site.
- › Allows stormwater runoff to infiltrate into the groundwater table like a traditional retention pond.
- › Are more expensive than traditional retentions ponds but allow for land uses above the system within the same footprint.



Several Manufacturers



StormChambers



StormTech System



Variable Diameter CMP



S-22 Chamber System



SingleTrap Infiltration

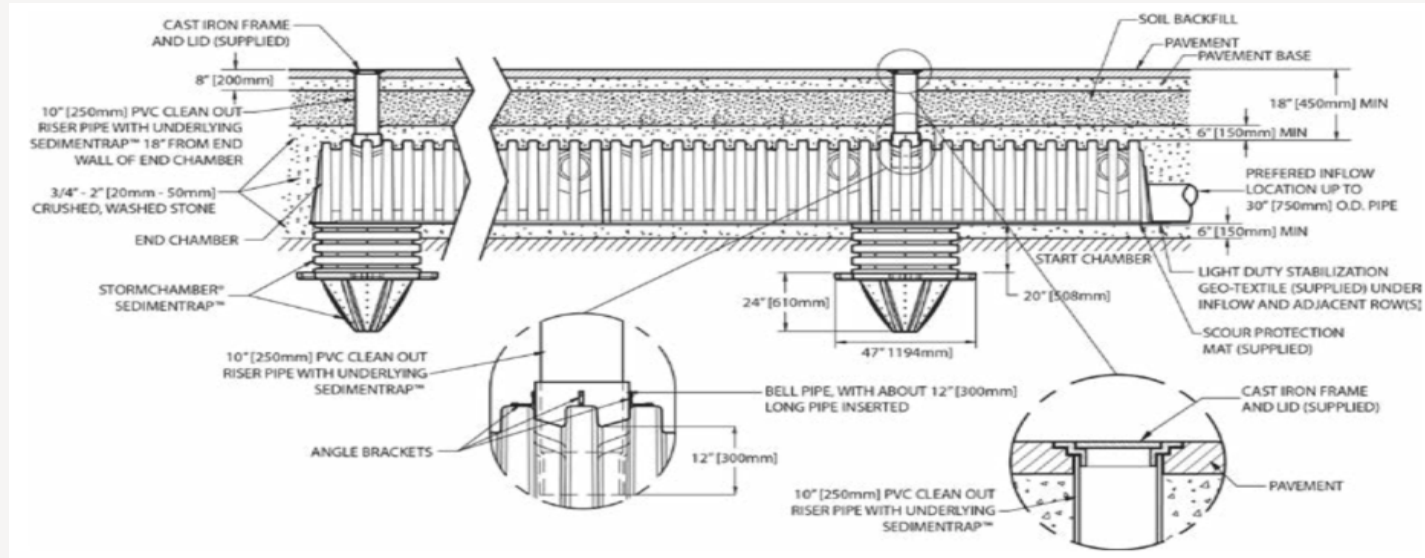




StormChambers



StormChambers System



NDS STORMCHAMBERS TYPICAL SECTION

- › 18" minimum cover above chamber for paved condition
- › 12" stone layer
- › 6" soil layer
- › 24" minimum cover above chamber for unpaved condition
- › 12" stone layer
- › 12" soil layer
- › Playground, swing set & benches should not be an issue as long as foundation does not penetrate 6" stone layer above chamber
- › Cannot place trees or buildings on top of system, minimum of 10' away from system
- › 100-year service life

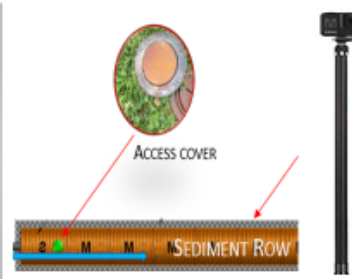
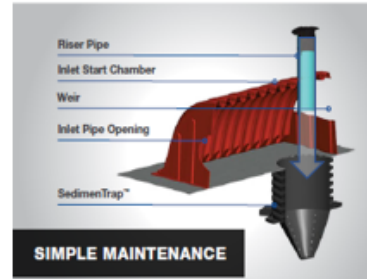


StormChambers Maintenance

NDS STORMCHAMBER SEDIMENTTRAP

EASY TO INSPECT AND MAINTAIN:

- Self inspects in minutes
- No special equipment required for inspection
- Vacuum only for maintenance
- Lower disposal cost - solids



- › 10-inch diameter riser pipe for inspection and vacuum truck tube access to the SedimenTrap.
- › Inspection recommended quarterly and after major storm events.
- › Vacuum sediment build-up from traps as needed. Typically twice a year.
 - › When sediment is within 6-inches of the pipe invert of the StormChamber
- › Normal vacuum truck can be used, not JetVac



ATKINS

Member of the SNC-Lavalin Group

StormChambers Cost Estimate

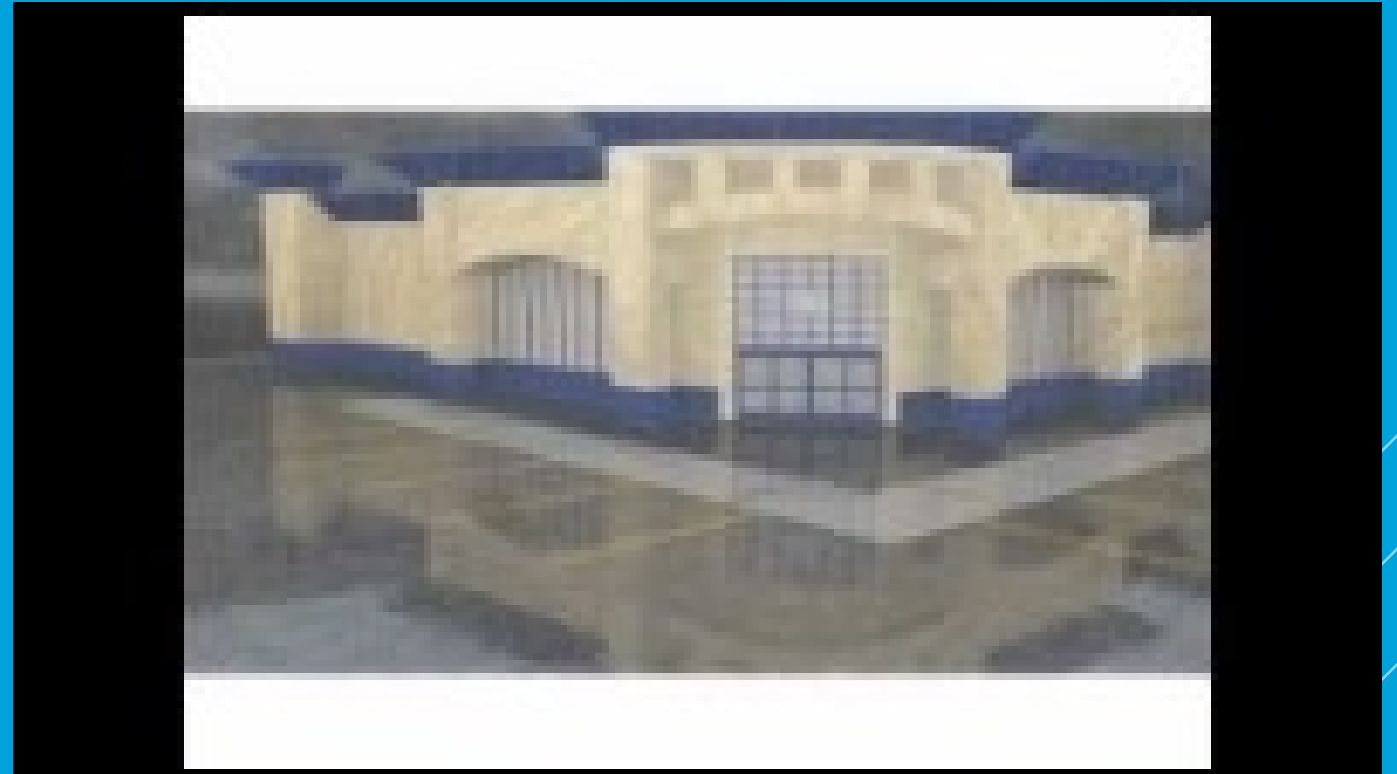


- › Manufacturer recommends their SC-44 system for this project
- › 44" height chambers
- › **Estimated cost received from manufacturer ONLY includes their materials. Does not include excavation, stone, installation, structures etc.**
 - › Pond 1: \$457,157
 - › Pond 2: \$827,114

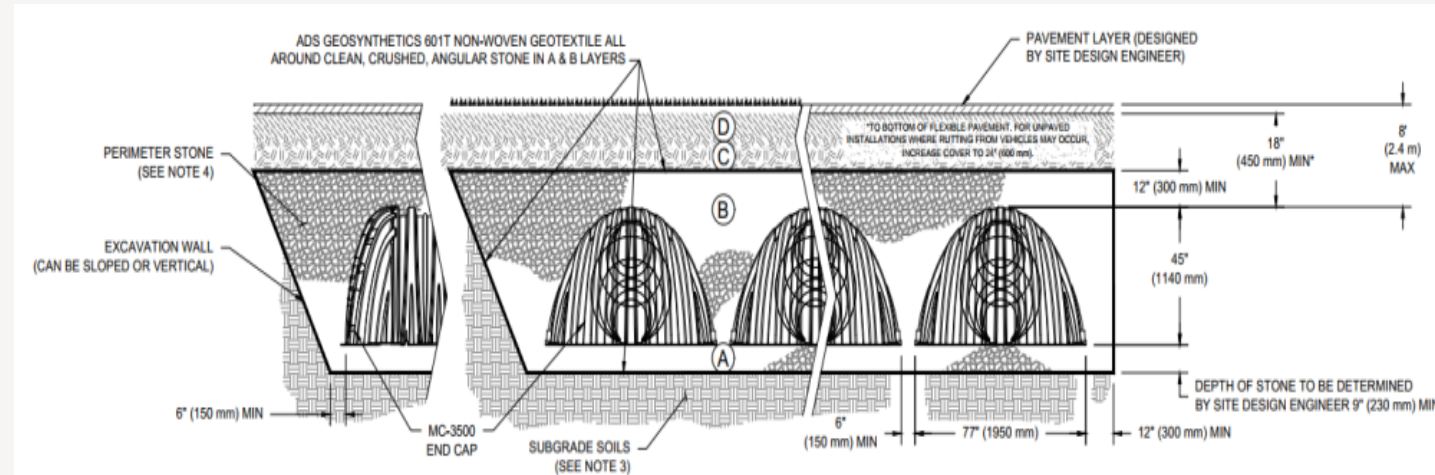




StormTech



StormTech System

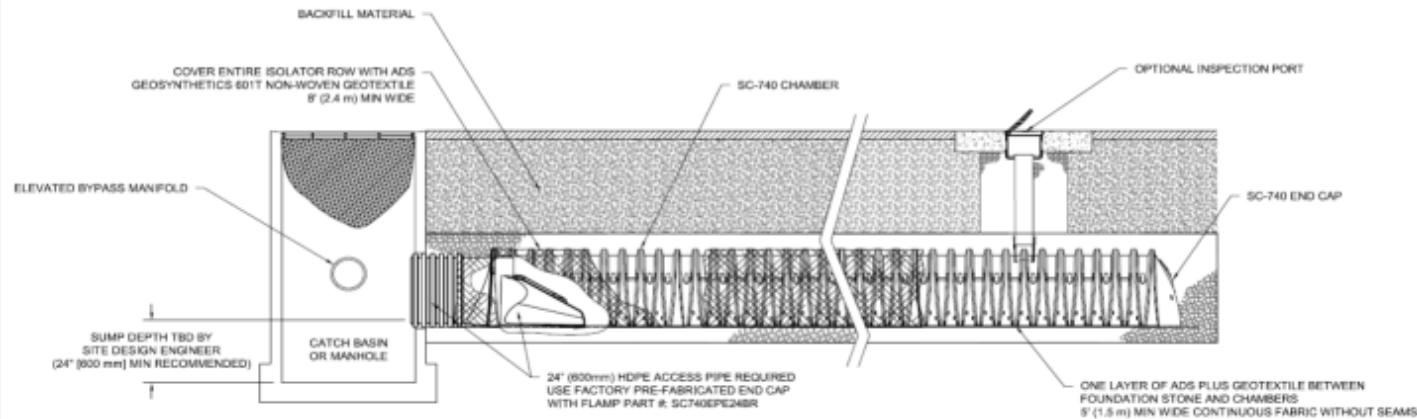


ADS STORMTECH TYPICAL SECTION

- › 18" minimum cover above chamber for Paved condition
- › 12" stone layer
- › 6" soil layer
- › 24" minimum cover above chamber for Unpaved condition
- › 12" stone layer
- › 12" soil layer
- › Playground, swing set & benches should not be an issue as long as foundation does not penetrate 12" stone layer above chamber
- › Cannot place trees or buildings on top of system, minimum of 10' away from system
- › 100-year service life



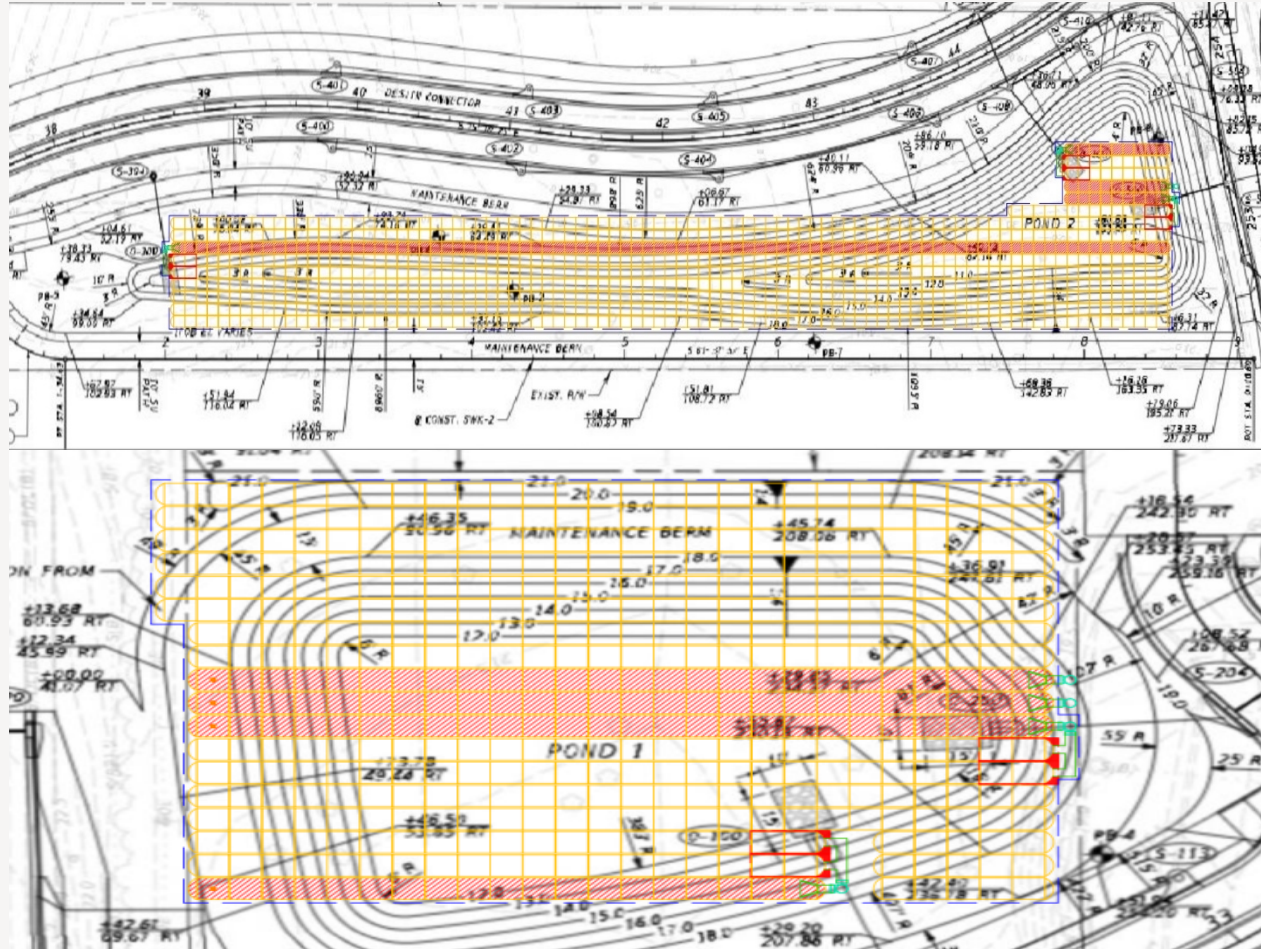
StormTech Maintenance



ADS STORMTECH ISOLATOR ROW

- › Recommends inspecting system annually
- › Should be inspected every 6 months for first year of operation
- › Flashlight and rod used to inspect depth of sediment
- › Clean out Isolator Row using a JetVac until backflow water is clean and vacuum manhole sump as required
- › Typically done every 5-15 years

StormTech Cost Estimate



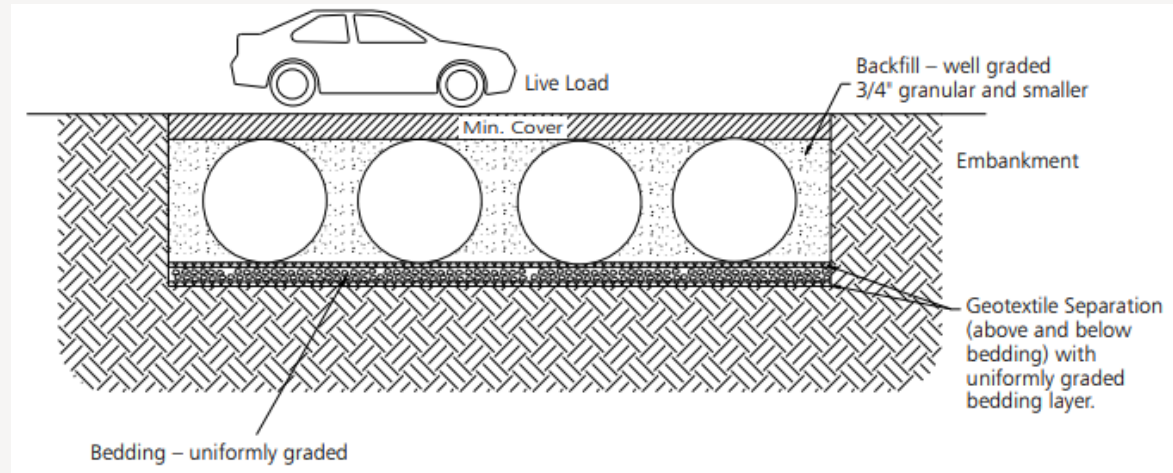
- › ADS MC-3500 StormTech Chamber product recommended based on site conditions
- › Is also ADS's most economical chamber
- › Estimated cost to construct (includes excavation, material, stone and labor)
 - › \$9.50/CF of storage
 - › Pond 1 = \$810,778
 - › Pond 2 = \$1,470,296



Variable Diameter CMP



Variable Diameter CMP System



CONTECH CMP TYPICAL SECTION

- › 40% less stone needed versus plastic chamber systems which means more room for storage in 25% smaller footprint
- › No stone required above or below pipe
- › Pipes come in 1" diameter increments for more flexibility
- › Minimum cover
 - › 12" paved
 - › 18" unpaved
- › Playground, swing set & benches should not be an issue as long as foundation does not penetrate the geotextile layer above chamber
- › Cannot place trees or buildings on top of system, minimum of 10' away from system
- › 75-year service life



Variable Diameter CMP Maintenance



CONTECH MANHOLE RISER

- › Recommends inspecting system annually
 - › Sites with high trash loads may need more frequent inspection
- › All systems suggested to have a manhole for access and inspection at the inflow locations
- › Half a day to full day of JetVac truck maintenance
 - › Typically once every 2 years



Variable Diameter CMP Cost Estimate



- › Pipe sizes used to be designed per site elevation conditions
- › Manufacturer recommends their 60" perforated pipe
- › Estimated cost to construct (includes excavation, material, stone and labor)
 - › \$8.50-\$9.50/CF of storage
 - › Pond 1 = \$725,433 - \$810,778
 - › Pond 2 = \$1,315,528 - \$1,470,296





S-22 Chamber System



S-22 Chamber System



TRITON S-22 INSTALLATION SECTION VIEW

- › 18" minimum cover above chamber for paved condition
 - › 6" stone layer
 - › 12" soil layer
- › 24" minimum cover above chamber for unpaved condition
 - › 6" stone layer
 - › 18" soil layer
- › Playground, swing set & benches should not be an issue as long as foundation does not penetrate 6" stone layer above chamber
- › Cannot place trees or buildings on top of system, minimum of 10' away from system
- › 100-year service life
- › Eco-friendly soy based carbon-neutral product. Lightest weight chamber on the market making it easier to install and ship



S-22 Chamber System Maintenance



S-22 MANHOLE HEADER ROW

- › Recommends inspecting system annually at a minimum and after major storm events
- › Should be inspected every 6 months for the first year
- › Inlet/Manhole access ports for inspection and clean-out and can be placed virtually anywhere in the system
- › Stadia rod used to measure sediment depth
- › Maintenance with a JetVac Truck
- › When sediment depth exceeds 10-inches in manhole sump and/or if there is 3-inches throughout the length of the main header row



S-22 Chamber System Cost Estimate



- › Manufacturer recommends their S-22 system for this project
- › They also have the Triton Vault system which is more expensive
- › **Estimated cost received from manufacturer ONLY includes their materials. Does not include excavation, stone, installation, structures etc.**
- › \$4.22/CF of storage
 - › *Pond 1: \$360,156*
 - › *Pond 2: \$653,121*

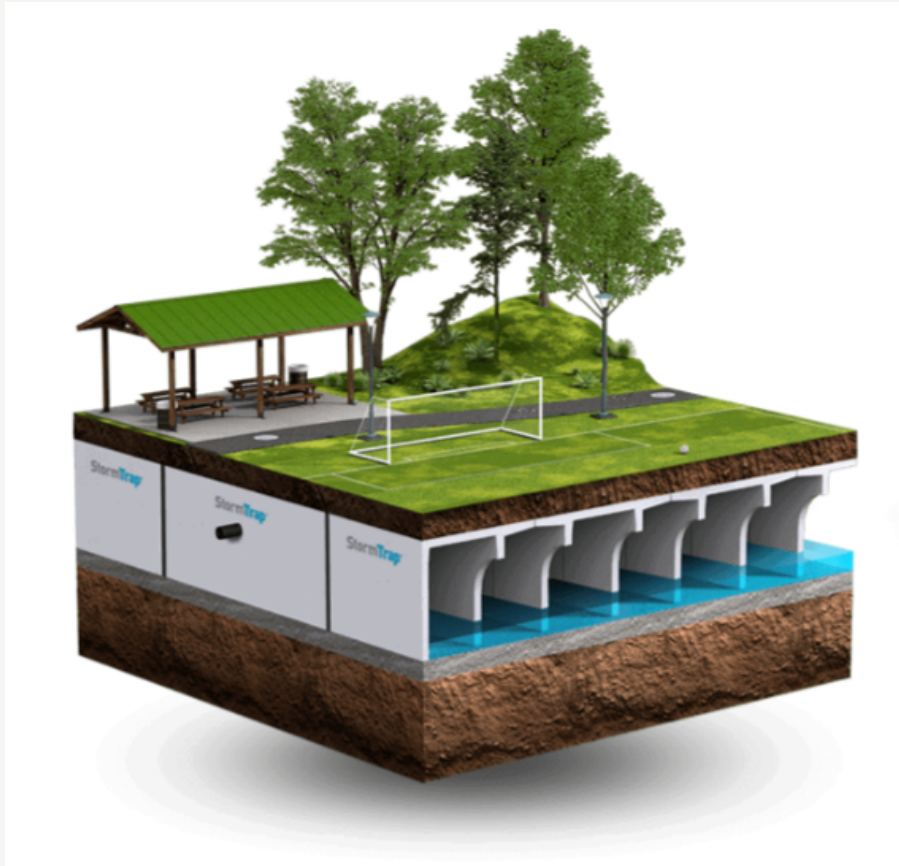




SingleTrap Infiltration



SingleTrap Infiltration System

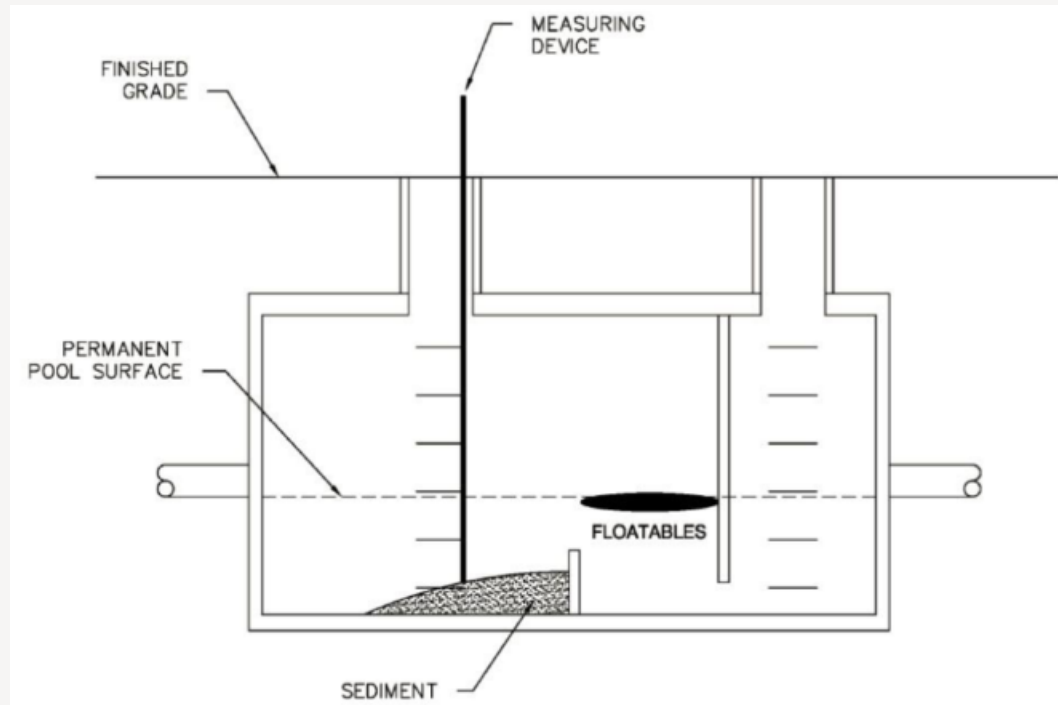


SINGLETRAP RENDERING SECTION VIEW

- › Less stone needed and less cover versus plastic chamber systems which means more room for storage in a smaller footprint
- › Made of reinforced pre-cast concrete available in heights from 1'-1" to 7'-6"
- › Minimum cover
 - › 6"
- › Playground, swing set & benches should not be an issue as long as foundation does not penetrate 6" minimum cover above system
- › Can place trees on top of system. The system needs structural design for very large trees.
- › 100-year service life



SingleTrap Infiltration System Maintenance



StormTrap Inspection Manhole

- › Recommends inspecting system annually before the wet season at a minimum and after major storm events.
- › Inspect system at manhole locations using a sediment pole to measure depth of silt.
- › Blockages should be safely removed as soon as practical. System should be completely cleaned when sediment occupies more than 10-15% of the design volume of the system.
- › Cleaned using a JetVac truck



SingleTrap Infiltration System Cost Estimate



- › Pre-cast concrete sizes used to be designed per site elevation conditions
- › Manufacturer recommends 6ft – 7ft chamber height
- › Estimated cost to construct (includes excavation, material, stone and labor)
 - › \$12.00/CF of storage
 - › Pond 1 = \$1,024,140
 - › Pond 2 = \$1,857,216



Comparison Table

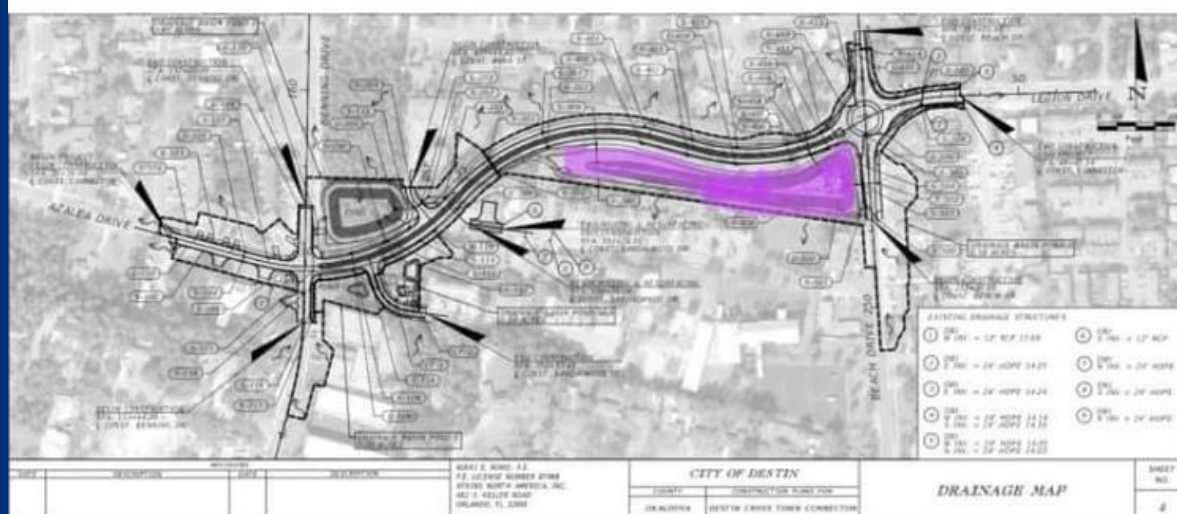
		NDS	ADS	Contech	Triton	StormTrap	Traditional Retention
Cost	Pond 1	\$457,157.00 (+)	\$810,778.00	\$768,105.00	\$360,156.00 (+)	\$1,024,140.00	\$139,966.00
	Pond 2	\$827,114.00 (+)	\$1,470,296.00	\$1,392,912.00	\$653,121.00 (+)	\$1,857,216.00	\$253,820.00
Inspection	Frequency	Annual	Annual	Annual	Annual	Annual	Annual
Maintenance	Type	Vacuum Truck	JetVac Truck	JetVac Truck	JetVac Truck	JetVac Truck	Mower/Trash & Sediment Removal
	Frequency	Vacuum Sediment as needed. Typically twice a year	Typically every 5-15 years	Typically every 2-years	Sediment exceeds 10" in sump or 3" in header row	Sediment reaches 10%-15% Design Volume	As needed
Material		Polyethylene	Polypropylene Resin	Aluminized Steel CMP	Fiberglass Reinforced Soy-based Resin	Reinforced Concrete	Earth/Sod
Minimum Cover	Paved	18"	18"	12"	18"	6"	N/A
	Unpaved	24"	24"	18"	24"	6"	N/A
Service Life		100 years	100 years	75 years	100 years	100 years	100 years
Comments		Only system that doesn't require JetVac	Fastest manufacturer response time. Already provided preliminary system design.	Same volume in 25% smaller footprint than plastic chambers. Only 75 year service life.	Lightest chamber on market. Eco-friendly, LEED credits available.	Only system that can support trees on top. Most Expensive option.	Lowest cost and minimal maintenance: mowing & trash pickup. Occasional sediment removal. Can be landscaped.
Notes		NDS cost is for material ONLY (no stone, installation, etc)			Triton cost is for material ONLY (no stone, installation, etc)		



7:08



DESTIN CITY COUNCIL 👍 I just wanted to reach out and say THANK YOU to the Destin city Council they deserve some praise for the wisdom and smarts to redesign the proposed large stormwater pond (please see in purple) which in my opinion was too large. They have directed the engineers to design an under drain which will shrink the pond and we can preserve all the trees and the green space, as a linear Park for the citizens and dogs. Great work on the city Council for having such a great vision.



Like



Comment



Share



16

9 Shares

Top comments ▾



Rodney Braden

I love the idea of being able to use that land for a park or something there of instead of

7:21



9 Shares

All comments ▾



Rodney Braden

I love the idea of being able to use that land for a park or something there of instead of having a piece of land worth hundreds of thousands of dollars that can't be used. I just hope the engineer gets back with the city in a timely manner

12h Like Reply



Kevin Schmidt

Funny it's been green and flat for years and I never see anyone playing on it?

11h Like Reply



Rodney Braden

Kevin Schmidt I didn't realize it had already been built into a nice park for people to enjoy , with sidewalk , benches and playground equipment . What did I miss

11h Like Reply



Kevin Schmidt

Rodney Braden green space is green space lol. It's already flat and green. An underground drain is not a park.

7:21



Kevin Schmidt

Rodney Braden green space is green space lol. It's already flat and green. An underground drain is not a park. It's still flat and green 🙄

11h Like Reply



Mike Buckingham Author

Kevin Schmidt no sir but it will allow a park which is what we need on this side of town for those that live here. if you put a retention pond you're not allowed to use it as a park. Matter fact can't use it for anything except stormwater oh and a lot of weeds. Lol

11h Like Reply



Kevin Schmidt

Mike Buckingham will have to agree to disagree 👍😎🙄

11h Like Reply



Rodney Braden

Kevin Schmidt there's also a road running through there now I don't see people using it either

11h Like Reply

7:21



Destin's Bottom Line

Mike Buckingham · 12h · 🌐



William Ellison

[Kevin Schmidt](#) I'm confused. Do you want the large pond?

10h Like Reply



Kevin Schmidt

[William Ellison](#) I wish it was a fishing pond. But no, it's not a pond.

10h Like Reply



Write a reply...

Mike Buckingham **Author**

[Kevin Schmidt](#) Kevin with all due respect sir they've had it closed off with ropes and 4 x 4's not allowed to go out there

11h Like Reply



Kevin Schmidt

[Mike Buckingham](#) maybe they should open it up and use the green space then ? 🙌

11h Like Reply

Mike Buckingham **Author**

[Kevin Schmidt](#) Sir that's a great idea but you know staff is not gonna open it. Until the project is completed Kevin thank you for the 2 lanes which

7:21



Destin's Bottom Line

Mike Buckingham · 12h · 🌐

Mike Buckingham **Author**

[Kevin Schmidt](#) Sir that's a great idea but you know staff is not gonna open it. Until the project is completed Kevin thank you for the 2 lanes which is needed

11h Like Reply



Kevin Schmidt

[Mike Buckingham](#) we opened a beach, that is not yet a park or constructed or finished 🙌🙌🙌

11h Like Reply

Mike Buckingham **Author**

[Kevin Schmidt](#) Kevin you know I have a Lotta respect for you and I'm not arguing with you drive-by you'll see it's closed off they don't want people in there you being a city Council member if you don't mind make a phone call and open it up put a sign out there that people can use it and watch what happens once again thank you

11h Like Reply



Kevin Schmidt

[Mike Buckingham](#) I hear ya

7:21



Destin's Bottom Line

Mike Buckingham · 12h · 🌐



Ken Creel

[Kevin Schmidt](#) That's laughable. I live right around the corner and have often thought of walking my dog there. I did not go in the area because it is roped off. Silly statement. How the hell did you get on this council?

11h Like Reply



Kevin Schmidt

[Ken Creel](#) Thank You! For following the rules sir. Maybe we can open it for your dog walking.

11h Like Reply



Write a reply...



Jessie Jacobs

Finally!! We've needed this artery for years!! This will totally help with the traffic problem on the 600 block of Legion!! ❤️

11h Like Reply



Kevin Schmidt

[Jessie Jacobs](#) yes we have. Hopefully it will happen one day.

11h Like Reply



Jessie Jacobs

7:21



Destin's Bottom Line

Mike Buckingham · 12h · 🌐



Jessie Jacobs

[Kevin Schmidt](#) I'm hoping this new street will be used as the emergency route for fire and rescue for west 98 as well. As a 20+ year homeowner on Legion the traffic and speeding has gotten ridiculous! This time of year it's just as many tourists as locals using the residential backstreets. 😞

11h Like Reply



Write a reply...



Write a reply...



Jamie Lynn Wolfrom

I think that is a great idea the last thing Destin needs is another large Storm water pond that will never hold water

11h Like Reply



Kevin Schmidt

[Jamie Lynn Wolfrom](#) please come to the next meeting to hear more.

10h Like Reply



7:22



Destin's Bottom Line

Mike Buckingham · 12h · 🌐



Les Rector

It will be nice if they can plan this thing efficiently enough to put a dog park on this side of town. It is much needed and not another mosquito pond

9h Like Reply



Kevin Schmidt

[Les Rector](#) it's not a pond.

10h Like Reply

Mike Buckingham [Author](#)

[Kevin Schmidt](#) all do respects sir it is a pond it's called a retention pond it's a pond that holds water when it rains

9h Like Reply



Les Rector

[Kevin Schmidt](#) I think I've built enough of them to know that it is a retention pond. Furthermore my comment was directed to the fact that in my opinion the ex filtration system would be a more viable solution for the site as to allow for a better use such as a dog park. Exfiltration systems are commonly used in areas where they have limited space yet need they require

7:22



Destin's Bottom Line

Mike Buckingham · 12h · 🌐



Les Rector

[Kevin Schmidt](#) I think I've built enough of them to know that it is a retention pond. Furthermore my comment was directed to the fact that in my opinion the ex filtration system would be a more viable solution for the site as to allow for a better use such as a dog park. Exfiltration systems are commonly used in areas where they have limited space yet need they require draining by the city and or need another use for the site. If you take a look at the current Chick-fil-A site under construction and look at the plans you'll see the exfiltration system at work

32m Like Reply



Kevin Schmidt

[Les Rector](#) Thank You! I hope to see you at a future meeting on this.

1m Like Reply



Write a reply...



William Ellison

[Kevin Schmidt](#) this might be why you don't see people " playing on it"

7:22



Destin's Bottom Line

Mike Buckingham · 12h · 🌐



William Ellison

[Kevin Schmidt](#) this might be why you don't see people " playing on it"



10h Like Reply



Kevin Schmidt

[William Ellison](#)



GIPHY

10h Like Reply



Megan Hunt

7:19



Destin's Bottom Line

Mike Buckingham · 12h · 🌐



to keep it locked up and gated away. I even wrote parking tickets to people who put their vehicles or trailers on it. So I think there's a lot of misinformation out there

10h Like Reply



Marilyn Ming

Congratulations , we need more dog parks ❤️



Thank you !

10h Like Reply



Aubrey Santucci

There's a nice orange tree on that property.

9h Like Reply



Kelly Anderson

Didn't this get turn down and /or got vote on it was reject and /or vote against??

7h Like Reply



Kevin Schmidt

[Mike Buckingham](#) just so you don't think I ignore you. I have been advised by attorney that due to sunshine law I should stop commenting. I hope all the amazing citizens of destin that have a comment would continue to a future meeting when this is discussed.

5m Like Reply

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 1, 2022

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 06/27/2022

SUBJECT: Flood Insurance Update - Risk Rating 2.0

I. BACKGROUND: The Federal Emergency Management Agency has implemented a new risk rating (premium calculation) methodology called Risk Rating 2.0. Staff will provide Council and the Community with an update on this program change.

II. DISCUSSION: A description of Risk Rating 2.0 and State/Local Statistics will be provided.

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

> Quality of Life and Safety for Families

B. Effect on Budget (EOB): None

C. Level of Service (LOS): This is an informational item

D. Legislative Sponsor:

III. CONCLUSION: This is an informational item

IV. RECOMMENDED MOTION: No motion is required

Attachments:

1. Risk Rating 2.0 Briefing to Council
071122



FLOOD INSURANCE UPDATE

RISK RATING 2.0

IMPLICATIONS FOR DESTIN RESIDENTS AND COMMERCIAL BUILDINGS

CITY COUNCIL MEETING

JULY 11, 2022

RISK RATING 2.0 – WHAT HASN'T CHANGED?

Existing Policies will not increase more than 18% per year

Mandatory Purchase Requirement

Pre-FIRM & Newly Mapped Area subsidies

Policy Assignment/Transfer

Community Rating System (CRS)

Destin is a Class 6

RISK RATING 2.0 – WHAT HAS CHANGED?

Premium Calculation Algorithm

- Effective October 1, 2021 for all new policies
- Effective April 1, 2022 for all policy renewals

Premium Calculation Methodology – factors

- No Rate Tables (FIM)

Phasing out of former Policy types (PRP, MPPP, SFR)

Discounts – CRS, machinery & equipment, flood vents

Fewer Foundation Types

Policies will be elevation rated

- Plus other factors

CALCULATING PREMIUMS

Proximity to flooding source

Flood Frequency

Cost to Rebuild/Replace

Construction Type (frame, masonry, other)

Foundation Type

Building Occupancy

Equitable Distribution of premiums across all policyholders

- Higher Value Homes will see an increase
- Google “Risk Rating 2.0 YouTube”
- <https://www.youtube.com/watch?v=29zycK6DD-U>

RETIRING POLICY TYPES & PROCEDURES

Preferred Risk Policy (PRP)

- For structures located in Zone X or removed via a LOMA, LOMR, or LOMR-F

Mortgage Portfolio Protection Program (MPPP)

- Force-Placement of Flood Insurance

Submit for Rate (SFR)

- Elevation of Home was more than 1 foot below BFE

ANNUAL PREMIUM EFFECTS FOR FLORIDA, ALL POLICIES

- Total Number of Policies Statewide = 1,727,811

<u>Category</u>	<u>Policies</u>	<u>%</u>
• Policies Decreased	342,109	27.0%
• Policies Incr. \$0-\$10	1,178,302	57.1%
• Policies Incr. \$10-\$20	134,558	11.1%
• Policies Incr. >\$20	72,842	4.8%

ANNUAL PREMIUM EFFECTS FOR 32541, ALL POLICIES

- Total Number of Policies = 8,108

<u>Category</u>	<u>Policies</u>	<u>%</u>
• Policies Decreased	3,366	41.5%
• Policies Incr. \$0-\$10	4,341	53.5%
• Policies Incr. \$10-\$20	280	3.5%
• Policies Incr. >\$20	121	1.5%

ANNUAL PREMIUM EFFECTS FOR 32541, RESIDENTIAL

- Total Number of Residential Policies = 1,579

<u>Category</u>	<u>Policies</u>	<u>%</u>
• Policies Decreased	405	25.6%
• Policies Incr. \$0-\$10	938	59.4%
• Policies Incr. \$10-\$20	154	9.8%
• Policies Incr. >\$20	82	5.2%

QUESTIONS?

MICHAEL G. BURGESS MS, PH, CFM, CSM
DIRECTOR OF PUBLIC WORKS & EMERGENCY MANAGEMENT

CITY OF DESTIN, FL

MBURGESS@CITYOFDESTIN.COM

850-837-4242

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 1, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU: lisa Firth, Parks & Rec Director
Webb Warren, Deputy City Manager
Lance Johnson, City Manager

FROM: Ryan Reed, Deputy Parks/Rec Director

DATE: 07/27/2022

SUBJECT: Baseball Conversion Costs @ DES

I. BACKGROUND: On June 20, 2022 Council instructed staff to bring back the costs to convert the existing baseball field at the Destin Elementary School to meet High School standards.

II. DISCUSSION: Renovations at Destin Elementary School baseball field will include repairs to the existing backstop, the first baseline fence, field lighting, safety netting*, mound construction, and infield reconditioning. This price will be in the range of \$40,000 to \$50,000. *Destin High School has already purchased the safety netting.

- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):** Unfunded item. \$40,000-\$50,000
- C. Level of Service (LOS):**
- D. Legislative Sponsor:**

III. CONCLUSION: Provided council information they requested.

IV. RECOMMENDED MOTION: No motion.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 1, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

THRU: Webb Warren, Deputy City Manager

FROM: Catherine Card, Public Information Manager

DATE: Tuesday, July 26th, 2022

SUBJECT: Announcements

I. BACKGROUND: Okaloosa County Schools start back on Wednesday, August 10th.

The Library will be closed on Friday, August 19th, for staff to attend the annual OCPLC staff training day and will open as usual on Saturday, August 20.

Welcome to Kimberly Corbin, Code Compliance Director.

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 1, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT:

1. Okaloosa County Schools start back on Wednesday, August 10th.
2. The Library will be closed on Friday, August 19th, for staff to attend the annual OCPLC staff training day and will open as usual on Saturday, August 20.
3. Many thanks to the staff for hosting Big Truck Day.

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 1, 2022

TYPE OF AGENDA ITEM: Ordinance

AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

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

FROM: Webb Warren, Deputy City Manager

DATE: 7/1/22

SUBJECT: Second reading of Ordinance 22-09-CN - Exclusive Solid Waste Franchise Agreement with Waste Management, Inc, of Florida

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

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

Monthly \$22.78

Quarterly \$68.35

Annual \$273.40

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

The current agreement provides residential services as follows:

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

October 2021-September 2022 Full Rate Sheet

City of Destin, Florida

2021 CPI 3.45%

ATTACHMENT "A"							
BASE RATES October 2021							
Commercial Establishment Rates							
These Rates do not include additional service requirement such as casters, opening gates, compactors, etc. Commercial Establishments that only require one 96-gallon cart will receive service two times per week at curbside and will be billed at the same rate as a two-yard container serviced one time per week. Commercial establishments shall be billed for the rate of service required and will not receive recycling services.							
Multi-Family	Multi – Family units that are serviced by Front Load Dumpsters will be billed to one entity based on the Commercial Establishment Rates for the service required and will not receive recycling service. Multi – Family units that are serviced by carts will be billed at the Residential Rate and shall receive recycling and horticultural waste pickup.						
Residential	All Commercial Rates are per Month DES Price Group						
	1	2	3	4	5	6	7
2 yard container	\$92.09	\$176.24	\$260.63	\$344.91	\$429.19	\$513.44	\$600.73
4 yard container	\$114.21	\$218.46	\$322.70	\$426.94	\$531.18	\$635.42	\$743.44
6 yard container	\$138.65	\$262.87	\$387.08	\$511.30	\$635.51	\$759.73	\$888.88
8 yard container	\$160.09	\$304.27	\$448.45	\$592.65	\$736.83	\$881.04	\$1,030.80

Residential	DES Price Group
Residential Service With Recycling and Carts	\$ 273.40 Annual \$ 22.78 Monthly
Senior Citizen Residential Rates	\$ 223.50 Annual \$ 18.53 Monthly
Second Cart Residential Rates	\$ 158.40 Annual \$ 13.20 Monthly

Rates including 1% Franchise Fee and \$6.00 Annual Billing Fee:

Monthly			
Rate Monthly	\$ 22.56	\$ 18.44	\$ 13.07
Franch. Fee	\$ 0.23	\$ 0.18	\$ 0.13
Total Rate	\$ 22.78	\$ 18.63	\$ 13.20
Quarter	\$ 68.35	\$ 55.88	\$ 39.60
Annual	\$ 273.40	\$ 223.50	\$ 158.40

Regular
Senior
2nd Can

VIP Compactors: 2021 CPI

	1	2	3	4	5	6	7
2	\$ 144.17	\$ 271.73	\$ 399.32	\$ 526.93	\$ 631.48	\$ 849.14	\$ 1,039.58
4	\$ 186.56	\$ 351.56	\$ 516.48	\$ 681.46	\$ 846.46	\$ 1,098.12	\$ 1,344.44
6	\$ 231.95	\$ 434.33	\$ 636.75	\$ 839.08	\$ 1,087.50	\$ 1,350.45	\$ 1,310.65
8	\$ 271.88	\$ 511.66	\$ 751.42	\$ 991.17	\$ 1,284.63	\$ 1,596.76	\$ 1,954.84

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Destin CPI 10-01-2021 Rate Sheet Oct 2021

Destin and surrounding area current contract comparisons:

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

* New rate effective April 1, 2022

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

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

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

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

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

Staff brought forth an agenda item in May with the results of the negotiations with Waste Management. Below are the proposed rates for a new 5 year franchise agreement for Destin, with a 3% franchise fee, and a contract effective October 1, 2022.

Residential rates are proposed to be \$307.20 annually / \$76.80 quarterly / \$25.60 monthly.

Commercial Establishment Rates							
These Rates do not include additional service requirement such as casters, opening gates, compactors, etc. Commercial Establishments that only require one 96-gallon cart will receive service two times per week at curbside and will be billed at the same rate as a two-yard container serviced one time per week. Commercial establishments shall be billed for the rate of service required and will not receive recycling services.							
Multi-Family	Multi – Family units that are serviced by Front Load Dumpsters will be billed to one entity based on the Commercial Establishment Rates for the service required and will not receive recycling service. Multi – Family units that are serviced by carts will be billed at the Residential Rate and shall receive recycling and horticultural waste pickup.						
Residential	All Commercial Rates are per Month DER Price Group						
	1	2	3	4	5	6	7
2 yard container	110.02	210.56	311.37	412.07	512.76	613.41	717.69
4 yard container	136.45	261.00	385.53	510.56	634.60	759.13	888.18
6 yard container	165.65	314.05	462.44	610.85	759.24	907.65	1061.94
8 yard container	191.26	363.51	535.76	708.03	880.29	1052.58	1231.49

Residential	DER Price Group
Residential Service With Recycling and Carts	\$ 307.20 Annual \$ 25.60 Monthly
Senior Citizen Residential Rates	\$ 251.40 Annual \$ 20.95 Monthly
Second Cart Residential Rates	\$ 178.56 Annual \$ 14.88 Monthly

Rates including 3% Franchise Fee and \$6.00 Annual Billing Fee:

Monthly			
Rate Monthly	\$ 24.83	\$ 20.32	\$ 14.43
Franch. Fee	\$ 0.77	\$ 0.63	\$ 0.45
Total Rate	\$ 25.60	\$ 20.95	\$ 14.88
Quarter	\$ 76.80	\$ 62.85	\$ 44.64
Annual	\$ 307.20	\$ 251.40	\$ 178.56

Regular
Senior
2nd Can

VIP Compactors: Proposed 2022

	1	2	3	4	5	6	7
2	\$ 185.25	\$ 358.92	\$ 532.59	\$ 706.27	\$ 879.96	\$ 1,053.63	\$ 1,253.63
4	\$ 229.74	\$ 445.74	\$ 661.74	\$ 877.73	\$ 1,093.73	\$ 1,309.70	\$ 1,509.70
6	\$ 278.92	\$ 539.84	\$ 800.75	\$ 1,061.67	\$ 1,322.53	\$ 1,583.50	\$ 1,783.50
8	\$ 322.04	\$ 624.90	\$ 927.77	\$ 1,230.65	\$ 1,533.51	\$ 1,836.38	\$ 2,036.38

II. DISCUSSION: Staff brought updates to council in March and May of 2022 concerning the status of the negotiations and requested feedback on a potential contract.

Staff brought forward a draft ordinance to the June 20th, 2022 City Council meeting for Council review. In that meeting, staff took feedback from Council and then worked with Waste Management to revise portions of the ordinance.

- 1.) Glass was added to the recycling list.
- 2.) The measurement of "overage" in relation to an open lid was changed from 6" to 12".
- 3.) Contamination rate was increased from 10% to 20%.
- 4.) Percentage fees in relation to overage and contamination charges were changed to flat rates (\$5 for overage, \$10 for contamination).

- 5.) The effective date of the franchise agreement was changed to October 1st, 2022
- 6.) The language dedicating franchise fees to parks and stormwater funds was removed.
- 7.) The franchise fee was drafted at 3%.

On July 11, during the first reading of the ordinance, feedback was received concerning overages and contamination charges within the ordinance. Since that time, those definitions and charges have been removed from the ordinance. These removals do not necessitate that the ordinance goes back to first reading.

A. Link to Strategic Goals / Objectives: Financially sound city providing service excellence/ a green and sustainable environment

B. Effect on Budget (EOB): This item does not affect the FY 2022 Budget.

This will increase general fund revenues beginning with Fiscal Year 2023 from \$43,500/year (at prior agreement of 1%) up to \$130,500/year (at newly adopted 3%).

C. Level of Service (LOS): Same

D. Legislative Sponsor:

III. CONCLUSION: Staff included ordinance language as Council discussed at the June 20th Council Meeting. Staff took feedback from the July 11th meeting and Waste Management proposed to remove verbiage from the ordinance as it relates to residential overage and contamination charges.

IV. RECOMMENDED MOTION: I move to adopt Ordinance 22-09-CN on second reading.

Attachments:

- 1. ATT1 - Ordinance 22-09-CN- Exclusive solid waste franchise agreement with Waste Management Inc of Florida
- 2. ATT2-
wm_email_July18_2022
- 3. ATT3 - Marked Up Version of Ordinance 22-09-CN- Exclusive solid waste franchise agreement with Waste Management Inc of Florida (FOR REFERENCE ONLY)

ORDINANCE --22-09-CN

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR THE EXCLUSIVE FRANCHISE TO WASTE MANAGEMENT, INC. OF FLORIDA, A PRIVATE CORPORATION, FOR THE COLLECTION AND DISPOSAL OF ALL RESIDENTIAL AND COMMERCIAL TRASH, GARBAGE, AND OTHER REFUSE WITHIN THE CITY LIMITS; PROVIDING FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS WITHIN THE CITY LIMITS; PROVIDING FOR DEFINITIONS; GRANT OF FRANCHISE; LIMITS OF FRANCHISE; TERM; FRANCHISE CONSIDERATION; ASSIGNMENT; BANKRUPTCY OR INSOLVENCY; DEFAULT; RATE CHANGES; RIGHTS OF FIRST REFUSAL; RESTORATION; COMPLIANCE WITH LAWS; LIABILITY INSURANCE, HOLD HARMLESS, WORKERS COMPENSATION; PERFORMANCE BOND; RIGHT TO REQUIRE PERFORMANCE; DISPUTE RESOLUTION; OPERATIONS DURING DISPUTE; STANDARD OF PERFORMANCE; CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL; RECYCLING PROGRAM; COLLECTION SERVICES AND OPERATIONS; OFFICE AND COLLECTION HOURS; COLLECTION EQUIPMENT; DISPOSAL ROUTES AND SCHEDULES; GRANTEE PERSONNEL; SPILLAGE AND LITTER; STORMS AND OTHER EMERGENCIES; NONDISCRIMINATION PROVISION; RATES AND CHARGES; RATE CHANGES; DELINQUENT ACCOUNTS; ACCOUNTING, RIGHT TO AUDIT; COMPLAINTS; CHARGES FOR FAILURE OF PERFORMANCE; VENUE; SOVEREIGN IMMUNITY; CONFLICTING ORDINANCES AND RESOLUTIONS; SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin finds it in the public interest to ensure that all areas within its limits are adequately provided with high quality collection and disposal services; and

WHEREAS, the City of Destin finds it in the public interest to retain regulatory authority over refuse collection and disposal, to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provisions of this service; and

WHEREAS, the City of Destin finds it in the public interest to retain control over the use of public rights-of-way by refuse collectors to ensure against interference with the public convenience, to promote aesthetic considerations, and to protect the public investments in right-of- way property; and

WHEREAS, the City of Destin finds it in the public interest to attract high quality refuse collectors and that this can be accomplished by protecting capital investments of refuse collectors; and

WHEREAS, the City of Destin finds it in the public interest to ensure that high quality refuse collection and disposal service is maintained through a responsive complaint handling procedure; and

WHEREAS, the City of Destin finds that the granting of an exclusive franchise is the best means of assuring that the above described interests of the City of Destin are promoted; and

WHEREAS, Waste Management Inc. of Florida ("Waste Management") was first granted an exclusive franchise to service the City of Destin and its citizens' solid waste disposal needs on October 1, 2011, after a competitive bidding process; and

WHEREAS, Waste Management was again awarded an exclusive franchise to service the City of Destin and its citizens' solid waste disposal needs on October 1, 2017, after a competitive bidding process; and

WHEREAS, on October 13, 2021, Waste Management provided written notice to the City of Destin that it desired to negotiate a new franchise agreement due to the current franchise agreement's impending end of term on October 1, 2022; and

WHEREAS, Waste Management has provided a positive impact on the City of Destin and the health, safety, and welfare of its citizens by enhancing the beauty and quality of the environment, preventing the spread of disease, and the creation of nuisances through reliable and dependent services from a single unified source; and

WHEREAS, the City Council considered issuing a Request for Proposals and otherwise competitively bidding the provision of solid waste services to the general market; and

WHEREAS, likely due to unique circumstances stemming from COVID-19 and its cascading negative impacts on the world and specifically the economy, and based upon review of competitive bidding of solid waste disposal services by similarly situated local governments, it is most cost effective to the City of Destin to negotiate an extension of the solid waste disposal franchise with Waste Management as opposed to issuing a Request for Proposals or otherwise competitively bidding the solid waste disposal franchise; and

WHEREAS, overall, the rates described in this Ordinance are more advantageous for the City of Destin and its citizens when compared with similarly situated local governments; and

WHEREAS, this Ordinance is adopted pursuant to the authority of Section 166.021 and Chapter 403, Part IV, Florida Statutes; and

WHEREAS, this Ordinance has superseded Ordinance 11-25-CN, Ordinance 16-16-CN, ~~and~~ Ordinance 11-04-CN, and Ordinance 17-18-CN pursuant to the authority of Section 166.021 and Chapter 403, Part IV, Florida Statutes.

SECTION 1. DEFINITIONS.

"Bulky Waste" shall mean large items of solid waste such as, mattresses, and other oversize wastes whose large size precludes or complicates their handling by normal solid waste collection, processing, or disposal methods.

"Cart" shall mean a roll out cart receptacle with two wheels and a properly designed axle and fittings, and a top lid that is to remain closed except when loading refuse, with a body consisting of approximately ninety (90) to ninety-six (96) gallons in capacity, constructed of heavy duty plastic and having the strength to store normal household garbage and refuse and equipped with proper attachments for hydraulic loading into the Contractor's collection vehicle by the hydraulic lifts affixed to such vehicle body.

"Commercial container" shall mean any portable, nonabsorbent, enclosed container with a close fitting cover, or doors, approved by the Grantor, which is used to store large volumes of refuse. A commercial container must be capable of being serviced by mechanical equipment.

"Commercial establishment" shall mean any public or private place, building or enterprise devoted in whole or in part to business purposes, whether for profit or not-for-profit; except where such place,

building or enterprise constitutes a single-family residence or multiple dwelling of four (4) units or less. A multiple dwelling of five (5) units or more shall be considered a commercial establishment unless there is no homeowners' association for such structure or if there is insufficient room for a commercial container. Duplexes, triplexes and condominiums/ townhouses with four units or less where the individual units are privately owned and used for commercial purpose are not commercial establishments within this definition unless commercial containers are used.

"Commercial rubbish and trash" shall mean combustibles such as paper, wood and yard trimmings, and noncombustibles such as metal, plastic, glass, stone and dirt.

"Commercial solid waste" shall mean garbage, rubbish and trash, resulting from the normal activities of establishments utilizing containers of one (1) cubic yard capacity or more. *"CPI"* as used herein shall be the revised Consumer Price Index for all Urban Consumers South Urban for all items, not seasonally adjusted, published by the Bureau of Labor Statistics, U.S. Department of Labor, 1984-82 = 100. In the event the U.S. Department of Labor Statistics ceases to publish the CPI, the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available.

"Curb Service" shall mean a single collection point within five (5) feet of the edge of the road.

"Customer" shall mean individual or business (residential or commercial) receiving collection services.

"Construction Debris" shall mean waste building materials resulting from construction, remodeling, repair or demolition operations.

"Disaster debris" shall mean any rubbish or remnants, both combustible and noncombustible, resulting from storms or any emergency condition, requiring special handling and/ or equipment for bulk removal of both natural and man-made material.

"Duplex Residence" shall mean and include an attached two family structure designed or intended for occupancy by two (2) families.

"Garbage" shall mean every accumulation of waste (animal, vegetable and/ or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers); and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents.

"Garbage Cart" shall mean the plastic receptacle furnished by the Grantee with capacities of 96 gallons. Smaller carts of 64 gallons will be made available to special needs customers (elderly or handicapped) upon request with the Grantor's approval.

"Grantee" shall mean Waste Management Inc. of Florida, who is granted this exclusive franchise and hereby undertakes to perform each and every obligation assigned herein and hereby agreed to.

"Grantor" shall mean the City of Destin, Florida.

"Gross Quarterly Dollar Customer Billings" shall mean the total quarterly invoice amount billed to Destin residents for collection and disposal of all residential trash, garbage, and other refuse within the city limits, including landfill tipping and/ or transfer station fees.

"Gross Revenue " shall mean and include any and all fees received by Grantee which were generated within the service area pursuant to this franchise with the exception of those fees associated with storms and other emergencies as defined in Section 27.

"Handicapped Service" shall be household garbage and recycling service at the rear or side of a residence for handicapped persons approved by Grantor for special service.

"Hazardous Waste" shall mean waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law. For purposes of this franchise, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans, and any items containing chlorofluorocarbons.

"Horticultural Trash" shall mean shrubbery cuttings, or clippings, palm fronds, small tree branches (not to exceed six (6') feet in length and four (4) in diameter), bushes or shrubs, or other organic matter generated as refuse in the care of lawns, gardens, hedges, bushes and trees. Large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in "load packer" type sanitation equipment used for regular collections from domestic households, and stumps and tree trunks in excess of four (4) inches in diameter are not included in this definition.

"Multifamily Residences " shall mean multiple dwelling units of five (5) units or more.

"Occupant " or *"Resident"* includes individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, and all other groups or combinations permitted under Florida law.

"Plastic liner" shall mean a plastic bag no larger than a thirty-five (35) gallon garbage can of sufficient strength to hold contents securely tied at top and not to exceed fifty (50) pounds when full.

"Recyclable Materials" shall mean newspaper, glass containers, aluminum and steel cans, plastics and such other materials identified by the Grantor during the term of this franchise.

"Recycling Containers" shall mean the receptacles purchased and distributed on behalf of the Grantor by the Grantee for the intended use as a receptacle of Recyclable Materials.

"Recycling Service Area" refers to the corporate limits of the City of Destin, Florida as hereafter amended through annexation.

"Roll-off Container" shall mean any container (open top or enclosed for compacting) used for the collection and storage of construction, demolition debris, or garbage rubbish that can be picked up and transported on a specially equipped truck to the disposal site.

"Rubbish" non-recyclable solid wastes or refuse, excluding garbage consisting of both combustible and noncombustible trash.

"Senior Program" – City residents, where there are no more than two persons residing in the dwelling and at least one of those two is age 65 or over by October 1st of the current year who, upon application to the Grantee, are determined Grantee, using guidelines established by the City to be eligible for this Senior Program, will receive discounted rates and reduced level of service.

"Single Family Residence" shall mean and include a detached single family structure designed for

occupancy by one person or by one family. Each mobile home, trailer, townhouse or condominium (if located in a building with four (4) or less connected units) shall be deemed a "residence" and each such townhouse/ condominium unit shall be deemed a single family structure unless the townhouse/ condominium building uses commercial containers. Each unit of a residential duplex or triplex shall be deemed a "residence" unless the duplex or triplex uses commercial containers.

"Solid Waste" shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as defined in s. 403.703(7), Florida Statutes, are not solid waste.

"Special material" shall mean bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle. Wastes such as major appliances, furniture, building materials, tree limbs, noncontainerized trash piles and any unusually large amount of refuse not suitable for containerization will be picked up as a special service of the Grantee and billed separately to the customer on the basis of labor, truck costs and dumping charges. All fees received by the Grantee for the collection of special material on a special service basis are subject to the City's franchise fee.

SECTION 2. GRANT OF FRANCHISE.

Grantee is hereby granted an exclusive mandatory residential and commercial franchise, including every right and privilege appertaining thereto, to operate and maintain a residential recycling and residential and commercial trash, garbage and refuse collection and removal service in, upon, over and across the present and future streets, alleys, bridges, easements and other public places within the limits of this franchise for the purpose of collecting and disposing of all residential recyclables, residential and commercial trash, garbage and other refuse generated by the citizens, residents and inhabitants of the City of Destin, Florida. Grantee is also hereby granted title to all such residential recyclables, residential and commercial trash, garbage and refuse generated within said boundaries, to the extent that the Grantor can establish its legal right to make such grant of title.

SECTION 3. LIMITS OF FRANCHISE.

This franchise covers the corporate limits of the City of Destin, Florida, as those corporate limits may change from time to time. Grantee agrees that the limits of the franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Grantee has no vested right in a specific area.

SECTION 4. TERM.

A. The franchise shall be granted from the date of this franchise for a period of five (5) years beginning on October 1, 2022 unless sooner terminated by reason of breach of the terms hereof by the Grantee which result in the failure of the Grantee to provide effective and efficient service.

B. This franchise may be automatically renewed under the same terms, conditions and limitations as contained herein, unless Grantor or Grantee shall give notice to the other of an intent to cancel or renegotiate, which notice shall be in writing, delivered by United States Mail, return- receipt requested and posted no sooner than twelve (12) months, and no later than nine (9) months before the initial termination date of this franchise. Said notice may also be delivered by hand within the above time frame,

and if so delivered, a receipt thereof signed by an authorized agent of the Grantor or of the Grantee as applicable, shall be evidence of delivery.

SECTION 5. FRANCHISE CONSIDERATION.

Grantee shall pay to the Grantor a franchise fee equal to the sum of three (3%) percent of the gross quarterly dollar commercial establishment customer billings. Payment to the Grantor shall be made four (4) times per year, in March, June, September and December, within ten (10) days of each quarter and without demand by Grantor. A late fee of 20% of the total quarterly payment shall be assessed by the Grantor on all late payments. It is further understood and agreed that the franchise fee paid pursuant to this franchise shall not be added on as a separate item on the occupant's or resident's garbage collection bills, but rather shall be considered as an operational expense. Residential customers billed by the Grantor will pay a three percent (3%) franchise fee as part of their billing.

The franchise fee may be changed by the City with approval of the City Council once a contract year (Oct. 1 – Sept. 30), upon adoption of an ordinance and after two readings at duly noticed public hearings. Any changes to the franchise fee will become effective on October 1 following adoption and passage of the ordinance. The Grantor shall provide notice of the change to the Grantee at least ninety (90) days prior to the next billing period.

SECTION 6. ASSIGNMENT.

A. The franchise rights herein granted to the Grantee shall not be assigned by Grantee except with the express approval of the Grantor, which shall be reflected by a resolution of Grantor adopted by its governing body. In the event of such an assignment, Grantee shall cause its assigns to execute an Agreement of Acceptance, subject to the approval of the Grantor, evidencing that such assignee accepts the assignment subject to any and all terms, conditions and limitations imposed hereby and which acceptance shall include an affirmative statement evidencing such Assignee's intent to fulfill the obligations imposed by Grantor in contemplation hereof. Notwithstanding the Grantor's approval of such an assignment and assignee's acceptance, Grantee shall guarantee the performance of its assignee and such assignment shall always be with full recourse to Grantee.

B. A transfer of more than fifty-one percent (51%) of the issued outstanding stock of Grantee shall constitute an assignment for the purpose of this section. Likewise, any transfer of the voting rights attendant to fifty-one percent (51%) or more of the issued or outstanding stock of Grantee shall constitute an assignment for the purposes hereof.

SECTION 7. BANKRUPTCY OR INSOLVENCY.

If the Grantee files a petition for the appointment of a receiver or a petition of voluntary or involuntary bankruptcy, this franchise is automatically terminated as of the date of the filing of such petitions.

SECTION 8. DEFAULT.

A. Failure on the part of the Grantee to comply in any material respect with any of the provisions of this ordinance shall be grounds for a forfeiture of this franchise, but no such forfeiture shall take effect until Grantor has served upon the Grantee written notice of default setting forth the nature and extent thereof. Following receipt of the notice of default, Grantee shall have 24 hours to collect any garbage or trash that was not collected at the regularly scheduled pick up time and shall have fourteen (14) days to correct, or to notify the City of the means, subject to City approval, by which the Grantee intends to correct, other identified defaults. If Grantee disagrees with the reasonableness or propriety of Grantor's notice of default, Grantee may protest such default by filing with the City Clerk a written protest within 2 hours of receipt of Grantor's notice regarding a missed trash/ garbage pickup and within five (5) days of receipt of Grantor's notice for other identified defaults.

B. If the Grantor and Grantee cannot agree as to the reasonableness or propriety of the Grantor's notice of default, then the issue shall be resolved by a court of appropriate jurisdiction located in Okaloosa County, Florida, which shall be the exclusive venue for such a dispute.

SECTION 9. RIGHTS OF FIRST REFUSAL.

In the event Grantee shall at any time during the term of this Ordinance desire to sell the disposal service then existing and shall have received a bona fide offer from any other person, firm, corporation or from any other municipal corporation or county, authority or political subdivision of the State of Florida satisfactory to Grantee to purchase the same, the Grantee shall within ten (10) days after receipt of such bona fide offer advise the Grantor in writing of the purchase price and other terms and conditions of such offer, and the Grantor for a term of thirty (30) days after giving of such notice shall have the option to purchase the disposal service from Grantee upon the terms and conditions as set forth in said offer. In the event the Grantor shall fail or refuse to exercise the right and option granted to it by this section within the time limit set forth above, Grantee shall have the right to sell the disposal service to the prospective purchaser thereof, subject to the terms of Section 6 of this franchise.

SECTION 10. RESTORATION.

The Grantee agrees to repair all property, public or private, altered or damaged by it, its agents or employees in the performance of its duties herein in as good or better condition as it was before being damaged or altered. The Grantor and Grantee shall meet at least quarterly to review damage to public streets and rights-of-way to assess costs and scheduling of repairs.

SECTION 11. COMPLIANCE WITH LAWS.

Grantee shall conduct operations under this franchise in compliance with all applicable laws. Grantee specifically agrees to be solely responsible for the enforcement, administration and compliance with all applicable provisions of Chapter 403, Part IV, Florida Statutes, and future amendments thereto. Furthermore, Grantee shall be responsible for the necessary promotion and educational activities required to familiarize the general public with the recycling mandates.

SECTION 12. LIABILITY INSURANCE; HOLD HARMLESS; WORKERS COMPENSATION.

Grantee shall carry public liability insurance to the extent of Five Million (\$5,000,000) Dollars for the death of or injury to more than one person or property damage insurance to the extent of One Million (\$1,000,000) Dollars, upon each of the trucks or other vehicles used in carrying out the work called for in this franchise, such insurance expressly to cover both the Grantor and the Grantee. A certificate showing

that the Grantee has in force and effect the aforesaid insurance shall be filed with the Grantor within ten (10) days from the execution of the franchise, and yearly thereafter at least thirty (30) days prior to the date of the expiration of said policies or insurance for each year of said franchise. The aforesaid insurance shall be of such form and written by such companies as are approved by the Grantor and also shall contain an advance of the cancellation of the insurance. Said policies of insurance shall name Grantor as additional insured.

The Grantee will defend, indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from or based on (i) violation of applicable laws, ordinances, rules or regulations by the Grantee, its agents or employees; (ii) injury to persons or damage to property arising out of the Grantee's or its agents' and/ or employees' intentional, willful or negligent acts or omissions in the performance of this Franchise Agreement or for injury or damage caused outside the scope of this Franchise Agreement but for which Grantee, its officers, agents, servants, or employees are responsible.

Grantee shall carry Workers Compensation insurance on all its employees and show proof of insurance and payment of premiums thereon to the Grantor, as requested. All such Workers Compensation policies shall provide for notice by the insurer to the Grantor at least sixty (60) days prior to any termination, revocation or modification thereof.

SECTION 13. PERFORMANCE BOND.

Grantee shall furnish to the Grantor a performance bond, in a form approved by the Grantor, for the faithful performance of this franchise and all of the obligations arising hereunder in the amount of One Million(\$1,000,000.00) Dollars. Said bond shall be executed by a surety company approved by Grantor and licensed to do business in Florida.

SECTION 14. RIGHT TO REQUIRE PERFORMANCE.

The failure of the Grantor at any time to require performance by the Grantee of any provision of this franchise shall not affect the right of the Grantor to enforce same; nor shall waiver by the Grantor of any breach of any provision in this franchise be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. The Grantor, in accord with the provisions of Section 8, shall have the right to terminate this franchise if Grantee fails to timely correct violations of this agreement as provided in Section 8.

SECTION 15. DISPUTE RESOLUTION.

If any controversy shall arise between the parties either party may pursue all available legal remedies in the appropriate Okaloosa County, Florida court, which shall be the exclusive venue for any dispute.

SECTION 16. OPERATIONS DURING DISPUTE.

A. In the event that a dispute arises between the Grantor and the Grantee, or any other interested party in any way relating to the terms and conditions, performance or compensation required under this franchise, the Grantee shall continue to render service in full compliance with all terms and conditions of this franchise regardless of the nature of the dispute.

B. Grantee expressly recognizes the paramount right and duty of Grantor to provide adequate waste collection and disposal service as necessary governmental functions, and further agrees, in consideration for the execution of this franchise, that in the event of a dispute, said Grantee will neither stop service nor seek injunctive relief in any court, but will either negotiate for an adjustment in the matter in dispute or present the matter to a court of competent jurisdiction located in Okaloosa County, Florida in an appropriate suit instituted by Grantee.

C. If the term of this franchise is not renewed, Grantee shall continue to provide service for at least ninety (90) days following expiration or until a substitute Grantee is in place, whichever comes first, but shall not continue service past 120 days.

SECTION 17. STANDARD OF PERFORMANCE.

A. If the Grantee fails to collect the materials herein specified for a period in excess of three (3) consecutive scheduled working days or fails to operate the system in a satisfactory manner for a similar period, the Grantor may proceed as follows (provided such failure is not due to war, insurrection, riot, act of God, or other causes beyond the reasonable control of Grantee):

1. At its option, after written notice to the Grantee, take over and operate any or all of the Grantee's equipment used in the performance of this franchise until such time as the Grantee is again able to carry out its operation satisfactorily, as determined solely by the Grantor. Any and all operating expenses incurred by the Grantor in so doing may be charged to the Grantee.

2. Enter into contract(s) or agreement(s) with another qualified firm(s) to provide solid waste collection and disposal until such time as the Grantee is again able to satisfactorily fulfill its responsibilities under this franchise as determined solely by the Grantor.

B. During such period, the liability of the Grantor to the Grantee for loss or damage to the equipment used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability. The liability of the Grantee to third parties shall continue and all claims or demands arising out of the operation of the collection service shall be directed solely to the Grantee and Grantor shall be treated as an agent of the Grantee for purposes of determining liability.

SECTION 18. CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL.

A. Grantee shall be required to provide recycling to all residential customers. Grantee shall not be required to provide multifamily residences or commercial customers with recycling.

B. Grantee shall collect all residential recycling materials in the corporate limits of the City, transport and provide for recovery of said residential recyclable materials at a designated recovery facility. The Grantee shall perform such services as are required to provide a complete residential recyclable materials program.

C. Collection of recyclable materials shall be at curbside or other such locations as will

provide ready accessibility to the Grantee's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Grantor shall designate the location. Handicapped residents shall be accommodated at no additional fee.

D. The Grantee shall pick up all recyclable materials which have been properly prepared for collection and placed in recycling carts and placed at the curbside from all single family residences. The Grantee shall distribute one (1) 96-gallon cart to hold recyclable materials to be collected to each single family residence within the service area. The cart shall be replaced by the Grantee as required. The Grantee shall maintain an adequate supply of carts at all times. Grantee shall retain ownership of the carts. Residents may retain 18 gallon bins previously distributed, place them by or in the recycling cart for removal. Information and instructions about the recycling program will be provided with the recycling cart.

E. All refuse and recyclable materials hauled by the Grantee shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

F. The Grantee shall make collections with as little noise and disturbance to the residents as possible and in conformance with the City's Noise Ordinance. Grantee shall handle recycling carts with reasonable care and return them to the approximate curbside location from which they were collected. Any recyclable materials spilled by the Grantee shall be picked up immediately. Recycling carts shall be thoroughly emptied and left at the point of collection. Grantee shall develop a procedure for handling placement of incorrect material in the recycling carts by residents, preferably a notice reminding the resident of acceptable materials.

G. Grantee shall collect recyclable materials within the service area one (1) time per week. The day of collection shall be the same day as one of the regular collection days for solid waste preferably the first collection of the week. However, pickups normally scheduled on a holiday shall be rescheduled for the next regularly scheduled pickup day.

H. Grantee will provide at no additional cost to Grantor an eight (8) yard recycling container at the Public Services Facility for use by residents and visitors.

I. Grantee will provide at no additional cost an eight (8) yard recycling container at the Norriego Point parking lot for use by residents and visitors.

J. Grantee will provide at no additional cost to Grantor up to three (3) additional eight (8) yard recycling containers for use by residents and visitors at Grantor's requested location.

SECTION 19. RECYCLING PROGRAM.

A. The Grantee shall be responsible for maintaining the information and records adequate to determine participation rates and weekly setout rates by volume of solid waste diverted from landfill by percent, weight of items recycled, neighborhoods above or below average participation. . The Grantee shall furnish quarterly diversion report to the City. Reports shall be on forms and in a format required by the Grantor.

B. Grantee agrees to meet on a semiannual basis with the Grantor's Environmental/ Tree Committee or, if such a committee is not standing, then the City's Parks and Recreation Committee to discuss ways to increase recycling throughout the City, at a time mutually agreed to by both parties to this agreement.

SECTION 20. COLLECTION SERVICES AND OPERATIONS.

A. Residential

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up from the curbside adjacent to each residence all garbage, rubbish, and residential wastes (household garbage) two (2) times a week from Carts provided by Grantee; collection of horticultural trash and bulky waste shall be one (1) time per week on days agreed upon by the Grantee and Grantor. Instructions regarding regular solid waste collection, Bulky Waste collection and Horticultural Waste collection shall be provided by Grantee on the 96 gallon Cart provided to residents. However, pickups normally scheduled to be made on a holiday shall be rescheduled for the next regularly scheduled pickup day. Grantee agrees to collect additional Rubbish outside of the Cart only on the next service day after Christmas generated by Holiday festivities. Such additional Rubbish shall be bagged, bundled or contained, to avoid scattering and each bag, bundle or container shall weigh less than fifty pounds. Grantee, at his sole expense, shall notify residences served of the holiday observed and regular pickup schedules at least five (5) days in advance by publication or other means approved by Grantor.

(a) Holidays: The following holidays may be observed by Grantee for purposes of this franchise: New Year's Day, Thanksgiving Day and Christmas Day.

(b) Schedule: Regularly scheduled pick up days for household garbage shall be Tuesday and Friday; Tuesday will be the day for recycling and Wednesday and/or Friday will be the day for horticultural trash collection. However, all schedules and routes are subject to being rescheduled as mutually agreed to by the Grantor and Grantee. The Grantor, at the request of the Grantee or on its own, may extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.

2. Quantity: Grantee shall be required to pick up all garbage and rubbish generated at residential premises, provided same is placed in the garbage cart. Grantee shall also be required to furnish an additional cart when requested and paid for by residents at an additional fee of \$____ See Exhibit A____per month billed annually at \$____ See Exhibit A____ and adjusted annually to reflect the change in the WST CPI from the prior twelve month period ending in June.

3. Collections. All collections shall normally be made in residential areas no earlier than 6:00 a.m. and no later than 6:00 p.m., with no service on Sunday and select holidays, except in declared emergencies. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the City's Noise Ordinance. Garbage carts shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found at the curbside. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee. Missed pickups and minor issues shall be resolved within 24 hours. All other problems must be resolved or a cure initiated within seven (7) days.

4. Bulky Waste Collection: Grantee shall collect bulky waste placed at the curbside for collection once a week on a day agreed upon by Grantee and Grantor. Bulky Waste shall include up to six (6) cubic yards of material. Grantee shall provide additional Bulky Waste collection to residential customers at a rate agreed to between Grantee and resident. The resident shall be responsible for payment for these additional services.

5. Special services: Services such as back door collection, below ground collection, removal of any refuse other than garbage or rubbish as defined herein or additional pickups shall be provided on a separate fee basis upon terms agreed to by the Grantee and the customer. Grantee shall provide the requested special services within two (2) business days after reaching agreement with customer as to the rate for such services. Requests for pickups of special materials as defined herein shall be considered as requests for special pickup services. Charges for special services shall not be unreasonable or excessive. Household garbage services shall be provided at the rear or side residence for handicapped persons approved by the Grantor at no extra charge. Smaller sixty-four (64) gallon carts will be made available to special needs customers (handicapped or elderly) upon request by Grantor.

6. Exempt customers: Residents or occupants who, upon application to the Grantor pursuant to Section 12-86, Destin City Code, are determined by the City Manager to be unable to pay the collection and disposal fee due to hardship or inability shall be exempt from the payment of collection fees. Any customer desiring to be considered for exempt status needs to apply by April 15th of each year.

7. Public Right of Way Collection: Grantee shall collect at no additional charge to Grantor, illegally dumped materials such as Horticultural trash, furniture and Bulky Waste disposed of in the City right of ways; provided such collections do not require the use of a special truck not normally used in Grantee's collection of waste pursuant to this Agreement.

8. Senior Program: City residents, where there are no more than two persons residing in the dwelling and at least one of those two is age 65 or over by October 1st of the current year who, upon application to the Grantee, and using guidelines established by the City to be eligible for a senior program, will receive discounted rates as determined in Section 29 (A). 1. The City of Destin may enforce other restrictions/ criteria to be eligible for this discount. The level of service for the senior program for collection of garbage will be once a week and picked up on the first day of weekly collection service for the route which services their address. All other services (recycling and horticultural waste) will be the same as other residential customers.

9. Waste Receptacles:

- (a) Garbage: Garbage shall be placed for collection separately from rubbish and shall be placed in the garbage carts furnished by the Grantee with capacities of 96 gallons. Smaller carts of 64 gallons will be made available to special needs customers (elderly or handicapped) upon request with the Grantor's approval.
- (b) Horticultural trash: Horticultural trash must be canned, bagged and/ or stacked and shall not weigh more than fifty (50) pounds per container or stack, and shall not be in excess of six (6) feet in length or four (4) inches in diameter. Total volume per each horticultural debris service day pickup shall not exceed two (2) cubic yards (approximately the amount which can be placed in the bed of a standard pickup truck). Grantee will not remove stumps or tree trunks in excess of four (4) inches, in diameter.

10. Hazardous materials: Grantee shall not be required to collect hazardous materials.

11. Location of residential waste for collection: Persons in occupancy of each residential establishment shall place their garbage carts at the curb no sooner than 12:00 p.m. the day before

a scheduled pick-up and shall remove the garbage carts by midnight of the day of the pick-up, unless: the occupant or resident has been approved for back door or side door pickup or the occupant or resident has negotiated a special service collection at another location.

10. Customer restrictions: Grantee shall not be required to collect residential waste when such waste is not generated on the residence served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

B. Commercial

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up all garbage, rubbish, and wastes. However, pickups normally scheduled to be made on a holiday shall be rescheduled for the day before or the day after the holiday or with the approval by the commercial establishment any other day within a five-day window of the holiday.

(a) Holidays: The following holidays may be observed by Grantee for purposes of this franchise: New Year's Day, Thanksgiving Day and Christmas Day.

(b) Schedule: Commercial collection shall be on days agreed to by the Grantee and commercial establishment. The Grantor, or its designee, is authorized to extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.

2. Quantity: Grantee shall be required to pick up all garbage and rubbish generated by a commercial establishment, provided same is placed in a waste receptacle. The City Manager or his/her designee may require the commercial establishment to increase their level of service to accommodate the waste generated at the commercial establishment. Collections: All collections shall normally be made at commercial establishments no earlier than 6:00 a.m. and no later than 6:00 p.m. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the City's Noise Ordinance. Waste receptacles shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee.

3. Special services: For items requiring roll-off service or any special handling, removal of any refuse other than garbage or rubbish as defined herein or additional pickups, all charges are to be negotiated between the Grantee and the customer. Requests for pickups of special materials as defined herein shall be considered as requests for special pickup services. Charges for special services shall not be unreasonable or excessive and shall be subject to the City's franchise fee.

4. Waste receptacles:

(a) Garbage and rubbish: Garbage and rubbish shall be placed for collection within a commercial container.

(b) Hazardous and biohazardous materials: Grantee shall not be required to collect hazardous or biohazardous materials.

(c) Location of commercial waste for collection: All commercial establishments receiving service pursuant to this franchise shall keep waste receptacles, disposal containers and other such items at location(s) approved by the City.

5. Customer restrictions: Grantee shall not be required to collect commercial waste receptacles containing garbage or refuse when such waste is not generated in the commercial establishment served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

6. Removal of improper receptacles: Any container used for the collection and storage of commercial waste which fails to meet the standards prescribed by the Grantor shall be clearly marked, specifying the manner in which the container fails to meet the requirements. Such marked, nonconforming containers shall be removed from service by the Grantee.

SECTION 21. OFFICE AND COLLECTION HOURS.

A. The Grantee's office shall remain open Monday through Friday from 8:00 a.m. to 5:00 p.m. to handle complaints from residential customers; and for that purpose, there shall be maintained an adequate number of telephones and a responsible person in charge during the hours specified above. Commercial customers shall be provided a local or toll free number which shall be available from 7:00 a.m. to 5:00 p.m. Monday through Friday and on Saturdays from 8:00 a.m. to 4:00 p.m. These requirements do not apply on the legal holidays identified in Section 20.

B. Collections shall normally be made at commercial establishments no earlier than 6:00 a.m. and no later than 6:00 p.m. If the Grantee has an equipment breakdown, it shall be relieved from completing collection by 6:00 p.m. but not later than 10:00 p.m. for the route being served by such equipment experiencing operating difficulties, provided that such route shall be fully collected that day by the Grantee with substitute equipment.

C. An exception to the normal pickup times is granted to commercial establishments located south of Harbor Blvd, to include McGuire's Irish Pub, due to high traffic volume and limited parking. The pickup times at these locations are 4:30 a.m. to 7:00 p.m. At the request of the Grantee or the City Manager or his designee, Section 21. C. may be modified due to the proximity of residential units, new commercial establishments and other concerns. The approval of such requests will not be unreasonably delayed or withheld.

SECTION 22. COLLECTION EQUIPMENT.

The Grantee shall have on hand at all times sufficient equipment in good working order and of the minimum weight necessary to permit Grantee to perform its duties hereunder fully, adequately and efficiently. Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment shall be kept clean, sanitary, neat in appearance, and in good repair at all times and shall be equipped with back-up warning lights and alarm. The Grantee shall at all times have available reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment normally used by the Grantee to perform its duties hereunder.

SECTION 23. DISPOSAL.

All garbage and solid waste shall be hauled to sites or facilities selected by Grantee and legally empowered to accept it for treatment or disposal.

SECTION 24. ROUTES AND SCHEDULES.

The Grantee shall periodically provide the Grantor with schedules of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, Grantee shall notify each customer affected by either direct mail or door hangers which the Grantor shall approve for such purpose. Grantee shall also notify customers by placing an advertisement prominently displayed in a local newspaper on at least two (2) occasions, the latter being at least one (1) week prior to the change. All such changes in routes or schedules will also be immediately communicated to Grantor at the time determined by the Grantee. Grantee shall assist Grantor in conveying these changes through all other reasonable means, including through Grantor's website and social media accounts.

SECTION 25. GRANTEE PERSONNEL.

Grantee shall assign a qualified person to be in charge of operations under this franchise and shall give the name and qualifications of said person to the Grantor. Grantor requires that Grantee's collection employees wear clean uniforms bearing Grantee's company name. Each person employed to operate a vehicle shall at all times carry a valid CDL driver's license for the type of vehicle being driven. Grantor may request the dismissal of any employee of Grantee who violates any provisions of this subsection or who is found to have been wanton, negligent or discourteous in the performance of his or her duties. Grantee shall provide operating and safety training for all personnel. Wages of all employees of Grantee shall be equal to or exceed the minimum hourly wages for such employees established by local, state or federal law. Grantee utilizes and will continue utilizing Florida's E-Verify program as required by section 448.095, Florida Statutes, as it may be amended from time to time.

SECTION 26. SPILLAGE AND LITTER.

The Grantee shall not litter premises in the process of making collections, but shall not be required to collect any waste material that has not been placed in supplied or approved containers or in a manner herein provided. During hauling, all solid waste or liquids shall be contained, tied or enclosed so that leaking, spilling or blowing are prevented. In the event of spillage by the Grantee, the Grantee shall promptly clean up the litter.

SECTION 27. STORMS AND OTHER EMERGENCIES.

In the case of a storm or disruption caused by other severe emergencies (e.g., war, insurrection, riot, or act of God) not caused by the Grantee, Grantor may allow Grantee a reasonable variance from regular schedules. As soon as practicable after such storm or other emergency, Grantee shall inform the Grantor of the estimated time required before regular schedules and routes can be resumed and, upon request of Grantor, Grantee shall provide notice to residential premises and commercial establishments in the service area.

The Grantee shall not be responsible for nor have an obligation to collect, transport or dispose of debris or other waste material from a hurricane, severe storm or other natural or man-made disaster (including increased horticultural trash and bulky waste) unless the Grantor enters into a written agreement with Grantee specifying the terms and compensation for such services.

Further, the parties shall track on a quarterly basis the volume of waste Grantee collects under normal, non-disaster event influenced conditions. Should waste volume collected by the Grantee in a quarter be greater by fifteen percent (15%) than such volume collected by Grantee in the same quarter of the previous year, and the increase in volume is attributable to a recent disaster event, Grantee shall be entitled to additional compensation for the collection of waste in excess of normal volumes for the same period. Such compensation shall be calculated at the average rate charged to the City of Destin by its storm debris collection contractors.

SECTION 28. NONDISCRIMINATION PROVISION.

The Grantee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, handicap, disability or national origin. Said nondiscrimination policy shall apply to employment practices of the Grantee and the provision of services. The Grantee agrees that on written request it will permit reasonable access by Grantor to its records of employment, employment advertisements, application forms, and other pertinent data and records for purposes of investigation to ascertain compliance with the nondiscrimination provisions of this franchise, provided, however, that Grantee shall not be required to produce for inspection any records covering any period of time more than two (2) years prior to the date of the franchise.

SECTION 29. RATES AND CHARGES.

A Rates:

1. The initial rates for recycling and the automated collection of garbage, Horticultural Trash, and Bulky Waste under this franchise, the initial residential rate shall be according to Exhibit "A" which is attached hereto and incorporated herein annually (\$____See Exhibit A____ per month). Additional carts if requested will be \$ ____See Exhibit A____ annually (\$____See Exhibit A____ per month). For City residents who elect and are approved to take advantage of the Senior Program as defined in Section 20, the initial rate will be \$____See Exhibit A____ annually (\$ See Exhibit A per month).] All such rates shall be adjusted in accordance to Section 30.

For garbage, yard waste for the initial term of this franchise, the monthly rate for commercial establishments shall be as stated on Exhibit A.

B. Grantee shall be solely responsible for the billing and collection of receivables from residential cart customers on an annual or quarterly basis. The following steps will be followed with respect to accounts in arrears:

- 30 plus days – customers will receive notice of overdue account and a call from Grantee's collection department. The property owner will receive the same notifications from Grantee.
- 45 days – customer's service will be suspended pending payment in full. Customer and property owner will receive a call from Grantee's collection department. A reactivation fee of \$25 per residential unit will be assessed. All calls will be documented in Grantee's database.
- 92 days – the Cart will be retrieved by Grantee and the account will be cancelled for non-payment. Grantor will be provided with a list of these customers weekly. A reactivation fee of \$25 will be assessed.

C. Grantee shall be solely responsible for the billing and collection of receivables from commercial customers on a monthly basis, respectively. Customers may include either the property owner or tenant/ occupant of each commercial establishment generating solid waste.

D. For items requiring roll-off service or any other special handling not otherwise delineated in this franchise, the charges are to be negotiated between the Grantee and the customer. If agreement cannot be reached, the matter shall be submitted to the Grantor for final determination.

E. Grantee shall keep records of the volume of solid waste collected and charges therefore and the Grantor shall have the right to review any records which in any way pertain to solid waste payments.

F. The Grantee is to provide solid waste removal and recycling services to all of the City's facilities, including all City parks and the City's sports complexes at no charge. The Grantee will provide six (6) commercial containers each of a size to be specified by the City at no cost to the City for City sponsored events, including one community cleanup per year.

Grantee shall provide at no additional cost to the Grantor, one twenty (20) yard roll-off container at the Public Works Facility serviced twelve (12) times annually for disposal of street sweeping debris considered special waste. An additional thirty (30) yard roll-off container will be placed at the Public Works Facility and serviced twenty-four (24) times annually at no cost to the Grantor.

I. Should Grantor annex any property currently serviced by Grantee under Okaloosa County Solid Waste contract, the owners of the annexed property shall have the option to opt into this Agreement at the rate structures specified herein, or the owners of the annexed property may elect to continue with the rate structure provided in Grantee's agreement with Okaloosa County through the end of the term of Grantee's agreement with Okaloosa County.

J. Either party may request a joint house count annually.

SECTION 30. RATE CHANGES.

A. CPI and Fuel Adjustments

The initial rates contained herein shall be in place for the first twelve (12) months of this agreement. On October 1st of each subsequent anniversary date, the rates will be adjusted according to the changes in the Consumer Price Index (CPI) for the previous twelve (12) months ending on the preceding June. For purposes of this agreement, CPI shall mean the Consumer Price Index for Water, Sewer and Trash CPI, Not Seasonally Adjusted, All Areas (WST CPI) as published by the U.S. Department of Labor.

1. Should any new law, fee, surcharge, duty, tax, or other charges of any nature be imposed by the federal government, any agency thereof, the State of Florida, any agency thereof, or by any local government body or agency which is payable solely by reason of the nature of the operations conducted by Grantee and any other sales or services taxes of general application to the Grantee's operations, then the parties shall convene and negotiate in good faith an increase in Grantee's hauling rates.

2. In addition to the foregoing, Grantee may petition the Grantor for rate increases to cover unforeseen and unusual increases in the costs of operating under this Agreement. Grantee will be responsible for documenting the impact of such costs and any resulting increase in the rates and the Grantor shall reasonably and timely consider the request in good faith. The Grantor shall not unreasonably deny relief.

B. Change in Law:

The Grantee may petition the Grantor to adjust Grantee's rates based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in law or regulation ("Change in Law"). Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefor. The Grantor shall be entitled to audit the Grantee's financial and operational records directly related to the Grantee's request in order to verify the increase in costs and the reasons

therefor.

"Change in Law" means (i) the adoption, promulgation, or modification after the date of this Agreement of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Agreement, which in the case of either (i) or (ii) establishes requirements affecting the Grantee's operation under this Agreement more burdensome than the requirements that are applicable to Grantee and in effect as of the date of this Agreement. A change in any federal, state, county, or other tax law or workers' compensation law shall not be a Change of Law. However, in the event that a federal, state or local entity imposes a fee, tipping fee adjustment, charge or tax after the date of this Agreement that applies to Grantee's operations per se, such fee, charge or tax shall be treated as a Change in Law.

The Grantee's request must be made within one hundred twenty (120) days of the occurrence of such unusual change or cost, and shall contain reasonable proof and justification to support the need for the rate adjustment. The Grantor may request from the Grantee, and the Grantee shall provide, such further information within its possession as may be reasonably necessary in making its determination. The Grantor shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the Grantor. The Grantor shall make a reasonable determination based upon the documentation provided in reaching its decision and shall not unreasonably deny relief hereunder.

SECTION 31. DELINQUENT ACCOUNTS.

A. Commercial: When an account is delinquent by thirty (30) days Grantee shall provide the commercial establishment with the following written notices by United States Mail: 30 days, friendly reminder of delinquency; 40 days, notice of potential service interruption; 50 days, notice of service interruption; 60 days, final demand for payment; 65 days audit/final notification before cancellation; and 90 days cancellation and delivery to third party collection agency. At the time that the Grantee actually stops service, notification of that fact will be given to the Grantor.

B. Grantee shall make all reasonable efforts to work with commercial establishment customers regarding payment of their accounts prior to interrupting or canceling service, i.e., negotiate payment plans, resolve billing disputes, etc.

SECTION 32. ACCOUNTING; RIGHT TO AUDIT.

A. Grantee shall keep an accurate set of books and records reflecting gross revenues derived within the service area pursuant to this franchise. Said books and records shall reflect, in addition to information normally reflected pursuant to standard accounting procedures, and the requirements of Chapter 403, Florida Statutes, the name and service address of each residential and commercial establishment customer, dates of commencement and termination of service, the service charge and any change thereto, the billings, billing dates and receipt of revenues. Certified copies of the above shall be furnished to the Grantor upon request. These certified copies shall be provided in a reasonable amount of time not to exceed two weeks from the date of request.

B. Two (2) times per year the Grantor may audit the books and records of the Grantee in order to determine whether the franchise fees paid pursuant to Section 5 are those required thereby. Grantor's failure to exercise its right to audit at any time shall not constitute a waiver of such right, and notwithstanding such omission, the Grantor shall have such continuing right to audit until one year after the termination of this franchise. In the event that Grantor elects to exercise its right to audit, Grantor shall provide to Grantee written notice of such election at least forty-eight (48) hours in advance of the time of the audit. Grantor

shall have the right to select the auditors to make the audit and one (1) audit per year shall be at the Grantee's expense. In the event a second audit is performed at Grantor's request in any given year, the expense of that second audit shall be borne by the Grantor, except in cases of fraud, deceit or intentional misrepresentation of monies due to the Grantor, in which case the expenses of the audit shall be borne by the Grantee. Grantee shall make available to the auditor, at no charge, such personnel, financial and other records as the Grantor may in its reasonable discretion request in order to complete such audit.

SECTION 33. COMPLAINTS.

All complaints shall be resolved by Grantee within twenty-four (24) hours. Grantee shall, within forty-eight (48) hours of receipt, supply Grantor with copies of all complaints on a form approved by the Grantor and indicate the disposition of each. Each month such record shall be available for inspection by Grantor at all times during the business hours specified herein. The complaint record/ form shall indicate the day and hour on which the complaint was received and the day and hour on which the complaint was resolved. When a complaint is received on the day preceding a holiday or on a Sunday, it shall be serviced on the next working day. The Grantee shall establish procedures acceptable to the Grantor to ensure that all customers are notified of the complaint procedure.

SECTION 34. CHARGES FOR FAILURE OF PERFORMANCE.

A. Upon the recommendation of any Council member or City staff member, and reasonable notice to Grantee, administrative charges may be assessed against the Grantee by vote of the City Council if the Council determines that

1. Total residential complaints during any calendar month involve more than one (1%) percent of the total residential customers within the service area;
2. Total residential complaints during the Grantor's fiscal year exceed more than two (2%) percent to the total residential customers with the service area;
3. Total commercial complaints during any calendar month involve more than three (3%) percent of the total commercial customers within the service area;
4. Total commercial complaints during the Grantor's fiscal year exceed more than six (6%) percent to the total commercial customers within the service area; or
5. Where the lack of performance by Grantee is continuous and determined by the Council to constitute a threat to the health, safety or welfare of residents and commercial establishments. "Welfare" as used in this subsection shall include the direct and indirect economic effects of Grantee's failure to perform.

B. Administrative charges shall be assessed only for verified complaints which indicate that the Grantee has failed to meet the minimum standards stated herein and will be in accord with the following schedule:

SCHEDULE OF ADMINISTRATIVE CHARGES

- | | |
|--|-----------------------|
| 1. Failure to clean up spilled refuse | \$100.00 per incident |
| 2. Failure to collect solid waste per location or special collection solid waste from any premises at or within service area | \$100.00 per incident |

- | | | |
|----|--|------------------------------------|
| 3. | Failure to complete each route on the regular scheduled pickup | \$1,500.00 per route not completed |
| 4. | Failure to keep equipment in clean, safe and sanitary manner | \$150.00 per vehicle per day |
| 5. | Failure to have vehicle operator properly Licensed | \$150.00 per day per incident |
| 6. | Failure to maintain office hours as set forth in Section 21 | \$150.00 per incident |
| 7. | Failure to replace or repair any damage caused by Grantee or its personnel | \$100.00 per incident |

C. Within five (5) business days of the date of Council's action imposing such administrative charge, Grantee shall be notified in writing by certified United States Mail, return receipt, of the assessment of administrative charges and the basis for such assessment. Grantee may contest such assessments by filing a written protest with the City Clerk stating the reasons for disagreement within five (5) business days of the receipt of the notice of assessment. This protest will be acted upon by the City Council at the Council's next regularly scheduled council meeting.

SECTION 35. VENUE

The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. The venue for any action arising out of this Agreement shall be exclusively in Okaloosa County, Florida and nowhere else.

SECTION 36. SOVEREIGN IMMUNITY

Nothing contained herein is intended to nor shall be construed to waive the City of Destin's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time.

SECTION 37. CONFLICTING ORDINANCES AND RESOLUTIONS.

All ordinances or parts of ordinances and all resolutions in conflict herewith be and the same are hereby repealed.

SECTION 38. FORCE MAJEURE.

A. Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, epidemics and pandemics, quarantines, labor shortages, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), declarations or acts of domestic or foreign

governments, or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

SECTION 39. JURY TRIAL WAIVER.

GRANTEE AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

SECTION 40. PUBLIC RECORDS.

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

Specifically, GRANTEE must:

i. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.

ii Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if GRANTEE does not transfer the records to the public agency.

iii Upon completion of the contract, transfer, at no cost, to the City all public records in possession of GRANTEE or keep and maintain public records required by the City to perform the service. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

SECTION 41. SAVINGS CLAUSE.

If any section, part of a section, paragraph, clause phrase or word of this agreement is declared invalid, the remaining provisions of this franchise shall not be affected.

SECTION 42. EFFECTIVE DATE.

This ordinance shall take effect October 1, 2022 by the City Council of the City of Destin, Florida, and the signature of the Mayor, and upon filing of Grantee's written acceptance with the City Clerk

ADOPTED THIS ____ DAY OF _____, 2022

ATTEST:

By: _____
Gary Jarvis, Mayor

Rey Bailey, City Clerk

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

Kyle S. Bauman , City Attorney

APPROVAL AND ACCEPTANCE

WASTE MANAGEMENT INC. OF FLORIDA does hereby approve and accept the foregoing solid waste collection and disposal franchise and, as franchisee, agrees to perform, assume and comply with all of the terms, conditions, covenants and obligations of said franchise and authorizes the undersigned officer to execute this Approval and Acceptance.

Dated this ____ day of _____, 2022

WASTE MANAGEMENT INC. OF FLORIDA

By: _____

Name: _____

Title: _____

EXHIBIT A – 3% Franchise Fee (2022 Proposed Ordinance)

Commercial Establishment Rates							
These Rates do not include additional service requirement such as casters, opening gates, compactors, etc. Commercial Establishments that only require one 96-gallon cart will receive service two times per week at curbside and will be billed at the same rate as a two-yard container serviced one time per week. Commercial establishments shall be billed for the rate of service required and will not receive recycling services.							
Multi-Family Residential	Multi – Family units that are serviced by Front Load Dumpsters will be billed to one entity based on the Commercial Establishment Rates for the service required and will not receive recycling service. Multi – Family units that are serviced by carts will be billed at the Residential Rate and shall receive recycling and horticultural waste pickup.						
	All Commercial Rates are per Month DES Price Group						
	1	2	3	4	5	6	7
2 yard container	110.02	210.56	311.37	412.07	512.76	613.41	717.69
4 yard container	136.45	261.00	385.53	510.56	634.60	759.13	888.18
6 yard container	165.65	314.05	462.44	610.85	759.24	907.65	1061.94
8 yard container	191.26	363.51	535.76	708.03	880.29	1052.58	1231.49

Residential	DER Price Group
Residential Service With Recycling and Carts	\$ 307.20 Annual \$ 25.60 Monthly
Senior Citizen Residential Rates	\$ 251.40 Annual \$ 20.95 Monthly
Second Cart Residential Rates	\$ 178.56 Annual \$ 14.88 Monthly

Rates including 3% Franchise Fee and \$6.00 Annual Billing Fee:

Monthly			
Rate Monthly	\$ 24.83	\$ 20.32	\$ 14.43
Franch. Fee	\$ 0.77	\$ 0.63	\$ 0.45
Total Rate	\$ 25.60	\$ 20.95	\$ 14.88
Quarter	\$ 76.80	\$ 62.85	\$ 44.64
Annual	\$ 307.20	\$ 251.40	\$ 178.56

Regular
Senior
2nd Can

VIP Compactors: Proposed 2022

	1	2	3	4	5	6	7
2	\$ 185.25	\$ 358.92	\$ 532.59	\$ 706.27	\$ 879.96	\$ 1,053.63	\$ 1,253.63
4	\$ 229.74	\$ 445.74	\$ 661.74	\$ 877.73	\$ 1,093.73	\$ 1,309.70	\$ 1,509.70
6	\$ 278.92	\$ 539.84	\$ 800.75	\$ 1,061.67	\$ 1,322.53	\$ 1,583.50	\$ 1,783.50
8	\$ 322.04	\$ 624.90	\$ 927.77	\$ 1,230.65	\$ 1,533.51	\$ 1,836.38	\$ 2,036.38

Webb Warren

From: Rainer, Doug <drainer@wm.com>
Sent: Monday, July 18, 2022 12:46 PM
To: Webb Warren
Cc: Rey Bailey; Catherine Card
Subject: RE: DRAFT WM Ordinance
Attachments: DR UPDATED 7.18.22 - Marked Up Version of Ordinance 22-09-CN- Exclusive solid waste franchise agreement with Waste Management Inc of Florida (1) (1).docx

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

Webb,

After the city council meeting last Monday night, Jake and I talked with our team about options for reducing contamination and overages in Destin without using the proposed new language in the ordinance as it seems to be causing concerns among some of your council members and residents. Because of our smart truck technology, along with your code compliance abilities and your short-term rental ordinance in place, we believe we can remove the proposed language and still work toward our goal of reducing contamination and overages.

Smart truck provides us a real-time (and reviewable) view of contents being dumped into our trucks. In the event we see that contamination should be addressed at a particular residence, we can communicate directly with the resident whose can is contaminated and educate them on what should/shouldn't be included in their recycling cans. We feel this approach can be effective. We also would like to work with staff on an education campaign regarding contamination in the near future.

Overages are most prevalent in short-term rental areas, specifically where homes are heavily occupied and the number of garbage cans are inadequate. The following language from the city's short-term rental ordinance provides the tools necessary to gain the appropriate level of service where overages are a problem – "The owner shall be required to obtain additional garbage containers and to acquire special valet garbage service from the city's solid waste removal provider in order to ensure all garbage is properly contained and removed." Our smart truck technology can be used to identify these issues and WM staff can work directly with city code compliance staff to resolve these situations as they arise.

Attached is an updated ordinance with the contamination and overage language removed. Please check to make sure I got it all and let me know if you have any questions.

Thank you,
Doug

Doug Rainer
Public Sector Solutions
Gulf Coast Area
drainer@wm.com

(850) 499-0277
108 Hill Avenue
Fort Walton Beach, FL 32548



From: Webb Warren <wwarren@cityofdestin.com>
Sent: Monday, July 18, 2022 10:23 AM
To: Rainer, Doug <drainer@wm.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>; Catherine Card <ccard@cityofdestin.com>
Subject: [EXTERNAL] FW: DRAFT WM Ordinance

Doug, please see the most recent doc file. Just remove the markup for a clean version

From: Catherine Card <ccard@cityofdestin.com>
Sent: Monday, July 18, 2022 10:20 AM
To: Rey Bailey <rbailey@cityofdestin.com>; Webb Warren <wwarren@cityofdestin.com>
Subject: DRAFT WM Ordinance

Hi all,

Spoke to Doug this morning and he asked if we can pass on the draft ordinance to him so he can make the revisions.

Thank you,
CC

Catherine Card
Public Information Manager
City of Destin
850.460.8538



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

ORDINANCE ~~17-18~~-22-09-CN

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR THE EXCLUSIVE FRANCHISE TO WASTE MANAGEMENT, INC. OF FLORIDA, A PRIVATE CORPORATION, FOR THE COLLECTION AND DISPOSAL OF ALL RESIDENTIAL AND COMMERCIAL TRASH, GARBAGE, AND OTHER REFUSE WITHIN THE CITY LIMITS; PROVIDING FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS WITHIN THE CITY LIMITS; PROVIDING FOR DEFINITIONS; GRANT OF FRANCHISE; LIMITS OF FRANCHISE; TERM; FRANCHISE CONSIDERATION; ASSIGNMENT; BANKRUPTCY OR INSOLVENCY; DEFAULT; RATE CHANGES; RIGHTS OF FIRST REFUSAL; RESTORATION; COMPLIANCE WITH LAWS; LIABILITY INSURANCE, HOLD HARMLESS, WORKERS COMPENSATION; PERFORMANCE BOND; RIGHT TO REQUIRE PERFORMANCE; DISPUTE RESOLUTION; OPERATIONS DURING DISPUTE; STANDARD OF PERFORMANCE; CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL; RECYCLING PROGRAM; COLLECTION SERVICES AND OPERATIONS; OFFICE AND COLLECTION HOURS; COLLECTION EQUIPMENT; DISPOSAL ROUTES AND SCHEDULES; GRANTEE PERSONNEL; SPILLAGE AND LITTER; STORMS AND OTHER EMERGENCIES; NONDISCRIMINATION PROVISION; RATES AND CHARGES; RATE CHANGES; DELINQUENT ACCOUNTS; ACCOUNTING, RIGHT TO AUDIT; COMPLAINTS; CHARGES FOR FAILURE OF PERFORMANCE; VENUE; SOVEREIGN IMMUNITY; CONFLICTING ORDINANCES AND RESOLUTIONS; SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin finds it in the public interest to ensure that all areas within its limits are adequately provided with high quality collection and disposal services; and

WHEREAS, the City of Destin finds it in the public interest to retain regulatory authority over refuse collection and disposal, to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provisions of this service; and

WHEREAS, the City of Destin finds it in the public interest to retain control over the use of public rights-of-way by refuse collectors to ensure against interference with the public convenience, to promote aesthetic considerations, and to protect the public investments in right-of- way property; and

WHEREAS, the City of Destin finds it in the public interest to attract high quality refuse collectors and that this can be accomplished by protecting capital investments of refuse collectors; and

WHEREAS, the City of Destin finds it in the public interest to ensure that high quality refuse collection and disposal service is maintained through a responsive complaint handling procedure; and

WHEREAS, the City of Destin finds that the granting of an exclusive franchise is the best means of assuring that the above described interests of the City of Destin are promoted; and

WHEREAS, Waste Management, Inc. of Florida (“Waste Management”) was first granted an exclusive franchise to service the City of Destin and its citizens’ solid waste disposal needs on ~~[INSERT DATE]~~October 1, 2011, after a competitive bidding process; and

WHEREAS, Waste Management was again awarded an exclusive franchise to service the City of Destin and its citizens' solid waste disposal needs on [INSERT DATE]October 1, 2017, after a competitive bidding process; and

WHEREAS, on [INSERT DATE]October 13, 2021, Waste Management provided written notice to the City of Destin that it desired to negotiate a new franchise agreement due to the current franchise agreement's impending end of term on October 1, 2022; and

WHEREAS, Waste Management has ~~generally~~ provided a positive impact on the City of Destin and the health, safety, and welfare of its citizens by enhancing the beauty and quality of the environment, preventing the spread of disease, and the creation of nuisances through reliable and dependent services from a single unified source; and

WHEREAS, the City Council considered issuing a Request for Proposals and otherwise competitively bidding the provision of solid waste services to the general market; and

WHEREAS, likely due to unique circumstances stemming from COVID-19 and its cascading negative impacts on the world and specifically the economy, and based upon review of competitive bidding of solid waste disposal services by similarly situated local governments, it is most cost effective to the City of Destin to negotiate an extension of the solid waste disposal franchise with Waste Management as opposed to issuing a Request for Proposals or otherwise competitively bidding the solid waste disposal franchise; and

WHEREAS, overall, the rates described in this Ordinance are more advantageous for the City of Destin and its citizens when compared with similarly situated local governments; and

WHEREAS, this Ordinance is adopted pursuant to the authority of Section 166.021 and Chapter 403, Part IV, Florida Statutes; and

WHEREAS, this Ordinance has superseded Ordinance 11-25-CN, Ordinance 16-16-CN, ~~and Ordinance 11-04-CN,~~ and Ordinance 17-18-CN pursuant to the authority of Section 166.021 and Chapter 403, Part IV, Florida Statutes.

SECTION 1. DEFINITIONS.

"Bulky Waste" shall mean large items of solid waste such as, mattresses, and other oversize wastes whose large size precludes or complicates their handling by normal solid waste collection, processing, or disposal methods.

"Cart" shall mean a roll out cart receptacle with two wheels and a properly designed axle and fittings, and a top lid that is to remain closed except when loading refuse, with a body consisting of approximately ninety (90) to ninety-six (96) gallons in capacity, constructed of heavy duty plastic and having the strength to store normal household garbage and refuse and equipped with proper attachments for hydraulic loading into the Contractor's collection vehicle by the hydraulic lifts affixed to such vehicle body.

"Commercial container" shall mean any portable, nonabsorbent, enclosed container with a close fitting cover, or doors, approved by the Grantor, which is used to store large volumes of refuse. A commercial container must be capable of being serviced by mechanical equipment.

"Commercial establishment" shall mean any public or private place, building or enterprise devoted in whole or in part to business purposes, whether for profit or not-for-profit; except where such place,

building or enterprise constitutes a single-family residence or multiple dwelling of four (4) units or less. A multiple dwelling of five (5) units or more shall be considered a commercial establishment unless there is no homeowners' association for such structure or if there is insufficient room for a commercial container. Duplexes, triplexes and condominiums/ townhouses with four units or less where the individual units are privately owned and used for commercial purpose are not commercial establishments within this definition unless commercial containers are used.

"Commercial rubbish and trash" shall mean combustibles such as paper, wood and yard trimmings, and noncombustibles such as metal, plastic, glass, stone and dirt.

"Commercial solid waste" shall mean garbage, rubbish and trash, resulting from the normal activities of establishments utilizing containers of one (1) cubic yard capacity or more.

"CPI" as used herein shall be the revised Consumer Price Index for all Urban Consumers South Urban for all items, not seasonally adjusted, published by the Bureau of Labor Statistics, U.S. Department of Labor, 1984-82 = 100. In the event the U.S. Department of Labor Statistics ceases to publish the CPI, the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available.

"Curb Service" shall mean a single collection point within five (5) feet of the edge of the road.

"Customer" shall mean individual or business (residential or commercial) receiving collection services.

"Construction Debris" shall mean waste building materials resulting from construction, remodeling, repair or demolition operations.

"Disaster debris" shall mean any rubbish or remnants, both combustible and noncombustible, resulting from storms or any emergency condition, requiring special handling and/ or equipment for bulk removal of both natural and man-made material.

"Duplex Residence" shall mean and include an attached two family structure designed or intended for occupancy by two (2) families.

"Garbage" shall mean every accumulation of waste (animal, vegetable and/ or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers); and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents.

"Garbage Cart" shall mean the plastic receptacle furnished by the Grantee with capacities of 96 gallons. Smaller carts of 64 gallons will be made available to special needs customers (elderly or handicapped) upon request with the Grantor's approval.

"Grantee" shall mean Waste Management Inc. of Florida, who is granted this exclusive franchise and hereby undertakes to perform each and every obligation assigned herein and hereby agreed to.

"Grantor" shall mean the City of Destin, Florida.

"Gross Quarterly Dollar Customer Billings" shall mean the total quarterly invoice amount billed to Destin residents for collection and disposal of all residential trash, garbage, and other refuse within the city

limits, including landfill tipping and/ or transfer station fees.

"Gross Revenue " shall mean and include any and all fees received by Grantee which were generated within the service area pursuant to this franchise with the exception of those fees associated with storms and other emergencies as defined in Section 27.

"Handicapped Service" shall be household garbage and recycling service at the rear or side of a residence for handicapped persons approved by Grantor for special service.

"Hazardous Waste" shall mean waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law. For purposes of this franchise, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans, and any items containing chlorofluorocarbons.

"Horticultural Trash" shall mean shrubbery cuttings, or clippings, palm fronds, small tree branches (not to exceed six (6') feet in length and four (4) in diameter), bushes or shrubs, or other organic matter generated as refuse in the care of lawns, gardens, hedges, bushes and trees. Large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in "load packer" type sanitation equipment used for regular collections from domestic households, and stumps and tree trunks in excess of four (4) inches in diameter are not included in this definition.

"Multifamily Residences " shall mean multiple dwelling units of five (5) units or more.

"Occupant " or *"Resident"* includes individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, and all other groups or combinations permitted under Florida law.

"Plastic liner" shall mean a plastic bag no larger than a thirty-five (35) gallon garbage can of sufficient strength to hold contents securely tied at top and not to exceed fifty (50) pounds when full.

"Recyclable Materials" shall mean newspaper, glass containers, aluminum and steel cans, plastics and such other materials identified by the Grantor during the term of this franchise.

"Recycling Containers" shall mean the receptacles purchased and distributed on behalf of the Grantor by the Grantee for the intended use as a receptacle of Recyclable Materials.

"Recycling Service Area" refers to the corporate limits of the City of Destin, Florida as hereafter amended through annexation.

"Roll-off Container" shall mean any container (open top or enclosed for compacting) used for the collection and storage of construction, demolition debris, or garbage rubbish that can be picked up and transported on a specially equipped truck to the disposal site.

"Rubbish " non-recyclable solid wastes or refuse, excluding garbage consisting of both combustible and noncombustible trash.

"Senior Program" – City residents, where there are no more than two persons residing in the dwelling and at least one of those two is age 65 or over by October 1st of the current year who, upon application to the Grantee, are determined Grantee, using guidelines established by the City to be eligible for this Senior Program, will receive discounted rates and reduced level of service.

"Single Family Residence" shall mean and include a detached single family structure designed for occupancy by one person or by one family. Each mobile home, trailer, townhouse or condominium (if located in a building with four (4) or less connected units) shall be deemed a "residence" and each such townhouse/ condominium unit shall be deemed a single family structure unless the townhouse/ condominium building uses commercial containers. Each unit of a residential duplex or triplex shall be deemed a "residence" unless the duplex or triplex uses commercial containers.

"Solid Waste" shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as defined in s. 403.703(7), Florida Statutes, are not solid waste.

"Special material" shall mean bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle. Wastes such as major appliances, furniture, building materials, tree limbs, noncontainerized trash piles and any unusually large amount of refuse not suitable for containerization will be picked up as a special service of the Grantee and billed separately to the customer on the basis of labor, truck costs and dumping charges. All fees received by the Grantee for the collection of special material on a special service basis are subject to the City's franchise fee.

SECTION 2. GRANT OF FRANCHISE.

Grantee is hereby granted an exclusive mandatory residential and commercial franchise, including every right and privilege appertaining thereto, to operate and maintain a residential recycling and residential and commercial trash, garbage and refuse collection and removal service in, upon, over and across the present and future streets, alleys, bridges, easements and other public places within the limits of this franchise for the purpose of collecting and disposing of all residential recyclables, residential and commercial trash, garbage and other refuse generated by the citizens, residents and inhabitants of the City of Destin, Florida. Grantee is also hereby granted title to all such residential recyclables, residential and commercial trash, garbage and refuse generated within said boundaries, to the extent that the Grantor can establish its legal right to make such grant of title.

SECTION 3. LIMITS OF FRANCHISE.

This franchise covers the corporate limits of the City of Destin, Florida, as those corporate limits may change from time to time. Grantee agrees that the limits of the franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Grantee has no vested right in a specific area.

SECTION 4. TERM.

A. The franchise shall be granted from the date of this franchise for a period of five (5) years beginning on October 1, ~~2017-2022~~ unless sooner terminated by reason of breach of the terms hereof by the Grantee which result in the failure of the Grantee to provide effective and efficient service.

B. This franchise may be automatically renewed under the same terms, conditions and limitations as contained herein, unless Grantor or Grantee shall give notice to the other of an intent to cancel or renegotiate, which notice shall be in writing, delivered by United States Mail, return- receipt

requested and posted no sooner than twelve (12) months, and no later than nine (9) months before the initial termination date of this franchise. Said notice may also be delivered by hand within the above time frame, and if so delivered, a receipt thereof signed by an authorized agent of the Grantor or of the Grantee as applicable, shall be evidence of delivery.

SECTION 5. FRANCHISE CONSIDERATION.

Grantee shall pay to the Grantor a franchise fee equal to the sum of ~~one-three~~ (~~31~~%) percent of the gross quarterly dollar commercial establishment customer billings. Payment to the Grantor shall be made four (4) times per year, in March, June, September and December, within ten (10) days of each quarter and without demand by Grantor. A late fee of 20% of the total quarterly payment shall be assessed by the Grantor on all late payments. It is further understood and agreed that the franchise fee paid pursuant to this franchise shall not be added on as a separate item on the occupant's or resident's garbage collection bills, but rather shall be considered as an operational expense. Residential customers billed by the Grantor will pay a ~~one-three~~ percent (~~1%-3%~~) franchise fee as part of their billing.

The franchise fee may be changed by the City with approval of the City Council once a contract year (Oct. 1 – Sept. 30), upon adoption of an ordinance and after two readings at duly noticed public hearings. Any changes to the franchise fee will become effective on October 1 following adoption and passage of the ordinance. The Grantor shall provide notice of the change to the Grantee at least ninety (90) days prior to the next billing period.

SECTION 6. ASSIGNMENT.

A. ~~A.~~—The franchise rights herein granted to the Grantee shall not be assigned by Grantee except with the express approval of the Grantor, which shall be reflected by a resolution of Grantor adopted by its governing body. In the event of such an assignment, Grantee shall cause its assigns to execute an Agreement of Acceptance, subject to the approval of the Grantor, evidencing that such assignee accepts the assignment subject to any and all terms, conditions and limitations imposed hereby and which acceptance shall include an affirmative statement evidencing such Assignee's intent to fulfill the obligations imposed by Grantor in contemplation hereof. Notwithstanding the Grantor's approval of such an assignment and assignee's acceptance, Grantee shall guarantee the performance of its assignee and such assignment shall always be with full recourse to Grantee.

B. A transfer of more than fifty-one percent (51%) of the issued outstanding stock of Grantee shall constitute an assignment for the purpose of this section. Likewise, any transfer of the voting rights attendant to fifty-one percent (51%) or more of the issued or outstanding stock of Grantee shall constitute an assignment for the purposes hereof.

SECTION 7. BANKRUPTCY OR INSOLVENCY.

If the Grantee files a petition for the appointment of a receiver or a petition of voluntary or involuntary bankruptcy, this franchise is automatically terminated as of the date of the filing of such petitions.

SECTION 8. DEFAULT.

~~A.~~ A. Failure on the part of the Grantee to comply in any material respect with any of the provisions of this ordinance shall be grounds for a forfeiture of this franchise, but no such forfeiture shall take effect until Grantor has served upon the Grantee written notice of default setting forth the nature and extent thereof. Following receipt of the notice of default, Grantee shall have 24 hours to collect any garbage or trash that was not collected at the regularly scheduled pick up time and shall have fourteen (14) days to correct, or to notify the City of the means, subject to City approval, by which the Grantee intends to correct, other identified defaults. If Grantee disagrees with the reasonableness or propriety of Grantor's notice of default, Grantee may protest such default by filing ~~with~~ with the City Clerk a written protest within 2 hours of receipt of Grantor's notice regarding a missed trash/ garbage pickup and within five (5) days of receipt of Grantor's notice for other identified defaults.

B. If the Grantor and Grantee cannot agree as to the reasonableness or propriety of the Grantor's notice of default, then the issue shall be resolved by a court of appropriate jurisdiction located in Okaloosa County, ~~Florida, which~~ Florida, which shall be the exclusive venue for such a dispute.

SECTION 9. RIGHTS OF FIRST REFUSAL.

In the event Grantee shall at any time during the term of this Ordinance desire to sell the disposal service then existing and shall have received a bona fide offer from any other person, firm, corporation or from any other municipal corporation or county, authority or political subdivision of the State of Florida satisfactory to Grantee to purchase the same, the Grantee shall within ten (10) days after receipt of such bona fide offer advise the Grantor in writing of the purchase price and other terms and conditions of such offer, and the Grantor for a term of thirty (30) days after giving of such notice shall have the option to purchase the disposal service from Grantee upon the terms and conditions as set forth in said offer. In the event the Grantor shall fail or refuse to exercise the right and option granted to it by this section within the time limit set forth above, Grantee shall have the right to sell the disposal service to the prospective purchaser thereof, subject to the terms of Section 6 of this franchise.

SECTION 10. RESTORATION.

The Grantee agrees to repair all property, public or private, altered or damaged by it, its agents or employees in the performance of its duties herein in as good or better condition as it was before being damaged or altered. The Grantor and Grantee shall meet at least quarterly to review damage to public streets and rights-of-way to assess costs and scheduling of repairs.

SECTION 11. COMPLIANCE WITH LAWS.

Grantee shall conduct operations under this franchise in compliance with all applicable laws. Grantee specifically agrees to be solely responsible for the enforcement, administration and compliance with all applicable provisions of Chapter 403, Part IV, Florida Statutes, and future amendments thereto. Furthermore, Grantee shall be responsible for the necessary promotion and educational activities required to familiarize the general public with the recycling mandates.

SECTION 12. LIABILITY INSURANCE; HOLD HARMLESS; WORKERS COMPENSATION.

Grantee shall carry public liability insurance to the extent of Five Million (\$5,000,000) Dollars for the death of or injury to more than one person or property damage insurance to the extent of ~~Five Hundred Thousand One Million~~ (\$~~5001,000~~,000) Dollars, upon each of the trucks or other vehicles used in carrying out the work called for in this franchise, such insurance expressly to cover both the Grantor and the Grantee. A certificate showing that the Grantee has in force and effect the aforesaid insurance shall be filed with the Grantor within ten (10) days from the execution of the franchise, and yearly thereafter at least thirty (30) days prior to the date of the expiration of said policies or insurance for each year of said franchise. The aforesaid insurance shall be of such form and written by such companies as are approved by the Grantor and also shall contain an advance of the cancellation of the insurance. Said policies of insurance shall name Grantor as additional insured.

The Grantee will defend, indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from or based on (i) violation of applicable laws, ordinances, rules or regulations by the Grantee, its agents or employees; (ii) injury to persons or damage to property arising out of the Grantee's or its agents' and/ or employees' intentional, willful or negligent acts or omissions in the performance of this Franchise Agreement or for injury or damage caused outside the scope of this Franchise Agreement but for which Grantee, its officers, agents, servants, or employees are allegedly responsible.

Grantee shall carry Workers Compensation insurance on all its employees and show proof of insurance and payment of premiums thereon to the Grantor, as requested. All such Workers Compensation policies shall provide for notice by the insurer to the Grantor at least sixty (60) days prior to any termination, revocation or modification thereof.

SECTION 13. PERFORMANCE BOND.

Grantee shall furnish to the Grantor a performance bond, in a form approved by the Grantor, for the faithful performance of this franchise and all of the obligations arising hereunder in the amount of ~~Five Hundred Thousand One Million~~(\$~~1,0500~~,000.00) Dollars. Said bond shall be executed by a surety company approved by Grantor and licensed to do business in Florida.

SECTION 14. RIGHT TO REQUIRE PERFORMANCE.

The failure of the Grantor at any time to require performance by the Grantee of any provision of this franchise shall not affect the right of the Grantor to enforce same; nor shall waiver by the Grantor of any breach of any provision in this franchise be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. The Grantor, in accord with the provisions of Section 8, shall have the right to terminate this franchise if Grantee fails to timely correct violations of this agreement as provided in Section 8.

SECTION 15. DISPUTE RESOLUTION.

If any controversy shall arise between the parties either party may pursue all available legal remedies in the appropriate Okaloosa County, Florida court, which shall be the exclusive venue for any dispute.

SECTION 16. OPERATIONS DURING DISPUTE.

A. In the event that a dispute arises between the Grantor and the Grantee, or any other interested party in any way relating to the terms and conditions, performance or compensation required under this franchise, the Grantee shall continue to render service in full compliance with all terms and conditions of this franchise regardless of the nature of the dispute.

B. Grantee expressly recognizes the paramount right and duty of Grantor to provide adequate waste collection and disposal service as necessary governmental functions, and further agrees, in consideration for the execution of this franchise, that in the event of a dispute, said Grantee will neither stop service nor seek injunctive relief in any court, but will either negotiate for an adjustment in the matter in dispute or present the matter to a court of competent jurisdiction located in Okaloosa County, Florida in an appropriate suit instituted by Grantee.

C. If the term of this franchise is not renewed, Grantee shall continue to provide service for at least ninety (90) days following expiration or until a substitute Grantee is in place, whichever comes first, but shall not continue service past 120 days.

SECTION 17. STANDARD OF PERFORMANCE.

A. If the Grantee fails to collect the materials herein specified for a period in excess of three (3) consecutive scheduled working days or fails to operate the system in a satisfactory manner for a similar period, the Grantor may proceed as follows (provided such failure is not due to war, insurrection, riot, act of God, or other causes beyond the reasonable control of Grantee):

1. At its option, after written notice to the Grantee, take over and operate any or all of the Grantee's equipment used in the performance of this franchise until such time as the Grantee is again able to carry out its operation satisfactorily, as determined solely by the Grantor. Any and all operating expenses incurred by the Grantor in so doing may be charged to the Grantee.

2. Enter into contract(s) or agreement(s) with another qualified firm(s) to provide solid waste collection and disposal until such time as the Grantee is again able to satisfactorily fulfill its responsibilities under this franchise as determined solely by the Grantor.

B. During such period, the liability of the Grantor to the Grantee for loss or damage to the equipment used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability. The liability of the Grantee to third parties shall continue and all claims or demands arising out of the operation of the collection service shall be directed solely to the Grantee and Grantor shall be treated as an agent of the Grantee for purposes of determining liability.

SECTION 18. CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL.

A. Grantee shall be required to provide recycling to all residential customers. Grantee shall not be required to provide multifamily residences or commercial customers with recycling.

B. Grantee shall collect all residential recycling materials in the corporate limits of the City, transport and provide for recovery of said residential recyclable materials at a designated recovery facility. The Grantee shall perform such services as are required to provide a complete residential recyclable materials program.

C. Collection of recyclable materials shall be at curbside or other such locations as will

provide ready accessibility to the Grantee's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Grantor shall designate the location. Handicapped residents shall be accommodated at no additional fee.

D. The Grantee shall pick up all recyclable materials which have been properly prepared for collection and placed in recycling carts and placed at the curbside from all single family residences. The Grantee shall distribute one (1) 96-gallon cart to hold recyclable materials to be collected to each single family residence within the service area. The cart shall be replaced by the Grantee as required. The Grantee shall maintain an adequate supply of carts at all times. Grantee shall retain ownership of the carts. Residents may retain 18 gallon bins previously distributed, place them by or in the recycling cart for removal. Information and instructions about the recycling program will be provided with the recycling cart.

E. All refuse and recyclable materials hauled by the Grantee shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

F. The Grantee shall make collections with as little noise and disturbance to the residents as possible and in conformance with the City's Noise Ordinance. Grantee shall handle recycling carts with reasonable care and return them to the approximate curbside location from which they were collected. Any recyclable materials spilled by the Grantee shall be picked up immediately. Recycling carts shall be thoroughly emptied and left at the point of collection. Grantee shall develop a procedure for handling placement of incorrect material in the recycling carts by residents, preferably a notice reminding the resident of acceptable materials.

G. Grantee shall collect recyclable materials within the service area one (1) time per week. The day of collection shall be the same day as one of the regular collection days for solid waste preferably the first collection of the week. However, pickups normally scheduled on a holiday shall be rescheduled for the next regularly scheduled pickup day.

H. Grantee will provide at no additional cost to Grantor an eight (8) yard recycling container at the Public Services Facility for use by residents and visitors.

I. Grantee will provide at no additional cost an eight (8) yard recycling container at the Norriego Point parking lot for use by residents and visitors.

J. Grantee will provide at no additional cost to Grantor up to three (3) additional eight (8) yard recycling containers for use by residents and visitors at Grantor's requested location.

~~Glass food and beverage containers—brown, clear, or green—~~

SECTION 19. RECYCLING PROGRAM.

A. The Grantee shall be responsible for maintaining the information and records adequate to determine participation rates and weekly setout rates by volume of solid waste diverted from landfill by percent, weight of items recycled, neighborhoods above or below average participation. . The Grantee shall furnish quarterly diversion report to the City. Reports shall be on forms and in a format required by the Grantor.

B. Grantee agrees to meet on a semiannual basis with the Grantor's Environmental/ Tree Committee or, if such a committee is not standing, then the City's Parks and Recreation Committee to discuss ways to increase recycling throughout the City, at a time mutually agreed to by both parties to this

agreement.

SECTION 20. COLLECTION SERVICES AND OPERATIONS.

A. Residential

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up from the curbside adjacent to each residence all garbage, rubbish, and residential wastes (household garbage) two (2) times a week from Carts provided by Grantee; collection of horticultural trash and bulky waste shall be one (1) time per week on days agreed upon by the Grantee and Grantor. Instructions regarding regular solid waste collection, Bulky Waste collection and Horticultural Waste collection shall be provided by Grantee on the 96 gallon Cart provided to residents. However, pickups normally scheduled to be made on a holiday shall be rescheduled for the next regularly scheduled pickup day. Grantee agrees to collect additional Rubbish outside of the Cart only on the next service day after Christmas generated by Holiday festivities. Such additional Rubbish shall be bagged, bundled or contained, to avoid scattering and each bag, bundle or container shall weigh less than fifty pounds. Grantee, at his sole expense, shall notify residences served of the holiday observed and regular pickup schedules at least five (5) days in advance by publication or other means approved by Grantor.

- (a) Holidays: The following holidays may be observed by Grantee for purposes of this franchise: New Year's Day, Thanksgiving Day and Christmas Day.
- (b) Schedule: Regularly scheduled pick up days for household garbage shall be Tuesday and Friday; Tuesday will be the day for recycling and Wednesday and/or Friday will be the day for horticultural trash collection. However, all schedules and routes are subject to being rescheduled as mutually agreed to by the Grantor and Grantee. The Grantor, -at the request

of the Grantee or on its own, may extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.

2. Quantity: Grantee shall be required to pick up all garbage and rubbish generated at residential premises, provided same is placed in the garbage cart. Grantee shall also be required to furnish an additional cart when requested and paid for by residents at an additional fee of ~~\$11.58~~14.52 See Exhibit A per month billed annually at ~~\$138.96~~74.24 See Exhibit A and adjusted annually to reflect the change in the WST CPI from the prior twelve month period ending in June.

3. Collections. All collections shall normally be made in residential areas no earlier than 6:00 a.m. and no later than 6:00 p.m., with no service on Sunday and select holidays, except in declared emergencies. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the City's Noise Ordinance. Garbage carts shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found at the curbside. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee. Missed pickups and minor issues shall be resolved within 24 hours. All other problems must be resolved or a cure initiated within seven (7) days.

4. Bulky Waste Collection: Grantee shall collect bulky waste placed at the curbside for collection once a week on a day agreed upon by Grantee and Grantor. Bulky Waste shall include up to six (6) cubic yards of material. Grantee shall provide additional Bulky Waste collection to residential customers at a rate agreed to between Grantee and resident. The resident shall be responsible for payment for these additional services.

5. Special services: Services such as back door collection, below ground collection, removal of any refuse other than garbage or rubbish as defined herein or additional pickups shall be provided on a separate fee basis upon terms agreed to by the Grantee and the customer. Grantee shall provide the requested special services within two (2) business days after reaching agreement with customer as to the rate for such services. Requests for pickups of special materials as defined herein shall be considered as requests for special pickup services. Charges for special services shall not be unreasonable or excessive. Household garbage services shall be provided at the rear or side residence for handicapped persons approved by the Grantor at no extra charge. Smaller sixty-four (64) gallon carts will be made available to special needs customers (handicapped or elderly) upon request by Grantor.

6. Exempt customers: Residents or occupants who, upon application to the Grantor pursuant to Section 12-86, Destin City Code, are determined by the City Manager to be unable to pay the collection and disposal fee due to hardship or inability shall be exempt from the payment of collection fees. Any customer desiring to be considered for exempt status needs to apply by April 15th of each year.

7. Public Right of Way Collection: Grantee shall collect at no additional charge to Grantor, illegally dumped materials such as Horticultural trash, furniture and Bulky Waste disposed of in the City right of ways; provided such collections do not require the use of a special truck not normally used in Grantee's collection of waste pursuant to this Agreement.

8. Senior Program: City residents, where there are no more than two persons residing in the dwelling and at least one of those two is age 65 or over by October 1st of the current year who, upon application to the Grantee, and using guidelines -established by the City to be eligible for a senior program, will receive discounted rates as determined in Section 29 (A). 1. The City of Destin may enforce other restrictions/ criteria to be eligible for this discount. The level of service for the senior program for collection of garbage will be once a week and picked up on the first day of weekly collection service for the route which services their address. All other services (recycling and horticultural waste) will be the same as other residential customers.

9. Waste Receptacles:

- (a) Garbage: Garbage shall be placed for collection separately from rubbish and shall be placed in the garbage carts furnished by the Grantee with capacities of 96 gallons. Smaller carts of 64 gallons will be made available to special needs customers (elderly or handicapped) upon request with the Grantor's approval.
- (b) Horticultural trash: Horticultural trash must be canned, bagged and/ or stacked and shall not weigh more than fifty (50) pounds per container or stack, and shall not be in excess of six (6) feet in length or four (4) inches in diameter. Total volume per each horticultural debris service day pickup shall not exceed two (2) cubic yards (approximately the amount which can be placed in the bed of a standard pickup truck). Grantee will not remove stumps or tree trunks in excess

of four (4) inches, in diameter.

10. Hazardous materials: Grantee shall not be required to collect hazardous materials.

11. Location of residential waste for collection: Persons in occupancy of each residential establishment shall place their garbage carts at the curb no sooner than 12:00 p.m. the day before a scheduled pick-up and shall remove the garbage carts by midnight of the day of the pick-up, unless: the occupant or resident has been approved for back door or side door pickup or the occupant or resident has negotiated a special service collection at another location.

10. Customer restrictions: Grantee shall not be required to collect residential waste when such waste is not generated on the residence served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

B. Commercial

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up all garbage, rubbish, and wastes. However, pickups normally scheduled to be made on a holiday shall be rescheduled for the day before or the day after the holiday or with the approval by the commercial establishment any other day within a five-day window of the holiday.

(a) Holidays: The following holidays may be observed by Grantee for purposes of this franchise: New Year's Day, Thanksgiving Day and Christmas Day.

(b) Schedule: Commercial collection shall be on days agreed to by the Grantee and commercial establishment. The Grantor, or its designee, is authorized to extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.

2. Quantity: Grantee shall be required to pick up all garbage and rubbish generated by a commercial establishment, provided same is placed in a waste receptacle. The City Manager or his/her designee may require the commercial establishment to increase their level of service to accommodate the waste generated at the commercial establishment. Collections: All collections shall normally be made at commercial establishments no earlier than 6:00 a.m. and no later than 6:00 p.m. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the City's Noise Ordinance. Waste receptacles shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee.

3. Special services: For items requiring roll-off service or any special handling, removal of any refuse other than garbage or rubbish as defined herein or additional pickups, all charges are to be negotiated between the Grantee and the customer. Requests for pickups of special materials as defined herein shall be considered as requests for special pickup services. Charges for special services shall not be unreasonable or excessive and shall be subject to the City's franchise fee.

4. Waste receptacles:

(a) Garbage and rubbish: Garbage and rubbish shall be placed for collection within

a commercial container.

- (b) Hazardous and biohazardous materials: Grantee shall not be required to collect hazardous or biohazardous materials.
- (c) Location of commercial waste for collection: All commercial establishments receiving service pursuant to this franchise shall keep waste receptacles, disposal containers and other such items at location(s) approved by the City.

5. Customer restrictions: Grantee shall not be required to collect commercial waste receptacles containing garbage or refuse when such waste is not generated in the commercial establishment served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

6. Removal of improper receptacles: Any container used for the collection and storage of commercial waste which fails to meet the standards prescribed by the Grantor shall be clearly marked, specifying the manner in which the container fails to meet the requirements. Such marked, nonconforming containers shall be removed from service by the Grantee.

SECTION 21. OFFICE AND COLLECTION HOURS.

A. The Grantee's office shall remain open Monday through Friday from 8:00 a.m. to 5:00 p.m. to handle complaints from residential customers; and for that purpose, there shall be maintained an adequate number of telephones and a responsible person in charge during the hours specified above. Commercial customers shall be provided a local or toll free number which shall be available from 7:00 a.m. to 5:00 p.m. Monday through Friday and on Saturdays from 8:00 a.m. to 4:00 p.m. These requirements do not apply on the legal holidays identified in Section 20.

B. Collections shall normally be made at commercial establishments no earlier than 6:00 a.m. and no later than 6:00 p.m. If the Grantee has an equipment breakdown, it shall be relieved from completing collection by 6:00 p.m. but not later than 10:00 p.m. for the route being served by such equipment experiencing operating difficulties, provided that such route shall be fully collected that day by the Grantee with substitute equipment.

C. An exception to the normal pickup times is granted to commercial establishments located south of Harbor Blvd, to include McGuire's Irish Pub, due to high traffic volume and limited parking. The pickup times at these locations are 4:30 a.m. to 7:00 p.m. At the request of the Grantee or the City Manager or his designee, Section 21. C. may be modified due to the proximity of residential units, new commercial establishments and other concerns. The approval of such requests will not be unreasonably delayed or withheld.

SECTION 22. COLLECTION EQUIPMENT.

The Grantee shall have on hand at all times sufficient equipment in good working order and of the minimum weight necessary to permit Grantee to perform its duties hereunder fully, adequately and efficiently. Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment shall be kept clean, sanitary, neat in appearance, and in good repair at all times and shall be equipped with back-up warning lights and alarm. The Grantee shall at all times have available reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond in size and

capability to the equipment normally used by the Grantee to perform its duties hereunder.

SECTION 23. DISPOSAL.

All garbage and solid waste shall be hauled to sites or facilities selected by Grantee and legally empowered to accept it for treatment or disposal.

SECTION 24. ROUTES AND SCHEDULES.

The Grantee shall periodically provide the Grantor with schedules of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, Grantee shall notify each customer affected by either direct mail or door hangers which the Grantor shall approve for such purpose. Grantee shall also notify customers by placing an advertisement prominently displayed in a local newspaper on at least two (2) occasions, the latter being at least one (1) week prior to the change. All such changes in routes or schedules will also be immediately communicated to Grantor at the time determined by the Grantee. Grantee shall assist Grantor in conveying these changes through all other reasonable means, including through Grantor's website and social media accounts.

SECTION 25. GRANTEE PERSONNEL.

Grantee shall assign a qualified person to be in charge of operations under this franchise and shall give the name and qualifications of said person to the Grantor. Grantor requires that Grantee's collection employees wear clean uniforms bearing Grantee's company name. Each person employed to operate a vehicle shall at all times carry a valid CDL driver's license for the type of vehicle being driven. Grantor may request the dismissal of any employee of Grantee who violates any provisions of this subsection or who is found to have been wanton, negligent or discourteous in the performance of his or her duties. Grantee shall provide operating and safety training for all personnel. Wages of all employees of Grantee shall be equal to or exceed the minimum hourly wages for such employees established by local, state or federal law. Grantee utilizes and will continue utilizing Florida's E-Verify program as required by section 448.095, Florida Statutes, as it may be amended from time to time.

SECTION 26. SPILLAGE AND LITTER.

The Grantee shall not litter premises in the process of making collections, but shall not be required to collect any waste material that has not been placed in supplied or approved containers or in a manner herein provided. During hauling, all solid waste or liquids shall be contained, tied or enclosed so that leaking, spilling or blowing are prevented. In the event of spillage by the Grantee, the Grantee shall promptly clean up the litter.

SECTION 27. STORMS AND OTHER EMERGENCIES.

In the case of a storm or disruption caused by other severe emergencies (e.g., war, insurrection, riot, or act of God) not caused by the Grantee, Grantor may allow Grantee a reasonable variance from regular schedules. As soon as practicable after such storm or other emergency, Grantee shall inform the Grantor of the estimated time required before regular schedules and routes can be resumed and, upon request of Grantor, Grantee shall provide notice to residential premises and commercial establishments in the service area.

The Grantee shall not be responsible for nor have an obligation to collect, transport or dispose of debris or other waste material from a hurricane, severe storm or other natural or man-made disaster (including increased horticultural trash and bulky waste) unless the Grantor enters into a written agreement with Grantee specifying the terms and compensation for such services.

Further, the parties shall track on a quarterly basis the volume of waste Grantee collects under normal, non-disaster event influenced conditions. Should waste volume collected by the Grantee in a quarter be greater by fifteen percent (15%) than such volume collected by Grantee in the same quarter of the previous year, and the increase in volume is attributable to a recent disaster event, Grantee shall be entitled to additional compensation for the collection of waste in excess of normal volumes for the same period. Such compensation shall be calculated at the average rate charged to the City of Destin by its storm debris collection contractors.

SECTION 28. NONDISCRIMINATION PROVISION.

The Grantee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, handicap, disability or national origin. Said nondiscrimination policy shall apply to employment practices of the Grantee and the provision of services. The Grantee agrees that on written request it will permit reasonable access by Grantor to its records of employment, employment advertisements, application forms, and other pertinent data and records for purposes of investigation to ascertain compliance with the nondiscrimination provisions of this franchise, provided, however, that Grantee shall not be required to produce for inspection any records covering any period of time more than two (2) years prior to the date of the franchise.

SECTION 29. RATES AND CHARGES.

A Rates:

1. The initial rates for recycling and the automated collection of garbage, Horticultural Trash, and Bulky Waste under this franchise, the initial residential rate shall be according to Exhibit "A" which is attached hereto and incorporated herein ~~[\$239.76~~ annually ~~(\$19.9825.06~~ See Exhibit A per month). Additional carts if requested will be \$ See Exhibit A ~~138.96~~ annually (\$ See Exhibit A ~~11.14.5258~~ per month). For City residents who elect and are approved to take advantage of the Senior Program as defined in Section 20, the initial rate will be ~~\$195.96246.72~~ See Exhibit A annually ~~(\$16.3320.56~~ See Exhibit A per month).] All such rates shall be adjusted in accordance to Section 30.

~~2.~~ For garbage, yard waste for the initial term of this franchise, the monthly rate for commercial establishments shall be as stated on Exhibit A.

B. Grantee shall be solely responsible for the billing and collection of receivables from residential cart customers on an annual or quarterly basis. The following steps will be followed with respect to accounts in arrears:

- 30 plus days – customers will receive notice of overdue account and a call from Grantee's collection department. The property owner will receive the same notifications from Grantee.
- 45 days – customer's service will be suspended pending payment in full. Customer and property owner will receive a call from Grantee's collection department. A reactivation fee of \$25 per residential unit will be assessed. All calls will be documented in Grantee's database.

- 92 days – the Cart will be retrieved by Grantee and the account will be cancelled for non-payment. Grantor will be provided with a list of these customers weekly. A reactivation fee of \$25 will be assessed.

C. Grantee shall be solely responsible for the billing and collection of receivables from commercial customers on a monthly basis, respectively. Customers may include either the property owner or tenant/ occupant of each commercial establishment generating solid waste.

D. For items requiring roll-off service or any other special handling not otherwise delineated in this franchise, the charges are to be negotiated between the Grantee and the customer. If agreement cannot be reached, the matter shall be submitted to the Grantor for final determination.

E. Grantee shall keep records of the volume of solid waste collected and charges therefore and the Grantor shall have the right to review any records which in any way pertain to solid waste payments.

F. The Grantee is to provide solid waste removal and recycling services to all of the City's facilities, including all City parks and the City's sports complexes at no charge. The Grantee will provide six (6) commercial containers each of a size to be specified by the City at no cost to the City for City sponsored events ~~such as City-wide cleanups, including one community cleanup per year.~~

~~G. Grantee shall provide at no additional cost to the Grantor, one twenty (20) yard roll-off container at the Public Works Facility serviced twelve (12) times annually for disposal of street sweeping debris considered special waste. An additional thirty (30) yard roll-off container will be placed at the Public Works Facility and serviced twenty-four (24) times annually at no cost to the Grantor. Grantee shall provide at no additional cost to Grantor, one twenty (20) yard roll-off container at the Public Works Facility for disposal of street sweeping debris considered special waste.~~

I. Should Grantor annex any property currently serviced by Grantee under Okaloosa County Solid Waste contract, the owners of the annexed property shall have the option to opt into this Agreement at the rate structures specified herein, or the owners of the annexed property may elect to continue with the rate structure provided in Grantee's agreement with Okaloosa County through the end of the term of Grantee's agreement with Okaloosa County. ~~Grantee agrees to honor the rate structure provided in the Okaloosa County agreement for those properties through the end of the current term of that agreement.~~

J. Either party may request a joint house count annually.

SECTION 30. RATE CHANGES.

A. CPI and Fuel Adjustments

The initial rates contained herein shall be in place for the first twelve (12) months of this agreement. On October 1st of each subsequent anniversary date, the rates will be adjusted according to the changes in the Consumer Price Index (CPI) for the previous twelve (12) months ending on the preceding June. For purposes of this agreement, CPI shall mean the Consumer Price Index for Water, Sewer and Trash CPI, Not Seasonally Adjusted, All Areas (WST CPI) as published by the U.S. Department of Labor.

1. ~~The hauling rates shall be increased in an amount sufficient to offset any new law (effective after the date hereof) fee, surcharge, duty, tax, or other charges of any nature imposed by the federal government, any agency thereof, the State of Florida, any agency thereof, or by any local~~

~~governmental body or agency which is payable solely by reason of the nature of the operations conducted by Grantee and any other sales or services taxes of general application to the Grantee operations. If Grantee invokes this provision, then it shall notify Grantor at least ninety (90) days prior to any increase in hauling rates. If Grantor disputes Grantee's invocation of this provision, then the parties shall attempt in good faith to resolve the dispute. If the dispute is not resolved, then the parties shall engage in an alternative dispute resolution proceeding or as described in Section 15. Should any new law, fee, surcharge, duty, tax, or other charges of any nature be imposed by the federal government, any agency thereof, the State of Florida, any agency thereof, or by any local government body or agency which is payable solely by reason of the nature of the operations conducted by Grantee and any other sales or services taxes of general application to the Grantee's operations, then the parties shall convene and negotiate in good faith an increase in Grantee's hauling rates.~~

2. In addition to the foregoing, Grantee may petition the Grantor for rate increases to cover unforeseen and unusual increases in the costs of operating under this Agreement. Grantee will be responsible for documenting the impact of such costs and any resulting increase in the rates and the Grantor shall reasonably and timely consider the request in good faith. The Grantor shall not unreasonably deny relief.

2.

B. Change in Law:

The Grantee may petition the Grantor to adjust Grantee's rates based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in law or regulation ("Change in Law"). Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefor. The Grantor shall be entitled to audit the Grantee's financial and operational records directly related to the Grantee's request in order to verify the increase in costs and the reasons therefor.

"Change in Law" means (i) the adoption, promulgation, or modification after the date of this Agreement of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Agreement, which in the case of either (i) or (ii) establishes requirements affecting the Grantee's operation under this Agreement more burdensome than the requirements that are applicable to Grantee and in effect as of the date of this Agreement. A change in any federal, state, county, or other tax law or workers' compensation law shall not be a Change of Law. However, in the event that a federal, state or local entity imposes a fee, tipping fee adjustment, charge or tax after the date of this Agreement that applies to Grantee's operations per se, such fee, charge or tax shall be treated as a Change in Law.

The Grantee's request must be made within one hundred twenty (120) days of the occurrence of such unusual change or cost, and shall contain reasonable proof and justification to support the need for the rate adjustment. The Grantor may request from the Grantee, and the Grantee shall provide, such further information within its possession as may be reasonably necessary in making its determination. The Grantor shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the Grantor. The Grantor shall make a reasonable determination based upon the documentation provided in reaching its decision and shall not unreasonably deny relief hereunder.

SECTION 31. DELINQUENT ACCOUNTS.

A. Commercial: When an account is delinquent by thirty (30) days Grantee shall provide the commercial establishment with the following written notices by United States Mail: 30 days, friendly

reminder of delinquency; 40 days, notice of potential service interruption; 50 days, notice of service interruption; 60 days, final demand for payment; 65 days audit/final notification before cancellation; and 90 days cancellation and delivery to third party collection agency. At the time that the Grantee actually stops service, notification of that fact will be given to the Grantor.

B. Grantee shall make all reasonable efforts to work with commercial establishment customers regarding payment of their accounts prior to interrupting or canceling service, i.e., negotiate payment plans, resolve billing disputes, etc.

SECTION 32. ACCOUNTING; RIGHT TO AUDIT.

A. Grantee shall keep an accurate set of books and records reflecting gross revenues derived within the service area pursuant to this franchise. Said books and records shall reflect, in addition to information normally reflected pursuant to standard accounting procedures, and the requirements of Chapter 403, Florida Statutes, the name and service address of each residential and commercial establishment customer, dates of commencement and termination of service, the service charge and any change thereto, the billings, billing dates and receipt of revenues. Certified copies of the above shall be furnished to the Grantor upon request. These certified copies shall be provided in a reasonable amount of time not to exceed two weeks from the date of request.

B. Two (2) times per year the Grantor may audit the books and records of the Grantee in order to determine whether the franchise fees paid pursuant to Section 5 are those required thereby. Grantor's failure to exercise its right to audit at any time shall not constitute a waiver of such right, and notwithstanding such omission, the Grantor shall have such continuing right to audit until one year after the termination of this franchise. In the event that Grantor elects to exercise its right to audit, Grantor shall provide to Grantee written notice of such election at least forty-eight (48) hours in advance of the time of the audit. Grantor shall have the right to select the auditors to make the audit and one (1) audit per year shall be at the Grantee's expense. In the event a second audit is performed at Grantor's request in any given year, the expense of that second audit shall be borne by the Grantor, except in cases of fraud, deceit or intentional misrepresentation of monies due to the Grantor, in which case the expenses of the audit shall be borne by the Grantee. Grantee shall make available to the auditor, at no charge, such personnel, financial and other records as the Grantor may in its reasonable discretion request in order to complete such audit.

SECTION 33. COMPLAINTS.

All complaints shall be resolved by Grantee within twenty-four (24) hours. Grantee shall, within forty-eight (48) hours of receipt, supply Grantor with copies of all complaints on a form approved by the Grantor and indicate the disposition of each. Each month such record shall be available for inspection by Grantor at all times during the business hours specified herein. The complaint record/ form shall indicate the day and hour on which the complaint was received and the day and hour on which the complaint was resolved. When a complaint is received on the day preceding a holiday or on a Sunday, it shall be serviced on the next working day. The Grantee shall establish procedures acceptable to the Grantor to ensure that all customers are notified of the complaint procedure.

SECTION 34. CHARGES FOR FAILURE OF PERFORMANCE.

A. Upon the recommendation of any Council member or City staff member, and reasonable notice to Grantee, administrative charges may be assessed against the Grantee by vote of the City Council if the Council determines that

1. Total residential complaints during any calendar month involve more than one

(1%) percent of the total residential customers within the service area;

2. Total residential complaints during the Grantor's fiscal year exceed more than two (2%) percent to the total residential customers with the service area;

3. Total commercial complaints during any calendar month involve more than three (3%) percent of the total commercial customers within the service area;

4. Total commercial complaints during the Grantor's fiscal year exceed more than six (6%) percent to the total commercial customers within the service area; or

5. Where the lack of performance by Grantee is continuous and determined by the Council to constitute a threat to the health, safety or welfare of residents and commercial establishments. "Welfare" as used in this subsection shall include the direct and indirect economic effects of Grantee's failure to perform.

B. Administrative charges shall be assessed only for verified complaints which indicate that the Grantee has failed to meet the minimum standards stated herein and will be in accord with the following schedule:

SCHEDULE OF ADMINISTRATIVE CHARGES

- | | | |
|----|---|---|
| 1. | Failure to clean up spilled refuse | \$ 105 0.00 per incident |
| 2. | Failure to collect solid waste per location or special collection solid waste from any premises at or within service area | \$ 1005 0.00 per incident |
| 3. | Failure to complete each route on the regular scheduled pickup | \$ 14,5 000.00 per route not completed |
| 4. | Failure to keep equipment in clean, safe and sanitary manner | \$ 1504 00.00 per vehicle per day |
| 5. | Failure to have vehicle operator properly Licensed | \$ 150 00.00 per day per incident |
| 6. | Failure to maintain office hours as set forth in Section 21 | \$ 150 00.00 per incident |
| 7. | Failure to replace or repair any damage caused by Grantee or its personnel | \$ 10025 .00 per incident |

C. Within five (5) business days of the date of Council's action imposing such administrative charge, Grantee shall be notified in writing by certified United States Mail, return receipt, of the assessment of administrative charges and the basis for such assessment. Grantee may contest such assessments by filing a written protest with the City Clerk stating the reasons for disagreement within five (5) business days of the receipt of the notice of assessment. This protest will be acted upon by the City Council at the Council's next regularly scheduled council meeting.

SECTION 35. VENUE

The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. The venue for any action arising out of this Agreement shall be exclusively in Okaloosa County, Florida and nowhere else.

SECTION 36. SOVEREIGN IMMUNITY

Nothing contained herein is intended to nor shall be construed to waive the City of Destin's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time.

SECTION 37. CONFLICTING ORDINANCES AND RESOLUTIONS.

All ordinances or parts of ordinances and all resolutions in conflict herewith be and the same are hereby repealed.

SECTION 38. FORCE MAJEURE.

A. Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, epidemics and pandemics, quarantines, labor shortages, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), declarations or acts of domestic or foreign governments, or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party. If the Grantor or Grantee is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Grantor or Grantee to correct the adverse effect of such event of force majeure.

B. ~~An event of "force majeure" shall mean the following events or circumstances to the extent that they delay the Grantor or Grantee from performing any of its obligations (other than payment obligation) under this Agreement:~~

1. ~~Strikes and work stoppages unless caused by a negligent act or omission of Grantee or its agents or assignments.~~

2. ~~Acts of God, tornado, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Grantee, its agents, and assignments), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather.~~

3. ~~Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities; and~~

4. ~~Suspension, termination or interruption of utilities necessary to the operation of~~

~~the duties under this Agreement;~~

~~5. Economic hardship of the Grantee shall not be considered an event of force majeure.~~

SECTION 39. JURY TRIAL WAIVER.

GRANTEE AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

SECTION 40. PUBLIC RECORDS.

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

Specifically, GRANTEE must:

- i. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
- ii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if GRANTEE does not transfer the records to the public agency.
- iii. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of GRANTEE or keep and maintain public records required by the City to perform the service. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

SECTION 41. SAVINGS CLAUSE.

If any section, part of a section, paragraph, clause phrase or word of this agreement is declared invalid, the remaining provisions of this franchise shall not be affected.

SECTION 42. EFFECTIVE DATE.

This ordinance shall take effect ~~immediately upon its adoption~~ October 1, 2022 by the City Council of the City of Destin, Florida, and the signature of the Mayor, and upon filing of Grantee's written acceptance with the City Clerk

ADOPTED THIS ____ DAY OF _____, ~~2017~~2022

ATTEST:

By: _____
Gary Jarvis, Mayor

Rey Bailey, City Clerk

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

City Attorney

Kyle S. Bauman _____ ,

APPROVAL AND ACCEPTANCE

WASTE MANAGEMENT INC. OF FLORIDA does hereby approve and accept the foregoing solid waste collection and disposal franchise and, as franchisee, agrees to perform, assume and comply with all of the terms, conditions, covenants and obligations of said franchise and authorizes the undersigned officer to execute this Approval and Acceptance.

Dated this _____ day of _____, ~~2017~~2022

WASTE MANAGEMENT INC. OF FLORIDA

By: _____

Name: _____

Title: _____

EXHIBIT A – EXHIBIT A

3% Franchise Fee (2022 Proposed Ordinance)

Commercial Establishment Rates							
These Rates do not include additional service requirement such as casters, opening gates, compactors, etc. Commercial Establishments that only require one 96-gallon cart will receive service two times per week at curbside and will be billed at the same rate as a two-yard container serviced one time per week. Commercial establishments shall be billed for the rate of service required and will not receive recycling services.							
Multi-Family	Multi – Family units that are serviced by Front Load Dumpsters will be billed to one entity based on the Commercial Establishment Rates for the service required and will not receive recycling service. Multi – Family units that are serviced by carts will be billed at the Residential Rate and shall receive recycling and horticultural waste pickup.						
Residential	All Commercial Rates are per Month DES Price Group						
	1	2	3	4	5	6	7
2 yard container	110.02	210.56	311.37	412.07	512.76	613.41	717.69
4 yard container	136.45	261.00	385.53	510.56	634.60	759.13	888.18
6 yard container	165.65	314.05	462.44	610.85	759.24	907.65	1061.94
8 yard container	191.26	363.51	535.76	708.03	880.29	1052.58	1231.49

Residential	DES Price Group
Residential Service With Recycling and Carts	\$ 307.20 Annual \$ 25.60 Monthly
Senior Citizen Residential Rates	\$ 251.40 Annual \$ 20.95 Monthly
Second Cart Residential Rates	\$ 178.56 Annual \$ 14.88 Monthly

Rates including 3% Franchise Fee and \$6.00 Annual Billing Fee:

Monthly			
Rate Monthly	\$ 24.83	\$ 20.32	\$ 14.43
Franch. Fee	\$ 0.77	\$ 0.63	\$ 0.45
Total Rate	\$ 25.60	\$ 20.95	\$ 14.88
Quarter	\$ 76.80	\$ 62.85	\$ 44.64
Annual	\$ 307.20	\$ 251.40	\$ 178.56

Regular
Senior
2nd Can

VIP Compactors: Proposed 2022

	1	2	3	4	5	6	7
2	\$ 185.25	\$ 358.92	\$ 532.59	\$ 706.27	\$ 879.96	\$ 1,053.63	\$ 1,253.63
4	\$ 229.74	\$ 445.74	\$ 661.74	\$ 877.73	\$ 1,093.73	\$ 1,309.70	\$ 1,509.70
6	\$ 278.92	\$ 539.84	\$ 800.75	\$ 1,061.67	\$ 1,322.53	\$ 1,583.50	\$ 1,783.50
8	\$ 322.04	\$ 624.90	\$ 927.77	\$ 1,230.65	\$ 1,533.51	\$ 1,836.38	\$ 2,036.38

RATE SHEET

COMMERCIAL							
Commercial rates should not include additional service requirements such as casters, opening gates, compactors, etc. Commercial Establishments that only require one (1) 96-gallon cart shall receive service (2) two times per week at curbside, and shall be billed at the same rate as a two (2) yard container serviced one (1) time per week. Commercial establishments shall be billed for the rate of service required and will not receive recycling services.							
Multi-Family Residential	Multi-Family units serviced by Front Load Dumpsters shall be billed to one entity based on the Commercial Rates for the service required and will not receive recycling service. Multi-Family units that are serviced by carts will be billed at the annual Residential Rate and shall receive recycling and horticultural waste pickup.						
2 yard container	Rate per Month <i>Frequency/Times per week</i>						
	1	2	3	4	5	6	7
	\$80.75	\$154.64	\$228.54	\$302.44	\$376.34	\$450.22	\$526.76
	\$100.15	\$191.56	\$282.96	\$374.37	\$465.77	\$557.18	\$651.90
	\$121.58	\$230.50	\$339.42	\$448.34	\$557.26	\$666.18	\$779.43
	\$140.38	\$266.80	\$393.23	\$519.67	\$646.10	\$772.54	\$903.87

RESIDENTIAL		
Residential Service with Recycling and Carts	\$239.76 \$19.98	Annual Monthly
Senior Citizen Residential Service	\$195.96 \$16.33	Annual Monthly
Second Cart Residential Service	\$138.96 \$11.58	Annual Monthly

RESIDENTIAL Including Franchise Fee			
	Regular	Senior	2 nd Cart
Rate Monthly	\$19.78	\$16.17	\$11.46
Franchise Fee	\$0.20	\$0.16	\$0.12
Total Rate	\$19.98	\$16.33	\$11.58
Quarter	\$59.94	\$48.99	\$34.74
Annual	\$239.76	\$195.96	\$138.96

VIP COMPACTOR \$							
Rate Per Month							
	1	2	3	4	5	6	7
2 yard container	\$126.42	\$238.27	\$350.15	\$462.05	\$553.72	\$744.58	\$911.57
4 yard container	\$163.59	\$308.27	\$452.88	\$597.55	\$742.23	\$962.90	\$1,178.89
6 yard container	\$203.39	\$380.85	\$558.34	\$735.76	\$953.59	\$1,184.16	\$1,449.26
8 yard container	\$238.40	\$448.66	\$658.89	\$869.12	\$1,126.45	\$1,400.14	\$1,714.13

PROVIDE METHODOLOGY FOR CALCULATING CPI / RATE INCREASE
Beginning 10/1/18, the contractor shall be entitled to receive an annual adjustment to the collection rates based upon the Consumer Price Index for water, sewer, and trash, CPI (CPI-WST) Not Seasonally Adjusted, All Areas, as measured by the preceding twelve month period ended each preceding June. The CPI-WST adjustment shall continue to be applied on October 1 of each contract year.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 1, 2022
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

THRU: Lance Johnson, City Manager
Lisa Firth, Parks & Rec Director

FROM: Kyle Bauman, City Attorney

DATE: July 25, 2022

SUBJECT: First reading of Ordinance 22-11-CN - Relating to the lease of certain real property owned by the City of Destin. Providing for city council approval of the second amendment to the reclaimed water lease for the lease of property located at 4200 Indian Bayou Trail, Destin, Florida to Destin Water Users, Inc.

I. BACKGROUND: At its July 11, 2022, City Council meeting, the City Council approved two related lease amendments. The first related to the City's lease of the site the Morgan Sports Center sits on from Destin Water Users, Inc. ("DWU"). This Third Lease Amendment lowered the annual rent paid by the City to DWU from \$7,500 to \$7,000. In exchange, at the same July 11, 2022, meeting, the City Council and DWU agreed to the First Amendment to Reclaimed Water Lease in which the City leases the reclaimed water pond adjacent to City Hall to DWU. This lease was amended to permit DWU to operate a subsurface drip system on the premises.

II. DISCUSSION: This Second Lease Amendment to the Reclaimed Water Lease will ensure that the lease terms for both the Morgan Sports Center lease and Reclaimed Water Lease run concurrently until September 30, 2042. While the Morgan Sports Center lease's term can and has been amended through simple amendment to that lease, the Reclaimed Water Lease term should be extended through ordinance to ensure compliance with City Charter provision 3.12(b)(6).

- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):** None
- C. Level of Service (LOS):**
- D. Legislative Sponsor:**

III. CONCLUSION: Adopting this Ordinance will ensure that the twin Morgan Sports

Center and Reclaimed Water Leases mutually benefitting the City and DWU run concurrently through September 30, 2042.

IV. RECOMMENDED MOTION: I move to approve Ordinance 22-11-CN on first reading and direct staff to advertise for second reading.

Attachments:

1. Ordinance 21-11-CN - Second Amendment to Reclaimed Water Lease extending term
2. Exhibit A to Ordinance 21-11-CN - DWU Reclaimed Water Original Agreement 1999
3. Exhibit B - First Amendment to Reclaimed Water Lease and Third Amendment to Morgan Sports Center Lease
4. Exhibit C to Ordinance 22-11-CN - Second Amendment to Reclaimed Water Lease

ORDINANCE # 22-11-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO THE LEASE OF CERTAIN REAL PROPERTY OWNED BY THE CITY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CITY COUNCIL APPROVAL OF THE SECOND AMENDMENT TO RECLAIMED WATER LEASE FOR LEASE OF PROPERTY LOCATED AT 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA TO DESTIN WATER USERS, INC.; PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY. The authority for this Ordinance is Section 166.021, Florida Statutes, and Section 3.12(b)(6), City Charter.

SECTION 2. FINDINGS OF FACT.

WHEREAS, through Ordinance 334, the City Council previously found that it would be beneficial to the City and its citizens that the reclaimed water retention pond located at 4200 Indian Bayou Trail, Destin, Florida 32541, be leased to Destin Water Users, Inc., a not-for-profit corporation (“DWU”), in order to facilitate the construction and permitting of a sports complex for the use and enjoyment of the City’s citizens (the “Reclaimed Water Lease”); and

WHEREAS, the Reclaimed Water Lease is attached hereto as Exhibit “A” to this Ordinance and incorporated herein by reference; and

WHEREAS, the term of the lease authorized in Ordinance 334 was for twenty years and ran concurrently with the Lease Agreement for the Sports Complex entered into between the City and DWU (the “Sports Complex Lease”); and

WHEREAS, the Reclaimed Water Lease was amended on July 11, 2022 to permit DWU to operate a subsurface drip system on the premises (the “First Amendment to the Reclaimed Water Lease”); and

WHEREAS, the First Amendment to the Reclaimed Water Lease is attached hereto as Exhibit “B” and incorporated herein by reference; and

WHEREAS, the Sports Complex Lease was amended on September 30, 2004, to extend the term of the Sports Complex Lease through September 30, 2042 and again on July 11, 2022 to lower the annual rent paid by the City to DWU; and

WHEREAS, to continue facilitating the public’s use of the Morgan Sports Center, the Reclaimed Water Lease should also be amended as described in the Second Amendment to Reclaimed Water Lease to extend its term through September 30, 2042; and

WHEREAS, the Second Amendment to Reclaimed Water Lease is attached hereto as Exhibit “C”) and incorporated herein by reference; and

WHEREAS, Section 3.12(b)(6) of the City Charter requires the City of Destin to authorize by administrative action the lease of City property; and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Destin, Florida, that:

SECTION III. SECOND AMENDMENT TO RECLAIMED WATER LEASE. The Second Amendment to Lease Agreement, a copy of which is attached hereto as Exhibit “C”, and incorporated herein and made a part hereof by reference, for the extension of the term of the Reclaimed Water Lease with the real property more particularly described in the attached Exhibit “A,” is approved and the lease of the land by administrative action is authorized. The term of the Reclaimed Water Lease is extended through September 30, 2042. Any term contained in Exhibit “A” and “B” that is not modified by the Second Amendment to Lease Agreement shall remain in full force and effect. The Mayor, City Manager, and City Clerk are authorized to execute and deliver such documents as are necessary to lease the property.

SECTION IV. EFFECTIVE DATE. This ordinance shall take effect immediately upon approval by Council and signature by the Mayor.

ADOPTED THIS __ DAY OF AUGUST, 2022

By: _____
Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing
Has been reviewed and approved by the City
Attorney for the City of Destin, only:

Kyle S. Bauman, Esq., City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 3rd day of MAY 1999, by and between the City of Destin, a Florida municipal corporation, whose address for the purposes of this Lease is 4200 Two Trees Road, Destin, Florida 32541 ("Lessor", "Destin") and the Destin Water Users, Inc., a not for profit corporation, whose address for the purposes of this Lease is P.O. Box 308, Destin, Florida 32541 ("Lessee", "DWU").

WHEREAS, Lessor owns the Leased Premises, as hereinafter defined, on which Lessor has a permit for, and operates, a retention pond for reclaimed water; and

WHEREAS, Lessee and Lessor desire to cooperate in the development and construction of a sports and recreation facility on land adjacent to the City's retention pond which will benefit the citizens of Destin; and

WHEREAS, Lessor and Lessee believe it to be in their mutual best interest to enter into this Lease Agreement in order to facilitate the permitting of the adjacent property as a Sports Complex for the use and enjoyment of the City's citizens.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

1. Definitions. As used in this Lease Agreement, the words defined immediately below shall have the meaning stated. Words imparting the singular number include the plural number and vice versa, the male gender shall include the female gender and vice versa, unless the context clearly requires otherwise.

(a) "DWU" means Destin Water Users, a not-for-profit corporation established under and existing in good standing in the State of Florida as a corporation exempt from taxation under Section 501 (12) (c) of the Internal Revenue Code, as amended from time to time.

(b) "Destin" means the City of Destin, Florida, a municipal corporation established by and existing under the Laws of Florida, as amended and supplemented, including and representative or agent of Destin with respect to the Premises.

(c) "Premises" means the following described real property situated in the County of Okaloosa, State of Florida, to wit:

See attached Exhibit "A".

(d) "Sports Complex" means the improvements to the land adjacent to City Hall as outlined in the Lease Agreement entered into between the City and DWU on July 14, 1997.

2. Lease. Destin does hereby demise and lease to DWU the Premises described more particularly in the attached Exhibit "A" in accordance with all of the provisions, conditions and terms herein.

3. Term. This lease shall be for a term of twenty (20) years, and run concurrently with the Lease Agreement for the Sports Complex entered into between the City and DWU on July 14, 1997.

4. Considerations. The consideration paid by Lessee to Lessor hereunder shall be one dollar (\$1.00) per year, which amount shall be renegotiated every five years in tandem with the renegotiations of the Sports Complex lease amount.

5. Maintenance. During the term of this lease, Lessee shall be responsible for the ongoing and continuous maintenance of the reclaimed water retention pond and all associated systems located on the Premises at its sole cost and expense. The Lessor shall continue to provide grounds maintenance upon the Premises.

6. Uses.

(a) Lessee shall have the right to discharge reclaimed water into the retention pond in accord with its permitted uses. No further expansion of the reclaimed water retention pond, other than that necessary to permit the Sports Complex, shall be undertaken by DWU without the express written consent of the City.

(b) Lessee shall be responsible for the maintenance and operation of the reclaimed water retention pond and all associated systems located on the Premises.

(c) Lessee shall have the right of ingress and egress to the Leased Premises to repair, maintain and monitor all facilities relating to the discharge of reclaimed water into the retention pond.

(d) Lessee shall make every effort to ensure that the operation of the facilities relating to the discharge of reclaimed water does not materially interfere with Lessor's use of adjacent City property. In the event the operation of the facilities relating to the discharge of reclaimed water does materially interfere with Lessor's use of adjacent City property, and Lessee is unable to satisfactorily remedy the problem within ninety (90) days from the notice thereof by Lessor, Lessor at its option shall have the right to terminate this lease. Lessee shall make every effort to ensure that the use of the retention pond by Lessee does not materially interfere with the Lessor's use of adjacent City property.

7. Stormwater. Both parties to this agreement acknowledge and agree that the City has the exclusive right to use the stormwater retention pond located on the Sports Complex and identified in attached Exhibit "B" as the means of meeting the City's stormwater permitting requirements for the adjacent City Hall property whose legal description is found in the attached Exhibit "C" for the duration of the Sports Complex Lease Agreement.

found in the attached Exhibit "C" for the duration of the Sports Complex Lease Agreement.

8. Title to the Premises. Title to the premises shall remain vested with the City, subject to the terms and conditions of this lease, and DWU shall have no interest in the title to the premises but shall only have a leasehold interest thereto.

9. Insurance and Indemnity. Lessee shall include the premises under its comprehensive and general liability insurance coverages for the full amount of coverage as Lessee carries for all of its other facilities. Lessee agrees to hold harmless and indemnify Lessor for any and all losses or liabilities that may be incurred as a result of the operation of the leased premises as a reclaimed water retention pond which are the result of Lessee's negligence or the intentional acts or omission of Lessee or any of Lessee's agents, employees, licenses, invitees, or agents.

10. Compliance with Governmental Requirements. During the Lease Term, Lessor and Lessee shall comply with all Governmental Requirements as defined herein which govern or affect the premises and the use thereof for any reason. Each party shall notify the other of its violation of any governmental requirement promptly after either receives knowledge thereof, and each party, shall diligently and prudently take requisite action to correct any violations of governmental requirements, for which that party is responsible pursuant to the terms and conditions of this lease, as soon as reasonably possible after the discovery of same.

11. Default. Each of the following events shall be a default hereunder by Destin and DWU and a breach of this lease:

(a) If, for whatever reason, the Sports Complex Lease Agreement shall be terminated, this lease agreement shall also automatically terminate without further action of either party;

(b) DWU shall fail to pay to the City the lease amount when the same shall become payable and due and the same remains unpaid for forty-five (45) days after the City's written demand for payment;

(c) DWU shall fail to perform any of the covenants, conditions and terms of this lease on DWU's part to be performed and such non-performance shall continue for a period of thirty (30) days after written notice thereof by Destin to DWU; or if DWU shall fail to act in good faith to commence and undertake performance within such thirty (30) day period to cure a non-performance which cannot be cured within the initial thirty (30) day period and DWU shall designate in writing a reasonable time period to cure such non-performance and its intent to do so, or, DWU having commenced to undertake such performance within the initial thirty (30) day period, shall fail to diligently proceed therewith to completion within the designated reasonable time period to cure such non-performance.

(d) Destin shall fail to perform any of the covenants, conditions and terms of this lease on Destin's part to be performed and such non-performance shall continue for a period of thirty (30) days after written notice thereof by DWU to Destin; or if Destin shall fail to act in good faith to commence and undertake performance within such thirty (30) day period to cure a non-performance which cannot be cured within the initial thirty (30) day period and Destin shall designate in writing a reasonable time period to cure such non-performance and its intent to do so, or, Destin having commenced to undertake such performance within the initial thirty (30) day period, shall fail to diligently proceed therewith to completion within the designated reasonable time period to cure such non-performance.

(e) If an event of default shall occur and be continuing for ninety (90) days, then Destin shall have the right to terminate and cancel this Lease by giving to DWU not less than ninety (90) days notice of such termination and cancellation, and upon the expiration of the time fixed in such notice, this Lease and the Lease Term shall expire and thereafter be null and void with no further force and effect. In addition to this remedy, in the event of default Destin may exercise any and all other remedies available to it at law or in equity.

(f) If an event of default shall occur and be continuing for ninety (90) days, then DWU shall have the right to terminate and cancel this Lease by giving to Destin not less than ninety (90) days notice of such termination and cancellation, and upon the expiration of the time fixed in such notice, this Lease and the Lease Term shall expire and thereafter be null and void with no further force and effect. In addition to this remedy, in the event of default DWU may exercise any and all other remedies available to it at law or in equity.

(g) Both parties agree that in the event of non-performance of either party caused by an act of God such non-performance shall not be considered an event of default.

12. Expiration of Term. It is the intent of the parties that the renegotiation of this lease shall be in accord with the renegotiation provisions of Section 16 of the Sports Complex Lease Agreement and that all negotiations shall occur simultaneously with those of the Sports Complex lease.

13. Dispute Resolution. Any controversy, claim, misunderstanding, cause of action, matter in question, breach or disagreement arising out of, or relating to, this Lease (hereinafter called "Dispute") shall be decided by the Circuit Court of Okaloosa County, Florida. The party seeking a resolution of a Dispute must provide the other party with written notice describing the Dispute, allow the responding party to file a written response within ten (10) days and meet at least once with the responding party within the thirty (30) day period immediately prior to filing a complaint with the Circuit Court.

14. Miscellaneous.

(a) Operation. Lessee shall keep the Leased Premises clean and free of rubbish and shall not allow the accumulation of any unsightly matter(s) or object(s). Lessee shall

develop, operate and maintain any improvements to the subject property so as not to unreasonably interfere with the property rights of the adjacent property owners.

(b) Notices. Any and all notices required to either party shall be in writing and shall be duly delivered and given when personally served or mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States Mail by certified or registered mail - return receipt requested. Notice shall be deemed to have occurred on the date of receipt; in the case of receipt of certified or registered mail, the date of receipt shall be evidenced by return receipt documentation. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein.

If to Destin: Office of the City Manager
Destin City Hall
4200 Two Trees Road
Destin, Florida 32541

If to DWU: Destin Water Users, Inc.
Post Office Box 308
Destin, Florida 32540

or such other address as either party may from time to time specify in writing to the other.

(c) Legal Representation. Each respective party to this Lease has been represented by counsel in the negotiation of this Lease and accordingly, no provision of this Lease shall be construed against a respective party due to the fact that it or its counsel drafted, dictated or modified this Lease or any covenant, condition or term thereof.

(d) Further Instruments. Each respective party hereto shall, from time to time, execute and deliver such further instruments as any other party or parties or its counsel may reasonably request to effectuate the intent of this Lease.

(e) Effective Date. The date of this Lease will be the date after the last one of the Lessee and the Lessor have signed this Lease Agreement and the City Council of the City of Destin has adopted an ordinance approving this Lease Agreement (the "Effective Date"). The ordinance adoption process is a dynamic process subject to public participation and the ordinance adoption process is discretionary with the Council.

(f) Entire Agreement. This Lease Agreement contains the entire agreement between the parties hereto and no verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation, or modification to this Lease Agreement shall be void and ineffective unless made in writing and signed by Lessor and Lessee. Lessee agrees that it will not use its ability to enact ordinances to modify the duties, obligations, rights and liabilities of DWU under this Lease Agreement in derogation of the language of this

(g) Headings. Paragraph headings of this Lease Agreement are inserted only for reference and in no way define, limit or describe the scope or intent of this Agreement nor affect its terms or provisions.

(h) Multiple Counterparts. This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) Attorney's Fees and Costs. In any Dispute arising out of or pertaining to this Lease, the prevailing party shall be entitled to an award of its attorney's fees and costs, whether incurred before, after or during litigation or at the appellate level.

(j) Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(k) Recording. This Lease shall be recorded in the public records of Okaloosa County, Florida.

(l) Survival of Representations and Warranties. The respective indemnifications, representations and warranties of the respective parties to this lease shall survive and remain in effect.

(m) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Florida and the Ordinances of the City of Destin. Wherever possible, each provision, condition and term of this lease shall be interpreted in such a manner as to be valid under applicable law. A finding that any term, provision or condition of this Lease is invalid or prohibited under applicable law shall not affect the remaining terms, provisions or conditions of this lease or of any documentation executed and delivered pursuant hereto.

IN WITNESS WHEREOF, the parties hereby have caused the signatures of their officers to be set hereunder and the seals to be placed thereon to be effective as of the latest date of execution.

IN WITNESS WHEREOF, the parties hereby have caused the signatures of their officers to be set hereunder and the seals to be placed thereon to be effective as of the latest date of execution.

DATED this 8th day of April, 1999.

ATTEST:

DESTIN WATER USERS, INC.
Destin, Florida

By: Beggy Tellma

By: Herbert Brough
Herb Brough
President

ATTEST:

CITY OF DESTIN,
A Florida Municipal Corporation

By: Carolyn Lee Gault

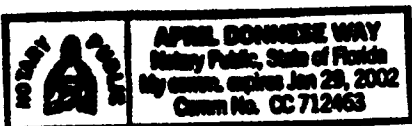
By: Larry J. Rubenstein
Larry J. Rubenstein
City Manager

Approved as to Legal Form:

Suzanne Brownless
Suzanne Brownless, Esquire
City Franchise Attorney

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing was acknowledged before me this 4th day of May, 1999, by Herb Brough and Larry J. Rubenstein, the President and City Manager respectively, of Destin Water Users, Inc. and the City of Destin, who are personally known to me or have produced the identification referenced below and who did take an oath.



April Donnese Way
Notary Public State and County
Aforesaid
Commission No. CC 712463
My Commission expires: Jan. 29, 2002
Identification: _____

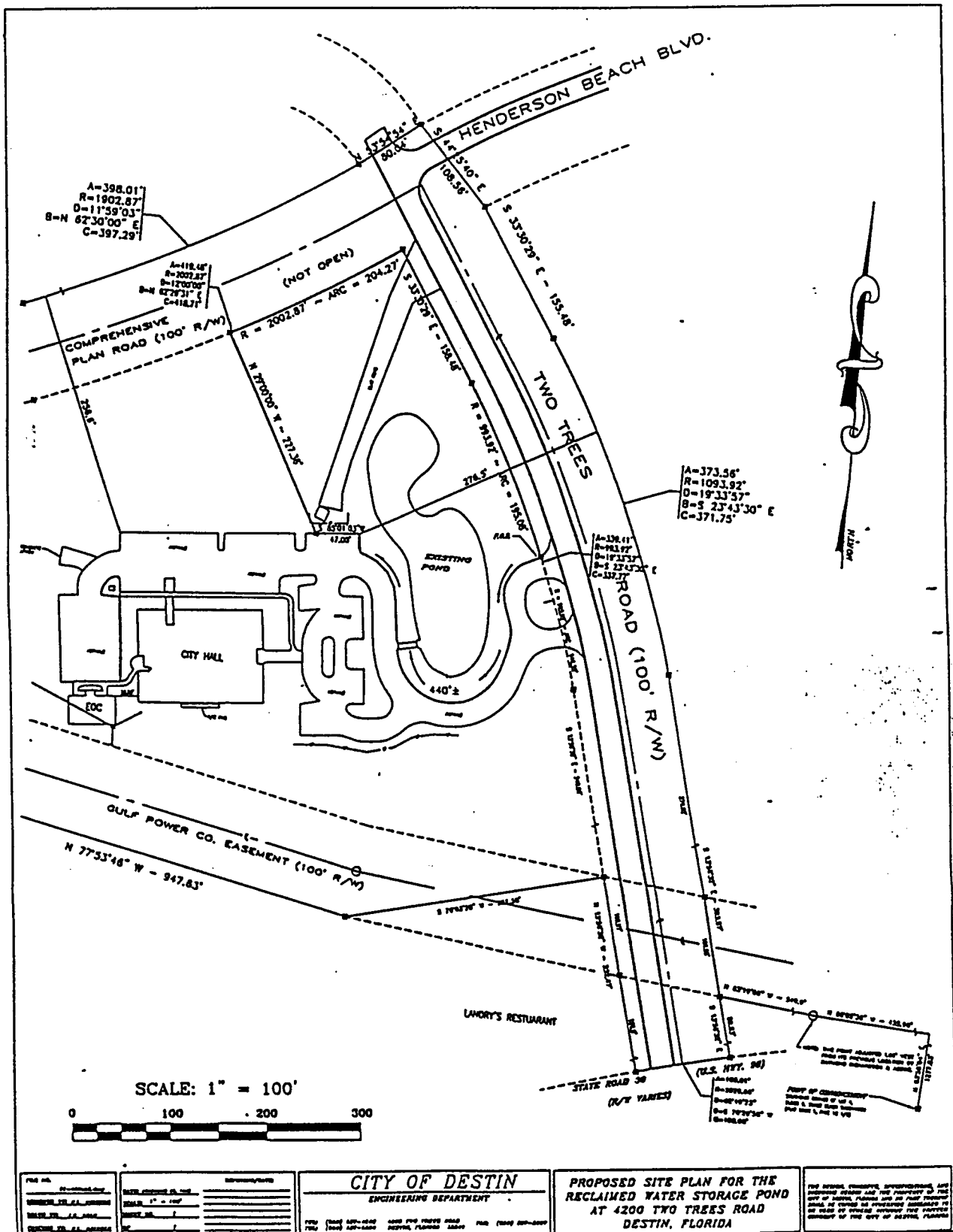
LEGAL DESCRIPTION FOR A PORTION OF CITY HALL PROPERTY TO BE UTILIZED BY DESTIN WATER USERS, INC. AS AN ENLARGED RECLAIMED WATER RETENTION POND.

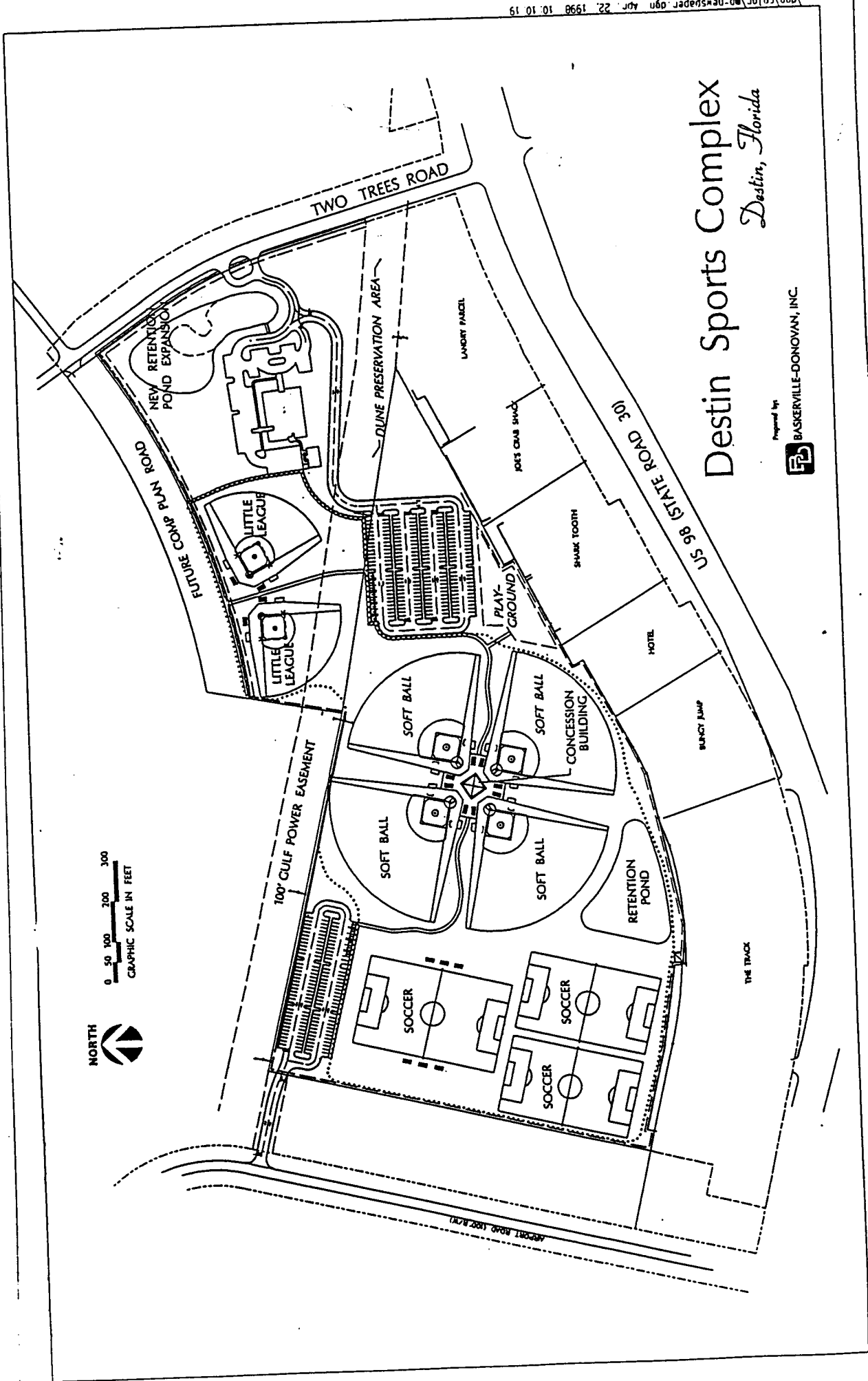
A PARCEL OF LAND LYING IN TOWNSHIP 2S, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 6, SILVER BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 16 1/2 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE GO NORTH 03 DEGREES 58 MINUTES, 04 SECOND EAST ALONG A PROJECTION OF THE EAST LINE OF SAID LOT 4, A DISTANCE OF 1,277.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 (US HWY 98, RIGHT-OF-WAY VARIES) AND THE SOUTHERLY RIGHT-OF-WAY LINE OF A 100' GULF POWER EASEMENT; THENCE GO NORTH 86 DEGREES, 02 MINUTES, 36 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 AND THE SOUTHERLY LINE OF THE GULF POWER EASEMENT, A DISTANCE OF 435.96 FEET; THENCE GO NORTH 83 DEGREES 19 MINUTES 06 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 AND THE SOUTHERLY LINE OF THE GULF POWER EASEMENT, A DISTANCE OF 176.83 FEET; THENCE DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 AND CONTINUING ALONG THE SOUTHERLY LINE OF THE GULF POWER EASEMENT, CONTINUE NORTH 83 DEGREES, 19 MINUTES, 06 SECONDS WEST, A DISTANCE OF 373.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TWO TREES ROAD (100' RIGHT-OF-WAY); THENCE GO SOUTH 13 DEGREES, 56 MINUTES, 32 SECONDS EAST, A DISTANCE OF 89.63 FEET TO A POINT ON THE CURVED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30; THENCE GO SOUTHWESTERLY ALONG THE CURVED RIGHT-OF-WAY LINE, BEING CONCAVE SOUTHEASTERLY, AN ARC DISTANCE OF 100.01 FEET (RADIUS = 2,029.86 FEET, CORD = 100.00 FEET, CORD BEARING = SOUTH 76 DEGREES, 29 MINUTES, 58 SECONDS WEST); THENCE DEPARTING THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30, GO NORTH 13 DEGREES, 56 MINUTES, 32 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID TWO TREES ROAD, A DISTANCE OF 472.53 FEET TO A POINT OF CURVATURE SAID CURVE BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 993.92 FEET; THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE AND THE WESTERN RIGHT-OF-WAY LINE OF TWO TREES ROAD (100' RIGHT-OF-WAY) AN ARC DISTANCE OF 144.33 FEET TO INTERSECT THE BACK OR NORTH SIDE OF THE CURB ON THE EXISTING DESTIN CITY HALL DRIVEWAY AND THE POINT OF BEGINNING; THENCE MEANDER SOUTHWESTERLY, SOUTH, NORTHWESTERLY AND NORTH ALONG SAID CURB AN APPROXIMATE DISTANCE OF 440± FEET TO A POINT ON THE NORTHEASTERLY CORNER OF THE CURB ON SAID DESTIN CITY HALL PARKING LOT; THENCE CONTINUE SOUTH 85 DEGREES, 01 MINUTES, 03 SECONDS WEST ALONG SAID NORTHERLY CURB A DISTANCE OF 47.00 FEET; THENCE GO NORTH 29 DEGREES, 00 MINUTES, 00 SECONDS WEST, A DISTANCE OF 227.36 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COMPREHENSIVE PLAN ROAD (100' RIGHT-OF-WAY) SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 2,002.87 FEET; THENCE CONTINUE NORTHEASTERLY ALONG SAID SOUTHERN RIGHT-OF-WAY LINE AN

ARC DISTANCE OF 204.27 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF TWO TREES ROAD (100' RIGHT-OF-WAY); THENCE GO SOUTH 33 DEGREES, 30 MINUTES, 29 SECONDS EAST, A DISTANCE OF 158.48 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 993.92 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE BEING THE WESTERLY RIGHT-OF-WAY LINE OF TWO TREES ROAD (100' RIGHT-OF-WAY) AN ARC DISTANCE OF 195.08 FEET TO INTERSECT THE NORTHERLY CURB OF THE DESTIN CITY HALL DRIVEWAY, SAID POINT BEING THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL BEING IN TOWNSHIP 2S, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA BEING A PART OF THE DESTIN CITY HALL PROPERTY AND CONTAINING 1.87 ACRES MORE OR LESS.





109n\color\map-news\paper.dgn Apr 22, 1998 10:10:19

TRUSTEES' DEED OF GIFT

THIS DEED OF GIFT, Executed this 19th day of May, A.D. 1993, by KENT AMOS, ROBERT C. ERHART and JARRETT G. MELVIN, as SUCCESSOR TRUSTEES of the COLEMAN KELLY TRUST, whose federal tax identification number is 59-6968606, of 2 East Highway 98, Destin, Florida 32541, hereinafter called the Grantors, to CITY OF DESTIN, a Florida municipal corporation, whose federal tax identification number is 59-2480854, of P.O. Box 399, Destin, Florida 32540, hereinafter called Grantee:

WITNESSETH: That the Grantors, as a gift in consideration of a contribution to Grantee, do hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee the following described land situate, lying and being in the County of Okaloosa, State of Florida, to wit:

An undivided 43.8661 percentage interest of:

A parcel of land lying in Township 2 South, Range 22 West, Okaloosa County, Florida, being more particularly described as follows:
For a point of reference, commence at the Southeast corner of Lot 4, Block 6, Silver Beach Subdivision, as recorded in Plat Book 1, at Page 16 1/2, of the Public Records of Okaloosa County, Florida; thence go North 03 degrees 58'04" East along a projection of the East line of said Lot 4, a distance of 1277.03 feet to a point on the Northerly right-of-way line of State Road 30 (U.S. 98 Bypass, R/W varies) and the Southerly right-of-way line of a 100 foot Gulf Power Easement; thence go North 86 degrees 02'36" West along the Northerly right-of-way line of State Road No. 30 and the Southerly line of the Gulf Power Easement, a distance of 435.96 feet; thence go North 83 degrees 19'06" West along the Northerly right-of-way line of State Road No. 30 and the Southerly line of the Gulf Power Easement, a distance of 176.83 feet; thence departing the Northerly right-of-way line of State Road No. 30 and continuing along the Southerly line of the Gulf Power Easement, continue North 83 degrees 19'06" West, a distance of 373.07 feet to a point on the Easterly right-of-way line of Two Trees Road (100' R/W) and the point of beginning; thence go South 13 degrees 56'32" East, a distance of 89.63 feet to a point on the curved Northerly right-of-way line of State Road No. 30; thence go Southwesterly along the curved right-of-way line, being concave Southeasterly, an arc distance of 100.01 feet (R = 2029.86', CH. = 100.00', CH. BRG. = S 76 degrees 29'58" W); thence departing the aforesaid Northerly right-of-way line of State Road No. 30, go North 13 degrees 56'32" West along the Westerly right-of-way line of the aforesaid Two Trees Road, a distance of 472.53 feet to a point of curvature; thence continue along the Westerly right-of-way line of Two Trees Road and along a curve to the left, having a radius of 993.92 feet, an arc distance of 339.41 feet (CH. = 337.77', CH. BRG. = N 23 degrees 43'40" W) to the point of tangency; thence continue along the Westerly right-of-way line of Two Trees Road North 33 degrees 30'29" West, a distance of 158.48 feet to a point on the curved Southerly right-of-way line of a proposed 100 foot road right-of-way; thence go Southwesterly along the curved Southerly right-of-way line being concave Northwesterly, and having a radius of 2002.87 feet, an arc distance of 419.48 feet (CH. = 418.71', CH. BRG. = S 62 degrees 29'31" W) to a point of compound curvature; thence continue along the Southerly right-of-way line and along a curve to the right, having a radius of 1904.18 feet, an arc distance of 514.65 feet (CH. = 513.08', CH. BRG. = S 76 degrees 14'05" W); thence go North 12 degrees 06'14" East, a distance of 105.54 feet to a point on the curved Northerly right-of-way line of a proposed 100 foot road right-of-way; thence go Northeastly along the curved right-of-way line, being concave Northwesterly, an arc distance of 454.79 feet (R = 1804.18', CH. = 453.58', CH. BRG. = N 75 degrees 42'48" E) to a point of compound curvature; thence go along a curve to the left, having a radius of

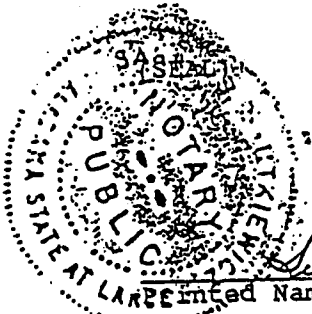
FLORIDA DOCUMENTARY STAMP TAX REQUIRED
BY LAW IN THE AMOUNT OF \$.70 HAS
BEEN PAID. NEWMAN C. BRACKIN, CLERK

PARED BY J JEROME MILLER ATTORNEY AT L.
P. O. BOX 1208 FORT WALTON BEACH, FL 32549

SUBJECT PROPERTY IS FREE AND CLEAR OF ANY MORTGAGE LIEN.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared KENT AMOS, as Trustee, who is X personally known to me; or produced _____

as identification and he CIRCLE ONE (did) (did not) take an oath.
WITNESS my hand and official seal this 19 day of May, 1993.



Sarah S. Brutkiewicz
Printed Name: SARAH S. BRUTKIEWICZ
Notary Public - State of Alabama
My Commission Expires: 10/15/94
Commission No.: _____

Sue C. Wallace
Printed Name: SUE C. WALLACE

Robert C. Erhart L.S.
ROBERT C. ERHART, Trustee

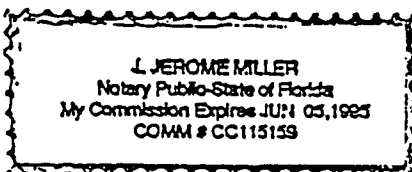
Jerome Miller
Printed Name: J. JEROME MILLER

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT C. ERHART, as Trustee, who is

X personally known to me; or
produced
as identification and he CIRCLE ONE (did) (did not) take an oath.
WITNESS my hand and official seal this 20th day of May, 1993.

(SEAL)



Jerome Miller
Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
Commission No.: _____

Derailey H Drenning
Printed Name: DERAINEY H. DRENNING

Jarrett G. Melvin L.S.
JARRETT G. MELVIN, Trustee

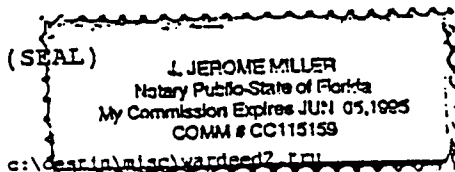
Jerome Miller
Printed Name: J. JEROME MILLER

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JARRETT G. MELVIN, as Trustee, who is

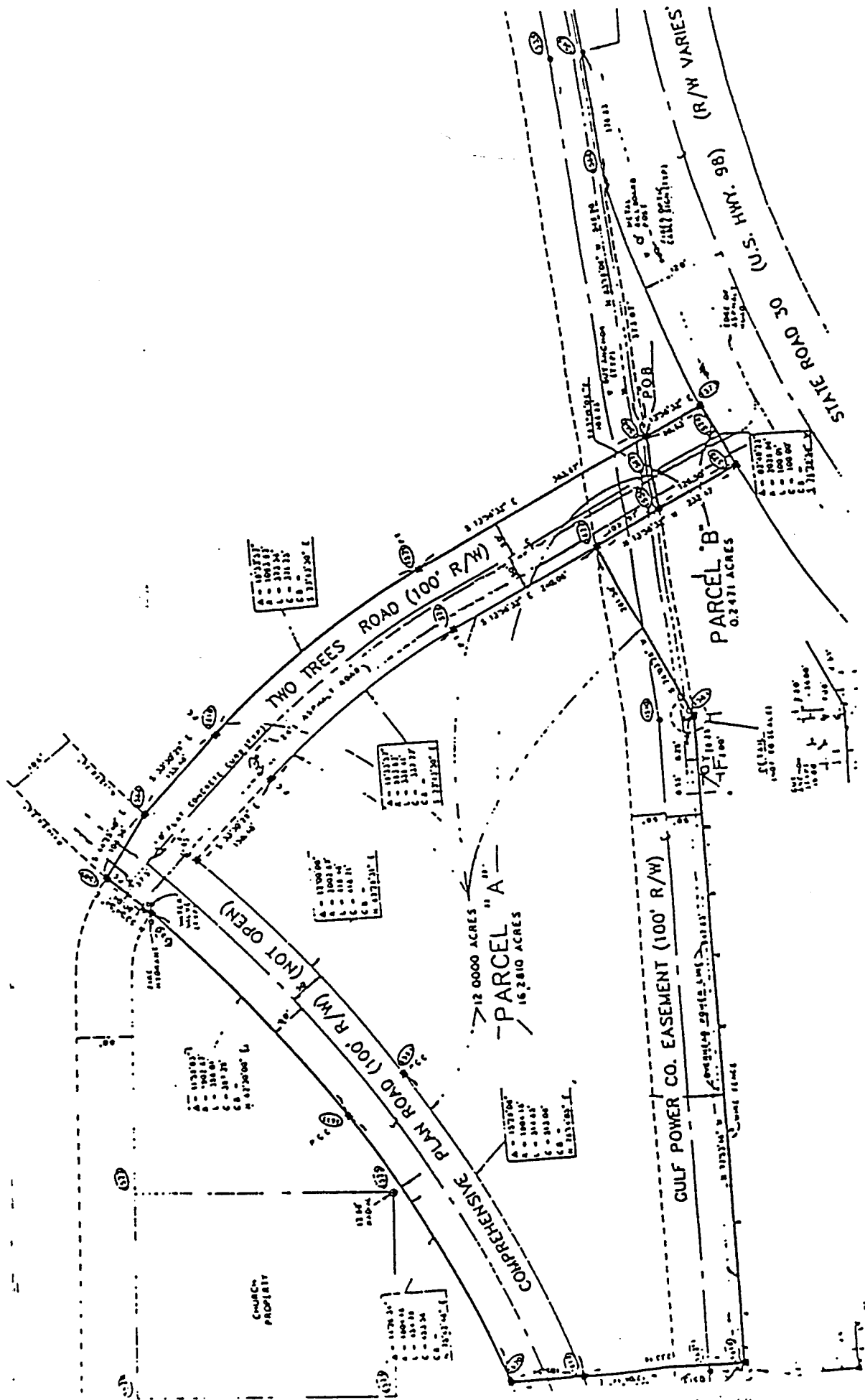
X personally known to me; or
produced
as identification and he CIRCLE ONE (did) (did not) take an oath.
WITNESS my hand and official seal this 20th day of May, 1993.

(SEAL)



Jerome Miller
Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
Commission No.: _____





THIRD AMENDMENT TO LEASE AGREEMENT

The parties, the City of Destin, a Florida municipal corporation, whose address is 4200 Indian Trail, Destin, FL, 32541 (hereafter referred to as "Lessee" or "Destin"), and Destin Water Users, Inc., a not for profit corporation, whose address is P.O. Box 308, Destin, FL 32540 (hereafter referred to as "Lessor" or "DWU"), hereby amend the Lease Agreement dated July 14, 1997 (the "Lease Agreement"). The amendments are set forth herein below.

A. Paragraph 1.(g) entitled "Premises" shall be amended as follows:

1(g). "Premises" means the following described property situated in the County of Okaloosa, State of Florida, to wit:

Parcel number: 00-2S-22-2300-000F-0020

B. Paragraph 4. entitled "Consideration" shall be amended as follows:

4. Consideration. The consideration paid by Lessee to Lessor hereunder shall be Seven Thousand Dollars (\$7000.00) per year, which amount shall be renegotiated every five years.

All other provisions of the Lease Agreement not specifically amended herein shall remain in full force and effect.

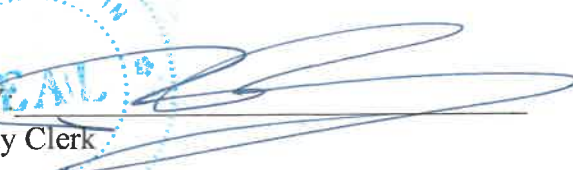
Dated this 19th day of July, 2022.

ATTEST:

BY: 

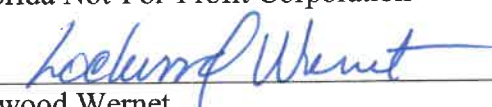
Secretary

ATTEST:

BY: 

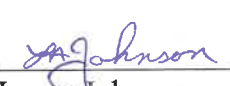
City Clerk

DESTIN WATER USERS, INC.
A Florida Not-For-Profit Corporation

BY: 

Lockwood Wernet
General Manager

CITY OF DESTIN
A Florida Municipal Corporation


Lance Johnson
City Manager

FIRST AMENDMENT TO LEASE AGREEMENT

The parties, the City of Destin, a Florida municipal corporation, whose address is 4200 Indian Trail, Destin, FL, 32541 (hereafter referred to as "Lessor" or "Destin"), and Destin Water Users, Inc., a not for profit corporation, whose address is P.O. Box 308, Destin, FL 32540 (hereafter referred to as "Lessee" or "DWU"), hereby amend the Lease Agreement dated May 3, 1999. The amendments are set forth herein below.

A. Paragraph 1.(c) entitled "Premises" shall be amended as follows:

1(c). "Premises" means the following described property situated in the County of Okaloosa, State of Florida, to wit:

Parcel number 00-2S-0000-0001-A13B.

B. Paragraph 6.a. entitles "Uses" shall be amended as follows:

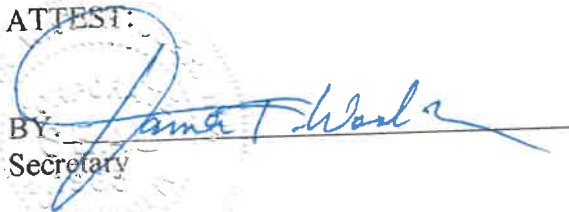
6. Uses.

a. Lessee shall have the right to discharge reclaimed water into the retention pond, above-ground irrigation and operate a subsurface drip system on the Premises, in accord with the permitted uses.

All other provision of the Lease Agreement not specifically amended herein shall remain in full force and effect.

Dated this 19th day of July, 2022.

ATTEST:

BY: 
Secretary

DESTIN WATER USERS, INC.
A Florida Not-For-Profit Corporation

BY: 
Lockwood Wernet
General Manager

ATTEST:

BY: 
City Clerk

CITY OF DESTIN
A Florida Municipal Corporation


Lance Johnson
City Manager

EXHIBIT "C"

SECOND AMENDMENT TO RECLAIMED WATER LEASE AGREEMENT

The parties, the City of Destin, a Florida municipal corporation, whose address is 4200 Indian Bayou Trail, Destin, FL, 32541 (hereafter referred to as "Lessor" or "Destin"), and Destin Water Users, Inc., a not for profit corporation, whose address is P.O. Box 308, Destin, FL 32540 (hereafter referred to as "Lessee" or "DWU"), hereby amend the Lease Agreement dated May 3, 1999. The amendments are set forth herein below.

A. Paragraph 3 entitled "Term" shall be amended as follows:

This lease shall be for a term of 43 years, beginning on the Effective Date, as defined herein, and run until September 30, 2042.

All other provision of the Lease Agreement not specifically amended herein shall remain in full force and effect.

Dated this _____ day of _____, 2022.

ATTEST:

DESTIN WATER USERS, INC.
A Florida Not-For-Profit Corporation

BY: _____
Secretary

BY: _____
Lockwood Wernet
General Manager

ATTEST:

CITY OF DESTIN
A Florida Municipal Corporation

BY: _____
City Clerk

Lance Johnson
City Manager

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 1, 2022

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: July 19, 2022

SUBJECT: Proposed Conditional Use 22-25-CU, Bowman Consulting, on behalf of Arris Destin Retail, LLC, is requesting approval of Conditional Use 22-25-CU. This project includes the location of a parking lot to serve the employees of the approved fast-food restaurant to be located next door. The subject project is located on a portion of the commercial outparcel at 1015 US Highway 98 East (Parcel ID: 00-2S-22-0000-0013-019A).

I. BACKGROUND:

Bowman Consulting, on behalf of Arris Destin Retail, LLC, is requesting approval of Conditional Use 22-25-CU. This project includes the location of a parking lot to serve the employees of the approved Chick-Fil-A restaurant to be located next door. The subject project is located on a portion of the commercial outparcel at 1015 US Highway 98 East (Parcel ID: 00-2S-22-0000-0013-019A).

II. DISCUSSION:

The proposed use is located within the **Town Center Mixed Use (TCMU)** zoning district. The proposed use of parking lots and garages (public and private) is a conditional use in the **Town Center Mixed Use (TCMU)** zoning district. The following includes a review and analysis of the proposed use based on the **Future Land Use element of the Comprehensive Plan and criteria for conditional uses outlined in the Land Development Code.**

A. COMPREHENSIVE PLAN POLICY ELEMENTS:

As directed by the City's **Comprehensive Plan (Policy 1-2.4.3)**, the **Mixed Use "MU"** designation provides an intense mix of residential and nonresidential uses within the Town Center, Calhoun, North and South Harbor, Gulf Resort, Bay Resort, and a small area within

the Holiday Isle Planning Areas. The intent of the "MU" designation is to promote innovative arrangements of development types in strategically located areas of the City that have or are planned to **accommodate a mixture of residential and commercial activities** in close proximity to each other, achieve compact development, and reduce total trips on the roadway system. The proposed use of a parking lot would be utilized by employees of the already approved Chick-Fil-A restaurant, to be located next door at 1021 Highway 98 East. The proposed project is consistent with **Comprehensive Plan Policy 1-2.4.3**.

B. LAND DEVELOPMENT CODE/ZONING ELEMENTS:

The following includes a review and analysis of the proposed conditional use based on the criteria outlined in **Section 7.12.10** of the Land Development Code:

C. CONDITIONAL USE ELEMENTS:

The proposed use of a parking lot within the TCMU zoning district, as per *Land Development Code (LDC) Section 7.12.06 Table 7-2*, is a conditional use. In accordance with *LDC Section 7.12.10*, the applicant provided a conditional use request based upon the following:

1. Characteristic of Use
2. On and Offsite Improvement Needs
3. On-site Amenities
4. Criteria for Conditional Use

Criteria for Conditional Use, per *Section 7.12.10.C, Land Development Code*:

1. LAND USE COMPATIBILITY

Staff Comments: The proposed use is a Conditional Use within *Table 7-2, Article 7, Land Development Code (LDC)*.

Adjacent Land Uses: Parking lots (public or private) are listed as a Conditional Use in the **Town Center Mixed Use (TCMU)** zoning district. The project is proposed on a 0.32-acre parcel. The intent of the "MU" designation is to promote innovative arrangements of development types in strategically located areas of the City that have or are planned to accommodate a mixture of residential and commercial activities in close proximity to each other, achieve compact development, and reduce total trips on the roadway system. The adjacent land uses are commercial to the west and east, multi-family residential to the north, and commercial to the south (across Highway 98). Therefore, the proposed use is consistent with the intent of the "MU" Future Land Use Designation.

Offsite Impacts: There are no negative anticipated off-site impacts. The proposed parking lot is intended to be utilized by the employees of the development to the west; therefore, more parking spaces will be available on-site for the patrons, further reducing congestion on Highway 98. As proposed, the conditional use meets the intent of TCMU zoning district.

2. SUFFICIENT SIZE, SITE SPECIFICATIONS, AND INFRASTRUCTURE

Staff Comments: Prior to development approval, the proposed project shall be compliant

with the dimensional requirements listed in *Article 7.12.08*, as well as *Table 7-3, Land Development Code*.

Size: The applicant is proposing to construct a parking lot on a 0.32-acre parcel currently located at 1015 Highway 98 East. The development shall install any required landscaping buffers to accommodate all required facilities and design requirements related to the proposed use.

Access and Internal Circulation: Access is provided from Mattie M. Kelly Boulevard South Public Right-of-Way (ROW), and the project shall comply with all access requirements.

Urban Design Enhancement: The necessary screening, buffers, landscaping, setbacks, and open space area shall be implemented as required by *Article 8.06.00, Vehicle and Parking Standards, Land Development Code*. This is in addition to the enhanced traffic circulation and traffic stacking design that has been approved for the restaurant site to further alleviate the traffic back up on Highway 98.

3. PROPER USE OF MITIGATIVE TECHNIQUES

Staff Comments: The proposed use shall incorporate mitigative techniques as required by the LDC, including but not limited to required screening, landscaping, and stormwater management. Prior to approval by the Technical Review Committee (TRC), the project shall meet the stormwater requirements per *LDC Section 10.03.02, Stormwater Management*.

4. HAZARDOUS WASTE

Staff Comments: No hazardous waste is anticipated as a result of this proposed use.

5. OVER PROLIFERATION OF USE

Staff Comments: Parking lots/garages (public or private) are a conditional use in the TCMU zoning district. The establishment this parking lot proposes to support is known for having a high demand of patrons, frequently causing traffic congestion on Highway 98. As stated previously, this use would allow for more available parking on site for patrons, therefore, reducing the potential for traffic backup. The proposal of a parking lot is compatible with the surrounding uses without an over-proliferation.

6. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

Staff Comments: As proposed, the project meets the intent of both the Comprehensive Plan and the zoning district. Prior to approval of development, the project shall comply with the land development standards and regulations outlined in the Comprehensive Plan and Land Development Code.

7. PUBLIC COMMENT

None received to date

A. Link to Strategic Goals / Objectives: 1) Enhanced Quality of Life & Safety for

Families

B. Effect on Budget (EOB): There is no anticipated impact on the budget.

C. Level of Service (LOS):

There is no anticipated effect on LOS.

D. Legislative Sponsor:

III. CONCLUSION:

The Applicant is requesting a Conditional Use (22-25-CU) approval for the location of a parking lot. The proposed use is a Conditional Use in TCMU, *Section 7.12.00, LDC*.

The project is consistent with the following:

1. Comprehensive Plan *Policy 1-2: Future Land Use Element*.
2. Comprehensive Plan *Policy 12-4.1.8: Multi-Modal Transportation District*.
3. Land Development standards outlined in *Article 7, Land Development Code*.

Based upon these findings, Staff recommends approval of Conditional Use 22-25-CU.

Furthermore, given the traffic challenges on Highway 98 associated with Chick-Fil-A and other businesses, Staff recommends that the Council consider adding a condition that the proposed parking lot is only for Chick-Fil-A staff and customers and not intended for any other uses.

LOCAL PLANNING AGENCY RECOMMENDATION:

At the regularly scheduled Local Planning Agency (LPA) meeting on July 7, 2022, the Local Planning Agency unanimously recommended City Council approval of the proposed Conditional Use 22-25-CU.

IV. RECOMMENDED MOTION:

I move that the City Council approve Conditional Use 22-25-CU with the following condition:

- 1) The proposed parking lot shall be utilized by staff and customers of Chick-Fil-A ONLY.

Attachments:

1. CFA 4796 Destin - Offsite Parking Lot_v1
2. CFA Destin - Narrative Letter_v1

SITE DEVELOPMENT PLANS FOR DESTIN CHICK-FIL-A STORE #4796

LEGAL DESCRIPTION

PARCEL 1

A parcel of land lying in Township 2 South, Range 22 West, lying North of U.S. Highway 98 (formerly State Highway 115), lying in Okaloosa County, Florida, described as follows:

Commence at a mag nail with no identification on the South line of Lot 2 of "The Shores" a subdivision recorded in Plat Book 23, Page 50, of the Public Records of Okaloosa County Florida; thence go South 75°09'28" East along the Northerly right-of-way line of U.S. Highway 98 (100' R/W), 417.18 feet; thence go North 14°50'35" East along said right of way line, 10.00 feet; thence go South 75°09'28" East along said Northerly right of way line (110' R/W) 132.76 feet being the Southeast corner of Lot 4 of " ThðShores" subdivision; thence go North 03°58'59" West along said right of way line, 15.85 feet; thence go South 75°09'28" East along said Northerly right of way line (125' R/W) 3158.65 feet; thence go North 14°51'44" East 25.00 feet to a point said point being the Point of Beginning; thence go North 75°09'28" West along the North right of line of U.S. Highway 98 (150' R/W) 200.00 feet to a point; thence leaving said right of way go North 14°48'34" East 300.00 feet to a point; thence go North 75°02'58" West 200.00 feet to a point; thence go South 14°51'44" West 300.00 feet to the Point of Beginning.

Containing 1.376 acres +/-.

Said tract being one and the same as that certain tract of land conveyed to JPD Investments, Inc. by virtue of that certain Warranty Deed from Northwest Florida Properties, Inc. dated June 28, 1996, recorded July 1, 1996 in Official Records Book 2007, Page 2396, of the Public Records of Okaloosa County, Florida.

ALONG WITH

PARCEL 2

The North 84.71 feet of the East 164.55 feet of Parcel " B" as recorded in Official Records Book 3428, Page 4226 of the Public Records of Okaloosa County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of the aforementioned Parcel " B" and run thence South 14°50'13" West, along the east line of said Parcel " B" , for 84.71 feet; thence North 75°09'37" West, along a line 84.71 feet south of and parallel to the north line of Parcel " B" , for 164.55 feet to a point lying 80.00 feet east of and parallel to the west line of said Parcel " B"; thence along said parallel line North 14°50'13" East, for 84.71 feet to a point on the north line of said Parcel " B" ; thence South 75°09'37" East, along the north line of said Parcel " B" , for 164.55 feet to the POINT OF BEGINNING.

Containing 0.32 acres, more or less.

FLOOD ZONE NOTE

- THE LANDS BOUND BY THIS SURVEY ARE LOCATED WITHIN AN AREA HAVING FLOOD ZONE DESIGNATION X (AREA OF MINIMAL FLOOD HAZARD) BY THE FEDERAL MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NUMBER 12091CD488H, MAP REVISED DECEMBER 6, 2002.

DATUM NOTE

- THE ELEVATIONS SHOWN HEREON ARE REFERNECED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED UPON THE FOLLOWING FLORIDA DEPARTMENT OF NATURAL RESOURCES BENCHMARK: "OKA2", BRASS DISK IN CONCRETE STORM DRAIN;
- ELEVATION = 23.02' (NAVD88)

GENERAL NOTES

- CONTRACTOR SHALL HAVE ONE SIGNED COPY OF THE APPROVED PLANS AND THE APPROPRIATE STANDARDS AND SPECIFICATIONS ALONG WITH A COPY OF ANY PERMITS AND AGREEMENTS NEEDED FOR THE JOB ON-SITE AT ALL TIMES.
- CONTRACTOR SHALL MEET OR EXCEED ALL SITE WORK SPECIFICATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS FOR ALL MATERIALS AND CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY DURING CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS IS ENCOUNTERED.
- NO REVISION SHALL BE MADE TO THESE PLANS WITH OUT THE APPROVAL OF THE ENGINEER OF RECORD.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.
- ANY REFERENCE TO PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
- ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.

HWY 98
DESTIN, FL 32541
SECTION 00, TOWNSHIP 2 S, RANGE 22 W

CONTACTS

OWNER
CHICK-FIL-A
5200 BUFFINGTON ROAD
ATLANTA, GA 30349

ENGINEER
BOWMAN CONSULTING GROUP
910 SE 17TH ST SUITE 300
FT. LAUDERDALE, FL 33316
BILL PFEFFER, BRANCH MANAGER
954.314.8466
BPFEFFER@BOWMANCG.COM

SURVEYOR
O'NEAL SURVEYING & MAPPING, INC
267 JOHN KNOX ROAD, SUITE 207
TALLAHASSEE, FL 32303
850-270-2138

STORM DRAINAGE
OKALOOSA COUNTY NORTH STORM WATER DIVISION
1759 S. FERON BLVD., CRESTVIEW, FL 32536
TERRILL MATTHEWS, OPERATIONS MANAGER
850-689-5772
TMATTHEWS@MYOKALOOSA.COM

NORTHWEST FLORIDA MANAGEMENT DISTRICT
81 WATER MANAGEMENT DRIVE, HAVANA, FL 32333
DANA PALERMO
850-683-5044 EXT. 211
DANA.PALERMO@NFWFATER.COM

TELEPHONE/INTERNET
UNITI FIBER
3542 W. ORANGE AVE., TALLAHASSEE, FL 32310
JOHN HALLEY
251-753-8695

WATER DISTRIBUTION
DESTIN WATER USERS, INC (DWU)
218 MAIN STREET
DESTIN, FL 32541
MARK JACKSON, UTILITIES DIRECTOR
850-837-6146 EXT. 107

SANITARY SEWER
OKALOOSA COUNTY WATER & SEWER
1804 LEWIS TURNER BLVD., FT. WALTON BEACH, FL 32547
JEFF LITRELL, UTILITIES DIRECTOR
850-651-7171

TRAFFIC ENGINEERING
OKALOOSA COUNTY TRAFFIC OPERATIONS
1759 S. FERDON BLVD., CRESTVIEW BLVD, FL 32536
JASON AUTRY, MANAGER
850-689-5772
ENGINFO@MYOKALOOSA.COM

HEALTH DEPARTMENT
FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION (DBPR) - DIVISION OF HOTELS AND RESTAURANTS
2601 BLAIRSTONE ROAD
TALLAHASSEE, FL 32399
DBPR REPRESENTATIVE
850-487-1395
DHR.PLANREVIEW@MYFLORIDALICENSE.COM

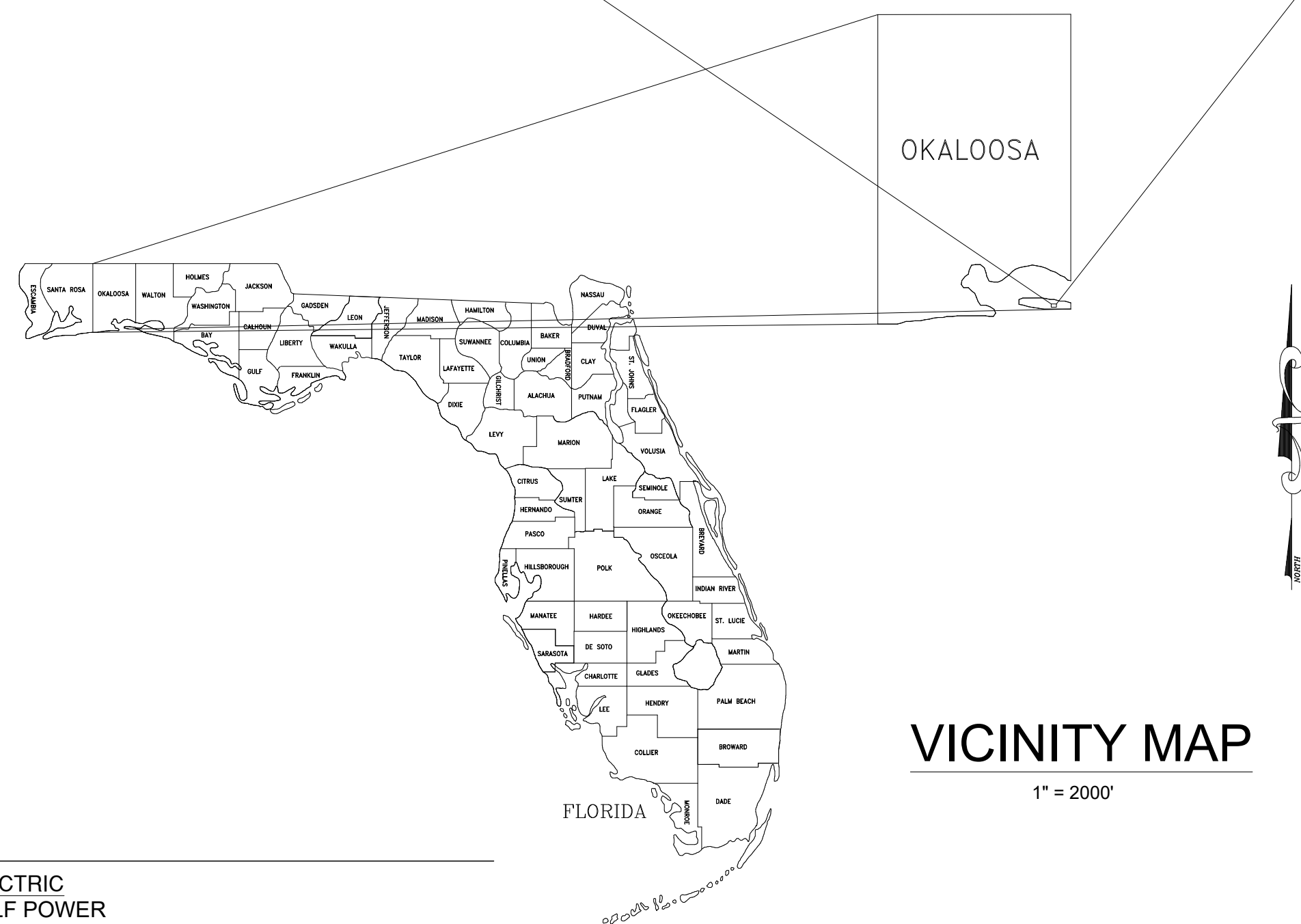
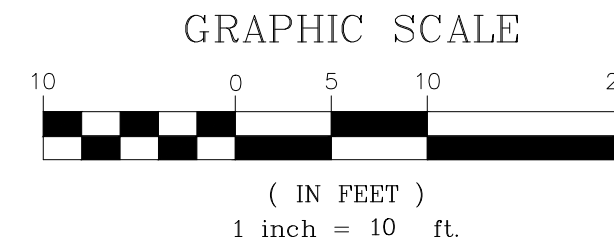
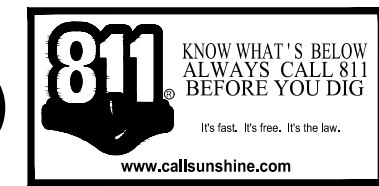
ELECTRIC
GULF POWER
34854 EMERALD COAST PKWY, VALPARAISO, FL 32580
AREA ENGINEERING
850-505-5567

GAS SERVICE
OKALOOSA GAS DISTRICT
364 VALPARAISO PKWY, VALPARAISO, FL 32580
ESSA RHEBI
850-729-4870

EROSION CONTROL
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
2600 BLAIR STONE ROAD, TALLAHASSEE, FL 32399
MR. B. SEAN CLAYPOOL, DATA ENTRY OPERATOR: NPDES STORMWATER PROGRAM
866-336-6312
BYRON.CLAYPOOL@DEP.STATE.FL.US

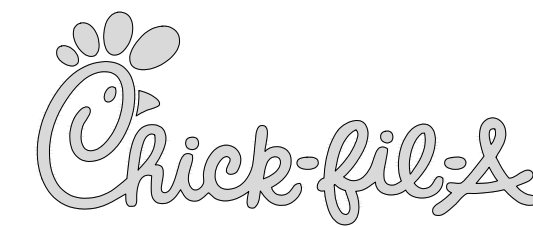
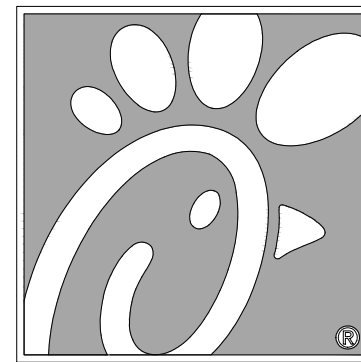
FIRE PROTECTION
DESTIN FIRE CONTROL DISTRICT
848 AIRPORT ROAD
DESTIN, FL 32541
MATT TAYLOR, FIRE MARSHAL
850-837-8413, EXT 204
MTAYLOR@DESTINFIRE.COM

SOLID WASTE DISPOSAL
WASTE MANAGEMENT, INC
850-862-7141



VICINITY MAP
1" = 2000'

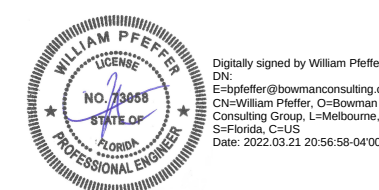
SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
C-1.0	COVER SHEET
C-1.1	EXISTING CONDITIONS PLAN
C-1.2	DEMOLITION PLAN
C-2.0	SITE PLAN
C-3.0	GRADING AND DRAINAGE PLAN
C-5.0	SITE AND DRAINAGE DETAILS



5200 Buffington Rd.
Atlanta Georgia,
30349-2998

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Seal



WILLIAM PFEFFER, P.E.
LICENSE NO. 73058
3/21/2022

CHICK-FIL-A
DESTIN RELOCATION
HIGHWAY 98 E
DESTIN, FL 32541

FSU# 4796

REVISION SCHEDULE
NO. DATE DESCRIPTION

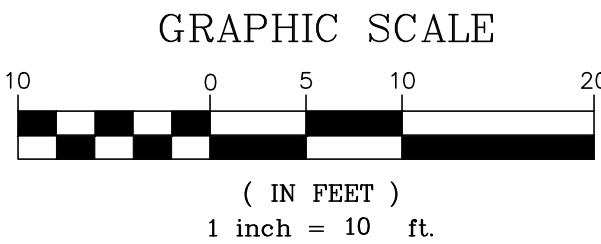
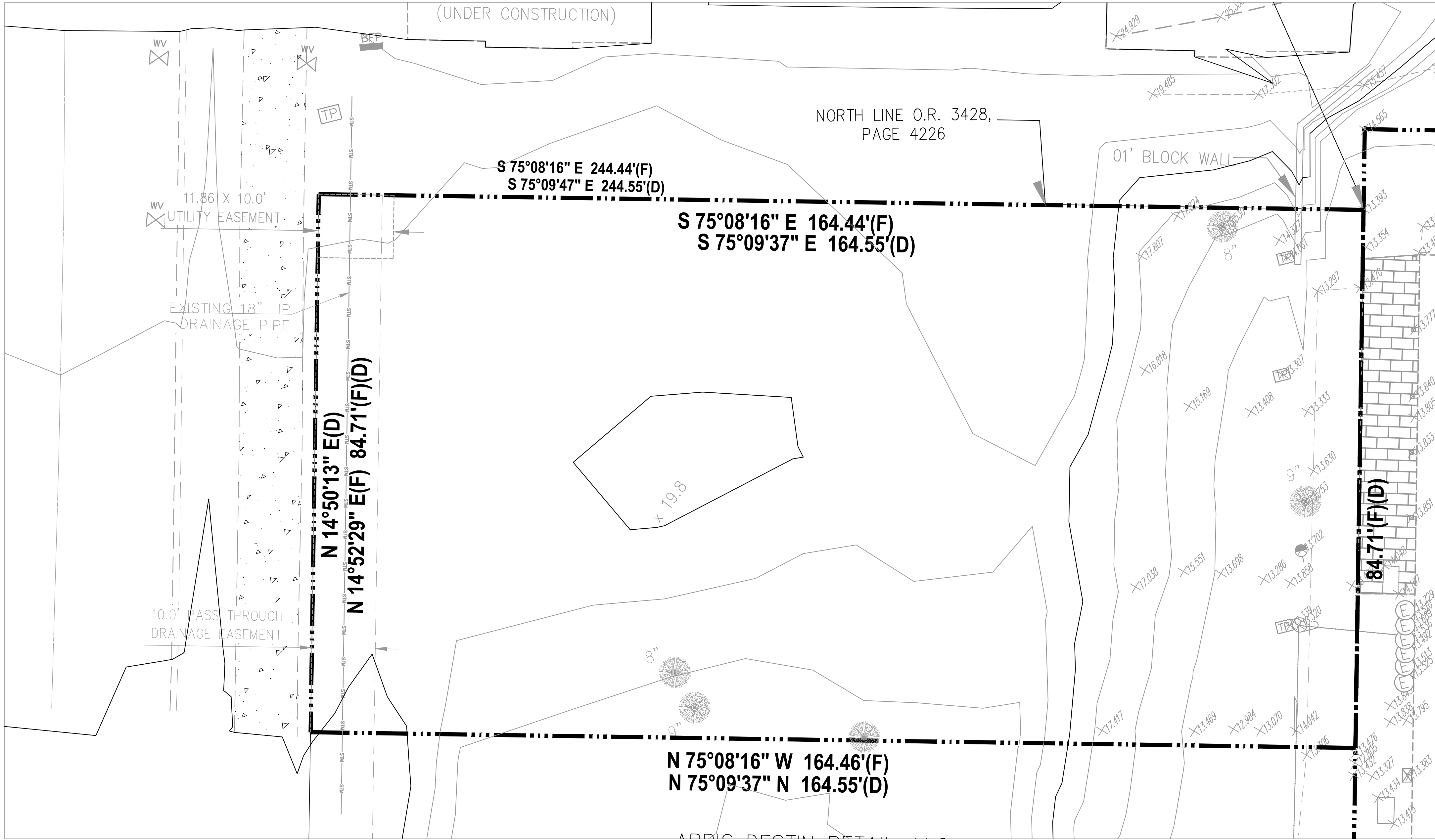
1. 2017-02-29
2. 010014-01-126
3. PERMIT
4. 3/21/2022
5. JL

FOR PERMIT
CURRENT DESIGN
NOTE APPLIED
PROJECT #
PRINTED FOR
DATE
DRAWN BY

2017-029
010014-01-126
PERMIT
3/21/2022
JL
SHEET
COVER SHEET
SHEET NUMBER

C-1.0

THIS DOCUMENT, TOGETHER WITH THE CONDITIONS AND SPECIFICATIONS PRESENTED HEREIN, IS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHOM IT WAS PREPARED. REUSE OF ANY INFORMATION RELAYED ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ASSUMPTION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.



LEGEND

PROPERTY LINE

- EX. CONCRETE SIDEWALK
- EX. CONCRETE D CURB
- EX. CONCRETE F CURB
- EX. POWER POLE
- EX. GUY WIRE
- EX. EDGE OF PAVEMENT
- EX. EDGE OF SIDEWALK
- EX. TELEPHONE PEDESTAL
- EX. OVERHEAD ELECTRIC
- EX. IRRIGATION CONTROL VALVE
- EX. WATER VALVE
- EX. BACKFLOW PREVENTER

SOIL CLASSIFICATION

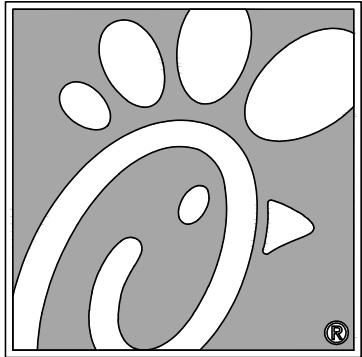
- THE SOIL SURVEY OF OKALOOSA COUNTY, FLORIDA AS PREPARED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), SOIL CONSERVATION SERVICE (SCS), LATER RENAMED THE NATURAL RESOURCE CONSERVATION SERVICE (NRCS), DATED AUGUST 1989, IDENTIFIES THE NATIVE SOIL TYPES AT THE SUBJECT SITE AS NEWHAN-COROLLA COMPLEX, 2 TO 30 PERCENT SLOPES (18) AND URBAN LAND (27).

FLOOD ZONE NOTE

- THE LANDS BOUND BY THIS SURVEY ARE LOCATED WITHIN AN AREA HAVING FLOOD ZONE DESIGNATION X (AREA OF MINIMAL FLOOD HAZARD) BY THE FEDERAL MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NUMBER 12091CD488H, MAP REVISED DECEMBER 6, 2002.

DATUM NOTE

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- ELEVATION = 23.02' (NAVD88)

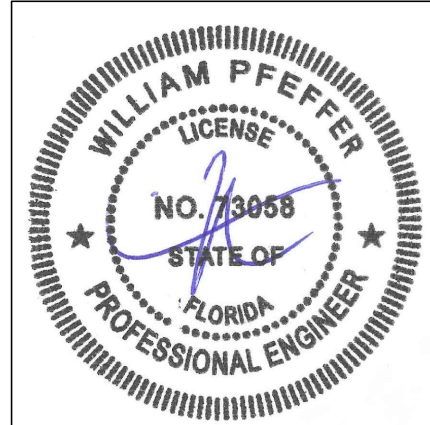


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LICENSE NO. 73058
3/21/2022

CHICK-FIL-A
DESTIN RELOCATION
HIGHWAY 98 E
DESTIN, FL 32541

FSU# 4796

REVISION SCHEDULE	NO.	DATE	DESCRIPTION
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FOR PERMIT

CURRENT DESIGN	2017-029
NOTE APPLIED	
PROJECT #	010014-01-126
PRINTED FOR	PERMIT
DATE	3/21/2022
DRAWN BY	JL

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SHEET

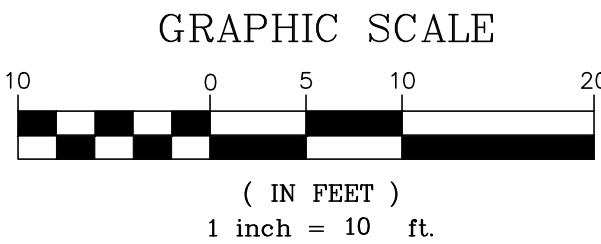
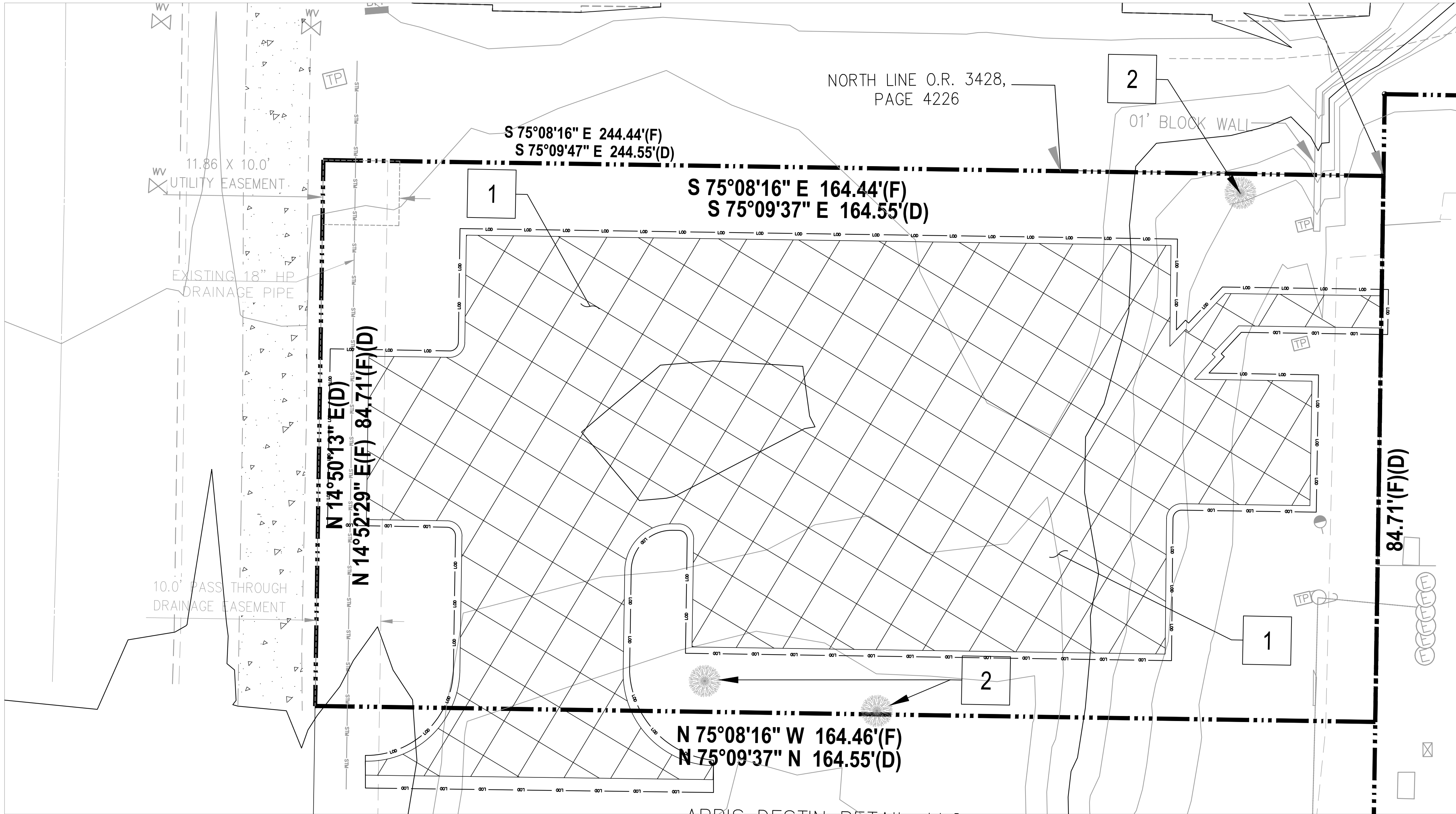
EXISTING CONDITIONS

PLAN

SHEET NUMBER

C-1.1

THIS DOCUMENT, TOGETHER WITH THE CONCEPT AND DESIGN PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHOM IT WAS PREPARED. REUSE OF ANY INFORMATION RELAYED ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ASSUMPTION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.



LEGEND	
DEMO OPEN SPACE	
LIMIT OF DISTURBANCE	
PROPERTY LINE	
EX. CONCRETE SIDEWALK	
EX. CONCRETE D CURB	
EX. CONCRETE F CURB	
EX. POWER POLE	
EX. GUY WIRE	
EX. EDGE OF PAVEMENT	
EX. EDGE OF SIDEWALK	
EX. TELEPHONE PEDESTAL	
EX. OVERHEAD ELECTRIC	
EX. IRRIGATION CONTROL VALVE	
EX. WATER VALVE	
EX. BACKFLOW PREVENTER	

DEMOLITION NOTES

- 1 LANDSCAPED AREA TO BE REMOVED
- 2 EXISTING TREE TO REMAIN

GENERAL DEMOLITION NOTES

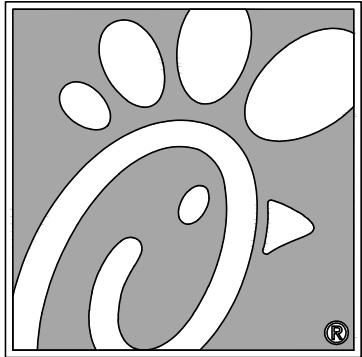
1. THE LOCATION OF THE UTILITIES SHOWN HAVE BEEN DETERMINED BY INFORMATION GATHERED AND SHALL NOT BE USED AS EXACT. CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANIES TO VERIFY EXACT LOCATIONS PRIOR TO DEMOLITION.
2. THE CONTRACTOR SHALL COORDINATE WITH THE PROPER UTILITY COMPANIES FOR REMOVAL AND RELOCATIONS OF THE RESPECTIVE UTILITY. THE CONTRACTOR SHALL VERIFY ANY WORK THAT MAY BE DONE BY THE UTILITY COMPANIES.
3. CONTRACTOR SHALL PROTECT THE PUBLIC WITH BEST MANAGEMENT PRACTICES.
4. CONTRACTOR SHALL PROTECT AND MAINTAIN ALL STRUCTURES, PAVEMENT, AND VEGETATION THAT IS NOT TO BE DISTURBED AND IS RESPONSIBLE FOR ANY DAMAGES TO THEM.
5. THE CONTRACTOR SHALL PROPERLY DISPOSE OF ALL MATERIALS RESULTING FROM THE WORK, ACCORDING TO GOVERNING AUTHORITIES AND SHALL OBTAIN THE PROPER PERMITS REQUIRED FOR DISPOSAL AND DEMOLITION.
6. THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENT CONTROL DEVICES PRIOR TO DEMOLITION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SERVICES TO ANY NECESSARY UTILITIES DURING CONSTRUCTION.
8. FOR ALL ITEMS NOTED TO BE REMOVED, REMOVE NOT ONLY THE ABOVE GROUND ELEMENTS, BUT ALSO REMOVE ALL UNDERGROUND ELEMENTS AS WELL INCLUDING, BUT NOT LIMITED TO; FOUNDATIONS, GRAVEL FILLS, TREE ROOTS, PIPES, TANKS, ETC.
9. BACKFILL ALL EXCAVATIONS RESULTING FROM THE DEMOLITION WORK MEETING THE REQUIREMENTS FOR FILL OUTLINED IN THE GEOTECHNICAL INVESTIGATION REPORT FOR THIS SITE.
10. THE CONTRACTOR SHALL REFER TO THE ASBESTOS REPORT TO DETERMINE IF ASBESTOS ABATEMENT IS REQUIRED. IF REQUIRED, ASBESTOS AND ANY OTHER HAZARDOUS MATERIAL SHALL BE PROPERLY PERMITTED AND REMOVED BY THE CONTRACTOR. CONTRACTOR SHALL SECURE ALL PERMITS FOR DEMOLITION AND REMOVAL OF MATERIALS FROM THE SITE.
11. LIMIT SAW-CUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE PLANS. ANY DAMAGE TO ANY SURROUNDING AREAS SHALL BE REPAIRED / REPLACED AT THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PROTECT ADJACENT STRUCTURES, PAVEMENT, UTILITIES, LANDSCAPE, ETC. FROM DAMAGE DURING CONSTRUCTION.
12. CONTRACTOR SHALL ENSURE THAT SERVICES TO ALL UTILITIES TO BE REMOVED HAS BEEN DISCONTINUED AND SHUT OFF. ALL UTILITY LINES SHALL BE CAPPED PER UTILITY COMPANY STANDARDS.
13. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANS TO DETERMINE IF EXISTING PERIMETER TREES/LANDSCAPING ARE TO REMAIN OR BE REMOVED.

CITY OF DESTIN DUST CONTROL REQUIREMENTS:

1. GRADING OPERATIONS WILL NOT BE CONDUCTED WHEN WINDS EXCEED 20 MILES PER HOUR.
2. WATER WILL BE APPLIED WITH HOSE OR WATER TRUCK, AS NECESSARY, DURING EXCAVATION ACTIVITIES.
3. CONTRACTOR SHALL ENSURE THAT ANY OPEN-BODIED TRUCKS, TRAILERS OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER SHALL BE COVERED OR WETTED TO MINIMIZE DUST GENERATION DURING TRANSPORT.
4. STOCKPILED MATERIAL SHALL BE COVERED OR WETTED, AS REQUIRED, TO MINIMIZE DUST GENERATION DURING HIGH WIND CONDITIONS.
5. CONTRACTOR SHALL MINIMIZE THE HEIGHTS INVOLVED IN TRANSFER PROCESSES INVOLVING FREE FALL OF SOIL OR OTHER PARTICULATE MATTER TO MINIMIZE DUST EMISSIONS.
6. WATER WILL BE APPLIED BY HOSE OR WATER TRUCK, AS NECESSARY, TO UNPAVED SURFACES, INCLUDING ADJACENT RIGHT-OF-WAYS, OR ANY OTHER SURFACE THAT COULD CREATE AIRBORNE DUST.
7. GROUND COVER WILL BE PLACED FOR ALL OPEN AREAS IMMEDIATELY AFTER CONSTRUCTION ACTIVITIES HAVE COMPLETED.
8. DESIGNATED ROUTES WITHIN THE JOB SITE THAT WILL BE USED BY VEHICLES TRANSPORTING SOIL OR OTHER MATERIALS TO AND FROM THE SITE SHALL BE CLEARLY INDICATED.
9. CONTRACTOR SHALL PROVIDE BRUSHES, BROOMS, WATER, OR PRESSURE WASHERS, AS REQUIRED, TO REMOVE SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER FROM VEHICLE TIRES AND UNDERCARRIAGES PRIOR TO LEAVING THE SITE IN ORDER TO PREVENT THE TRACKING OUT OF SAID SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER ONTO THE ADJACENT RIGHT-OF-WAYS.
10. MAXIMUM SPEED OF CONSTRUCTION EQUIPMENT OR MATERIAL DELIVERIES SHALL BE 20 MILES PER HOUR.
11. ANY SOIL, SAND AND OTHER MATERIAL DEPOSITED OR EMITTED ONTO ANY RIGHT-OF-WAY NEAR THE SITE SHALL BE REMOVED WITHIN 48 HOURS.
12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ANY DUST CONTROL SYSTEMS AND/OR DEVICES, INCLUDING BUT NOT LIMITED TO WATER APPLICATION SYSTEMS, FILTER REPLACEMENT, OR DAILY REMOVAL OF EXCESS DUST FROM CONTAINMENT AREAS ARE IN PROPER WORKING CONDITIONS PER MANUFACTURER'S REQUIREMENTS OR STANDARD INDUSTRY PRACTICE.
13. MONITORING OF DUST EMISSIONS SHALL BE DONE TO ENSURE COMPLIANCE WITH RELEVANT REGULATORY REQUIREMENTS.
14. CONTRACTOR SHALL MAINTAIN A DAILY DUST CONTROL CHECKLIST AND SHALL PROVIDE TO THE CITY UPON REQUEST TO DOCUMENT COMPLIANCE WITH THESE REQUIREMENTS, AND MAINTAIN AT THE JOB SITE AT ALL TIMES.
15. THE CONTRACTOR SHALL PROVIDE TO THE CITY A COPY OF THE DAILY DUST CONTROL CHECKLIST ON WHICH THE CONTRACTOR SHALL DOCUMENT THE COMPLIANCE OF THE MITIGATION ACTIVITIES DETAILED IN THE DUST CONTROL PLAN.

CITY OF DESTIN VIBRATION IMPACT MITIGATION REQUIREMENTS:

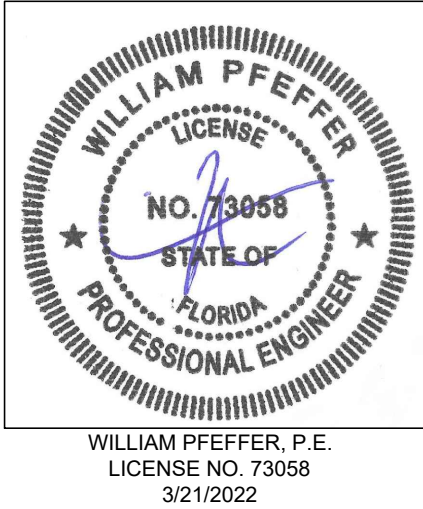
1. ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO: PILE DRIVING, EARTHWORK COMPACTION, CONCRETE AND ASPHALT BREAKING WILL NOT TRANSMIT VIBRATIONS TO SENSITIVE RECEPTORS AT OR ABOVE THE FEDERAL TRANSIT ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMAGE THRESHOLD OF 95 VIBRATION DECIBELS (VDB).
2. FOR ANY ACTIVITY EXCEEDING 80 VDB THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE CITY OF DESTIN WITH A VIBRATION MINIMIZATION AND MITIGATION PLAN TO REDUCE IMPACTS TO THE SURROUNDING AREAS.
3. GENERAL CONTRACTOR FOR THE PROJECT SHALL ADHERE TO THE VIBRATION IMPACT MITIGATION PLAN DURING THE CONSTRUCTION OF THE PROJECT.
4. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY FOR REVIEW AND APPROVAL A WRITTEN VIBRATION IMPACT MITIGATION PLAN. THE PLAN MUST BE PREPARED, SIGNED, DATED AND SEALED BY A FLORIDA-REGISTERED PROFESSIONAL ENGINEER.



5200 Buffington Rd.
Atlanta Georgia,
30349-2998



Seal



CHICK-FIL-A
DESTIN RELOCATION
HIGHWAY 98 E
DESTIN, FL 32541

FSU# 4796

REVISION SCHEDULE
NO. DATE DESCRIPTION

FOR PERMIT

CURRENT DESIGN
NOTE APPLIED 2017-029
PROJECT # 010014-01-126
PRINTED FOR PERMIT
DATE 3/21/2022
DRAWN BY JL

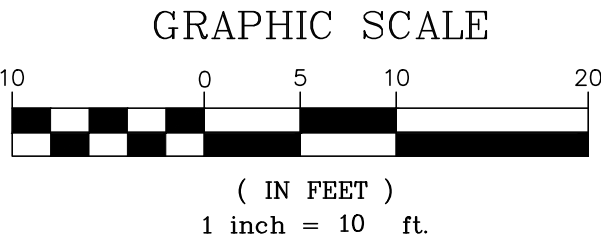
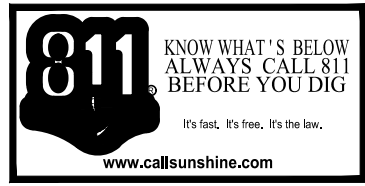
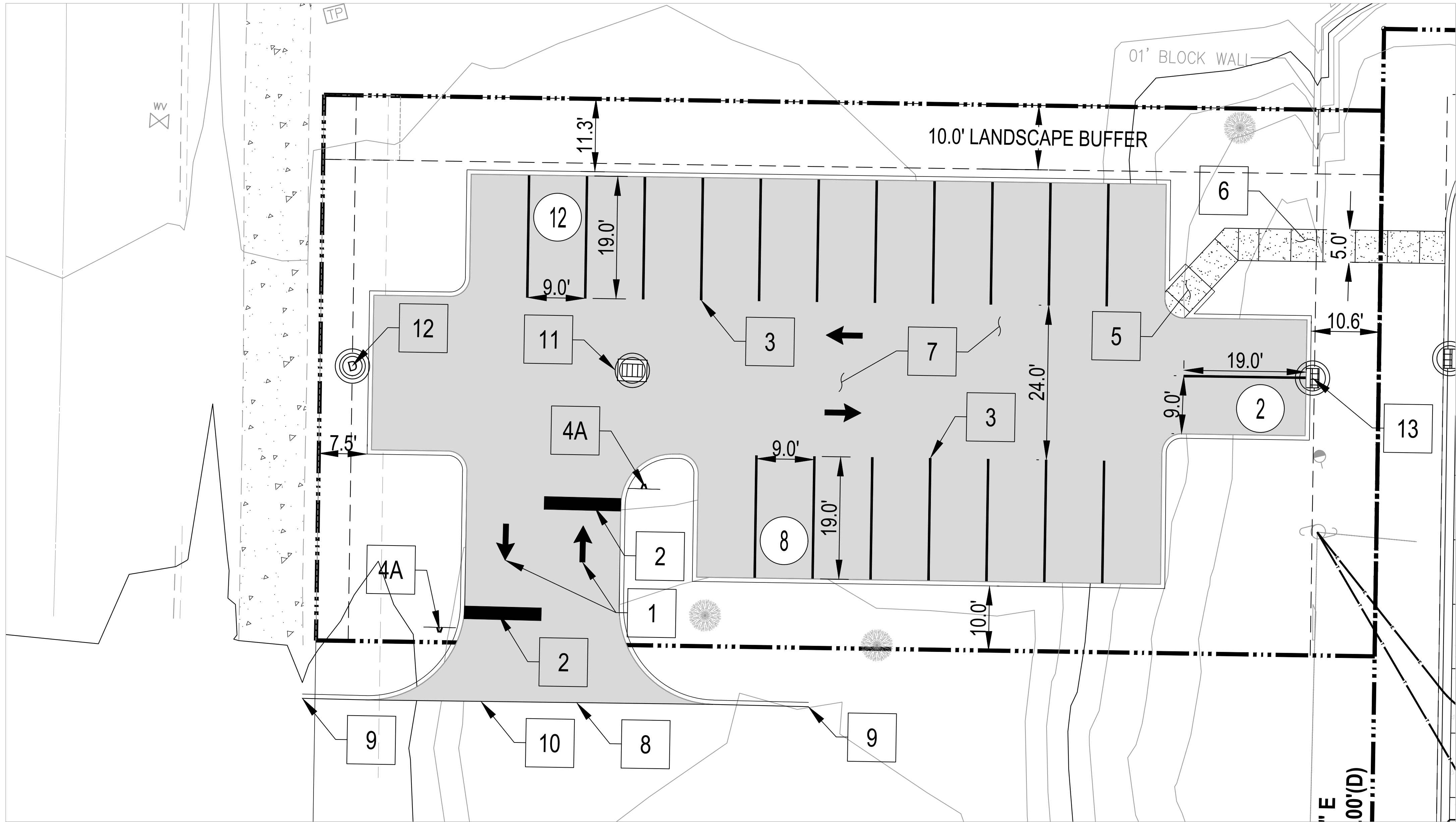
Information contained on this drawing and in all digital files produced for above named project may not be reproduced in any manner without express written or verbal consent from authorized project representatives.

SHEET
DEMOLITION PLAN

SHEET NUMBER

C-1.2

THIS DOCUMENT, TOGETHER WITH THE COMMENTS AND RECORDS PRESENTED HEREIN, IS AN INSTRUMENT OF SERVICE, & INTENDED ONLY FOR THE EXACT PURPOSE AND SCOPE FOR WHICH IT WAS PREPARED. REUSE OF ANY MATERIAL HEREON IN ANY MANNER WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.



LEGEND	
PROP. ASPHALT DRIVE	EX. CONCRETE SIDEWALK
PROP. CONC. SIDEWALK	EX. CONCRETE D CURB
PROP. TYPE "D" CURB	EX. CONCRETE F CURB
PROP. PARKING STRIPE	EX. POWER POLE
PROP. SITE SIGNAGE	EX. GUY WIRE
PROP. SITE INLET	EX. EDGE OF PAVEMENT
	EX. EDGE OF SIDEWALK
	EX. TELEPHONE PEDESTAL
	EX. OVERHEAD ELECTRIC
	EX. IRRIGATION CONTROL VALVE
	EX. WATER VALVE
	EX. BACKFLOW PREVENTER
PROP. MANHOLE COVER	

FLOOD ZONE NOTE

1. THE LANDS BOUND BY THIS SURVEY ARE LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "X" (AREA OF MINIMAL FLOOD HAZARD) BY THE FEDERAL MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NUMBER 12091CD488H, MAP REVISED DECEMBER 6, 2002.

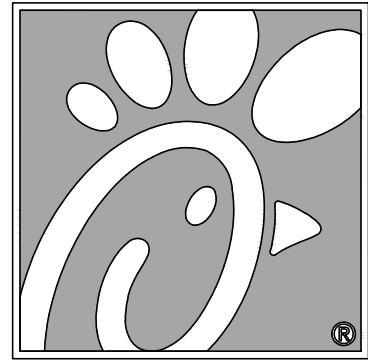
SITE SUMMARY	
ZONING	TOWN CENTER MIXED USE (TCMU)
FLU	TOWN CENTER MIXED USE (TCMU)
OVERLAY	TOWN CENTER MIXED USE (TCMU)
USE	PARKING LOT
TYPE OF CONSTRUCTION	COMMERCIAL
PARCEL ID	00-2S-22-0000-0013-019A
LOT	
SIZE	85' X 165'
PARKING	
STALL SIZE	9' X 19'
PROVIDED	22

LANDSCAPE BUFFERS		
SETBACKS	REQUIRED	PROVIDED
FRONT (SOUTH)	0'	10'
REAR (NORTH)	10'	11.3'
SIDE (EAST)	5'	7.5'
SIDE (WEST)	10'	10.6'

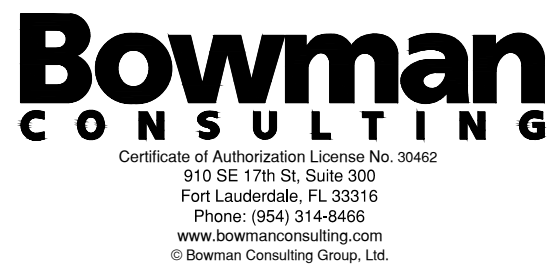
CHICK-FIL-A SITE CALCULATIONS			
Area	SF	Acres	%
Total	13930	0.32	100.00
Pervious	5920	0.14	42.50
Impervious	8010	0.18	57.50
Pavement	7194	0.17	51.64

SITE NOTES

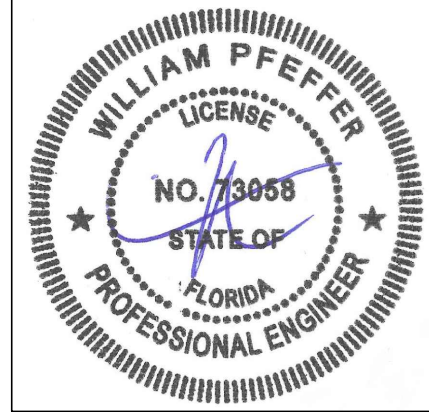
1. CONST. DIRECTIONAL ARROW (TYP.)
2. CONST. STOP LINE GRAPHIC PER FDOT STANDARD PLANS INDEX 711-001
3. CONST. STANDARD PARKING STALL
4. DIRECTIONAL SIGNAGE (REFER TO SIGN PACKAGE FOR MORE DETAILS)
- 4A. STOP SIGN (R1-1) PER FDOT STANDARD PLANS INDEX 700-010
5. CONST. 6" SIDEWALK RAMP @ 1:12 SLOPE
6. CONST. TYPICAL CONCRETE SIDEWALK
7. CONST. ASPHALT PAVEMENT
8. CONST. PAVEMENT EDGE
9. CONNECT TO EXISTING CURB/GUTTER
10. CONNECT TO EXISTING EDGE OF PAVEMENT
11. CONST. TYPE C INLET
12. CONST. STORM MANHOLE
13. CONST. TYPE 9 CURB INLET



5200 Buffington Rd.
Atlanta Georgia,
30349-2998



Seal



WILLIAM PFEFFER, P.E.
LICENSE NO. 73058
3/21/2022

CHICK-FIL-A
DESTIN RELOCATION
HIGHWAY 98 E
DESTIN, FL 32541

FSU# 4796

REVISION SCHEDULE		DESCRIPTION
NO.	DATE	

FOR PERMIT

CURRENT DESIGN	2017-029
NOTE APPLIED	
PROJECT #	010014-01-126
PRINTED FOR	PERMIT
DATE	3/21/2022
DRAWN BY	JL

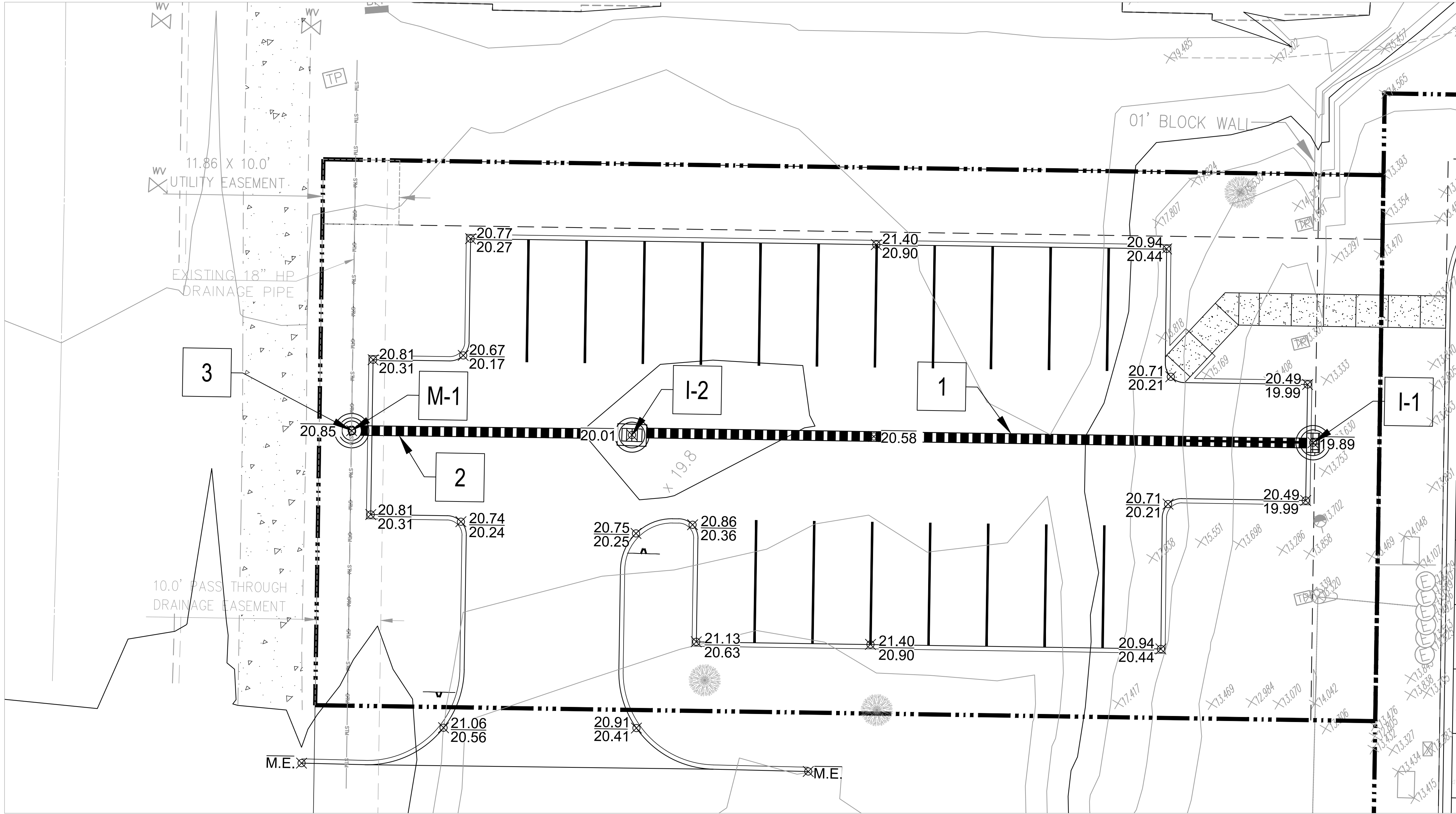
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SHEET PLAN

SHEET NUMBER

C-2.0

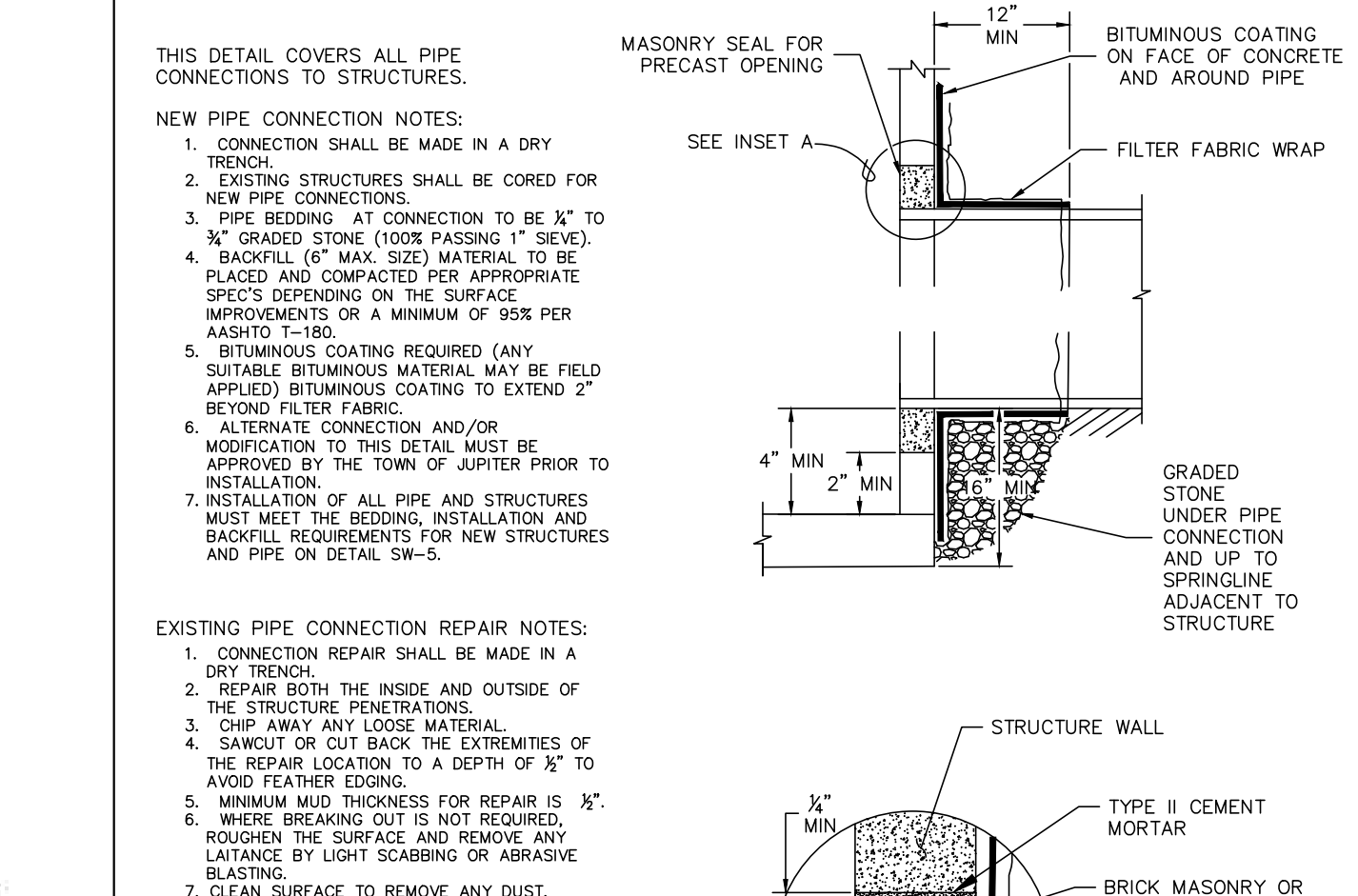
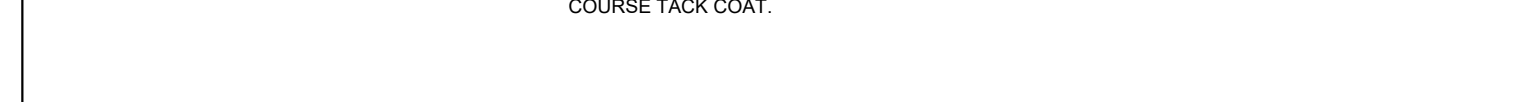
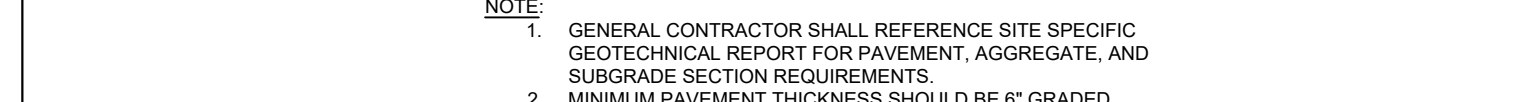
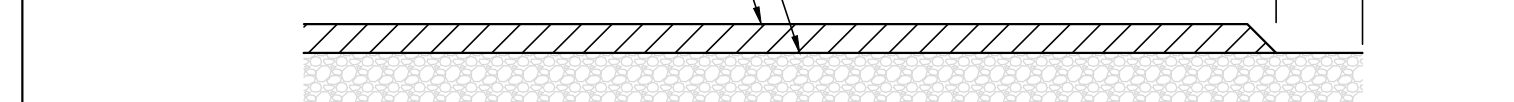
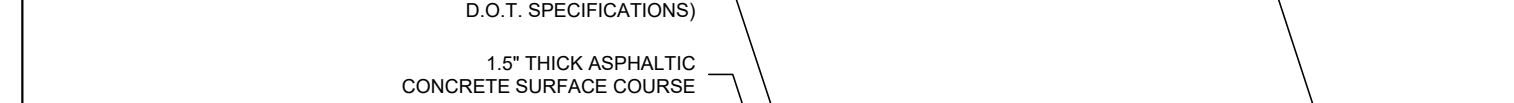
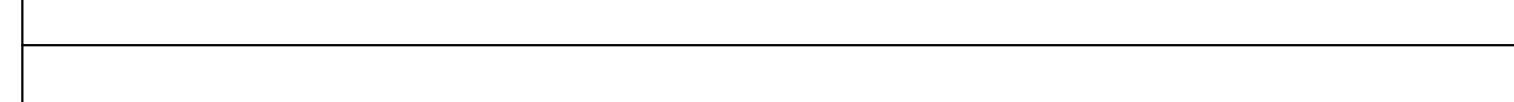
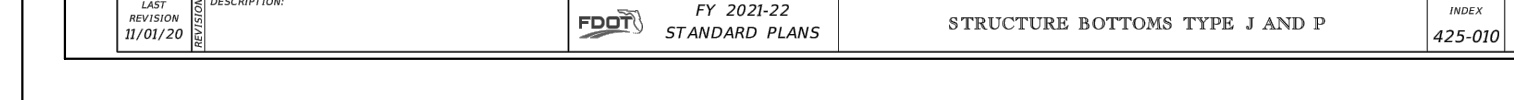
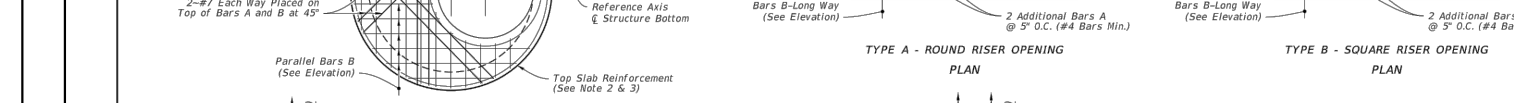
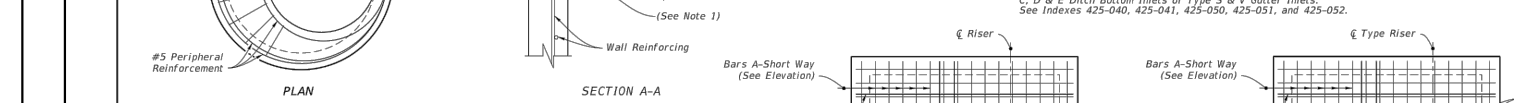
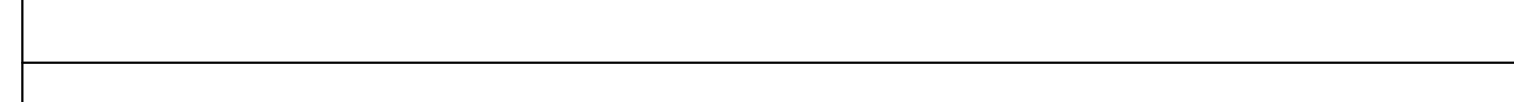
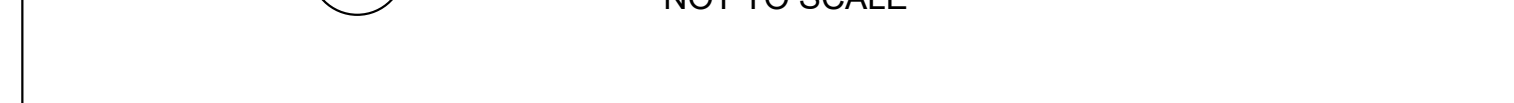
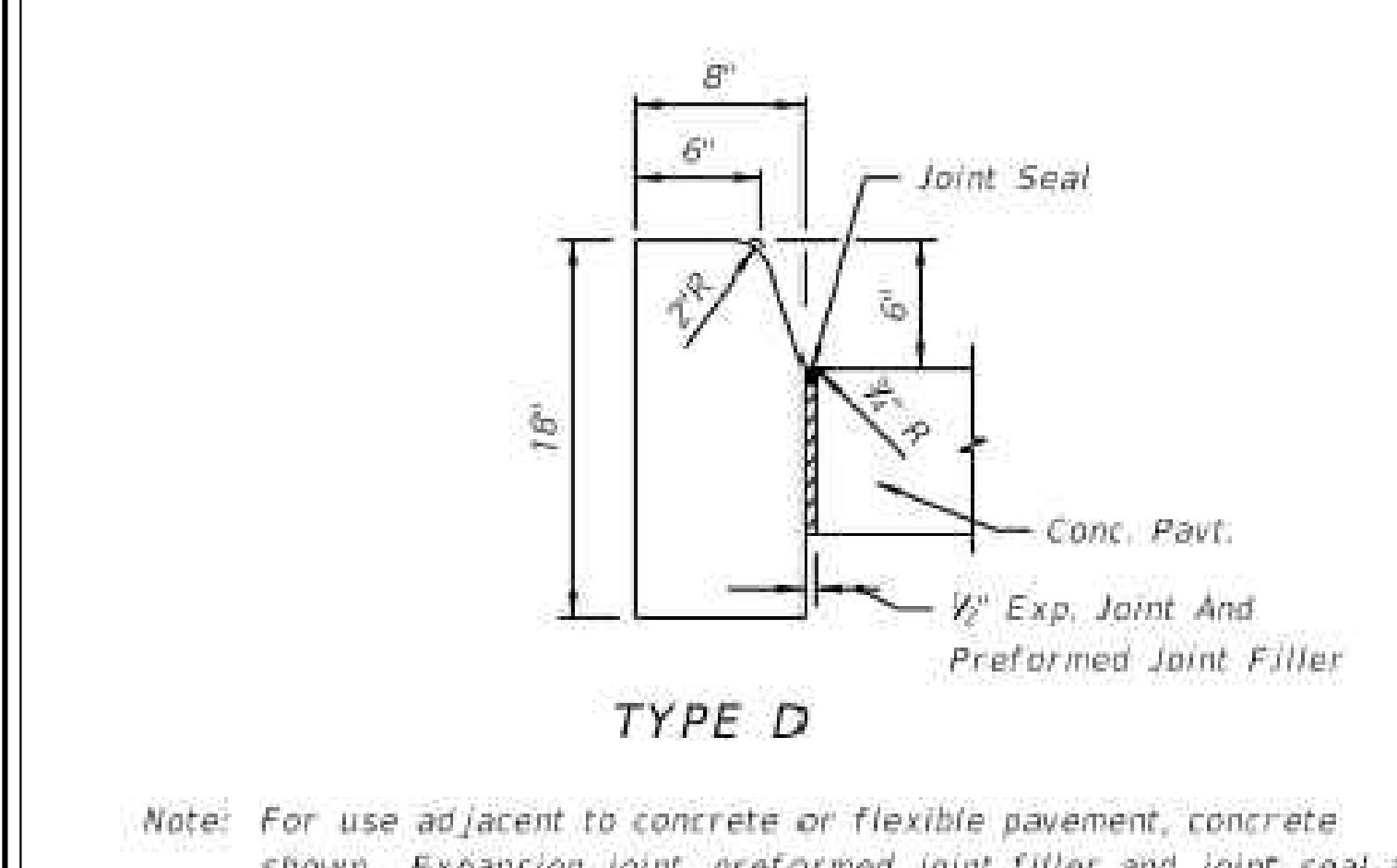
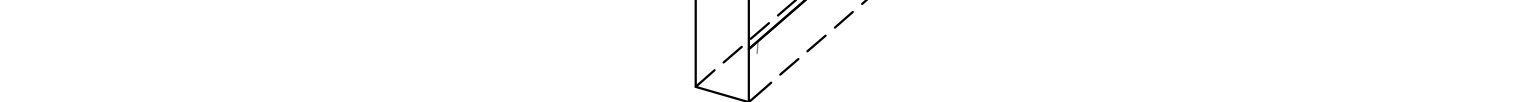
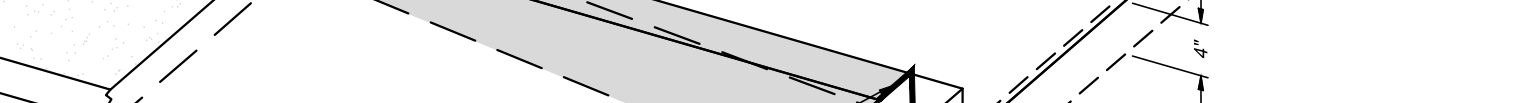
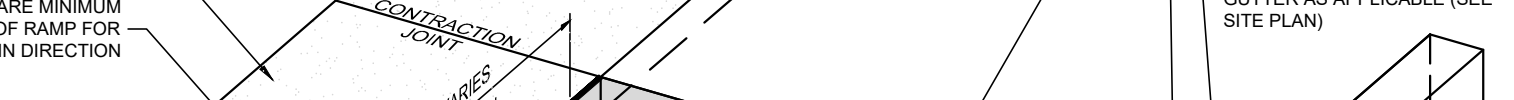
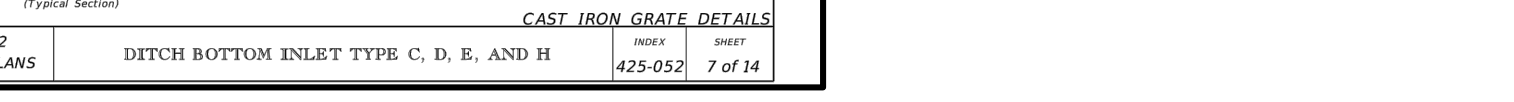
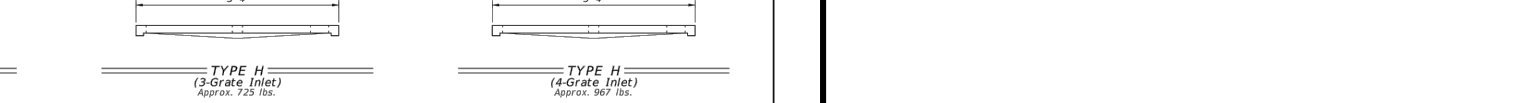
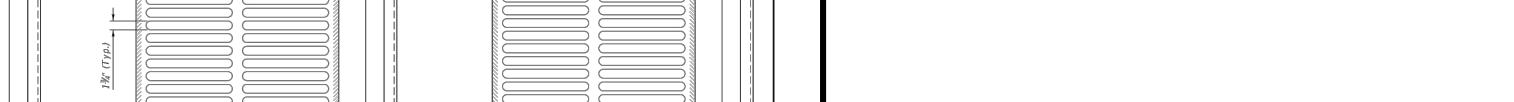
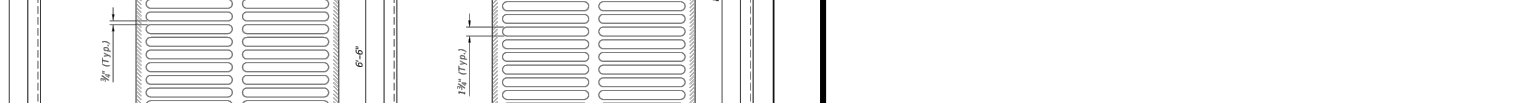
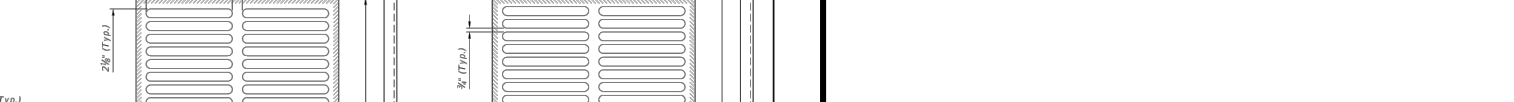
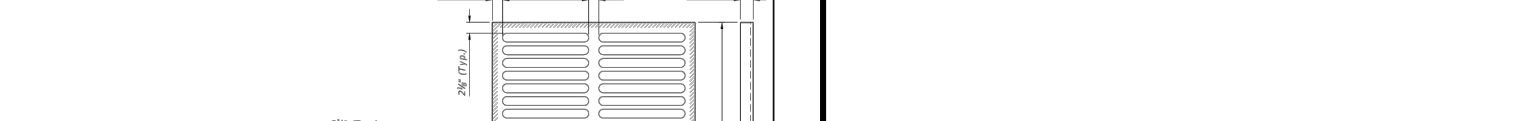
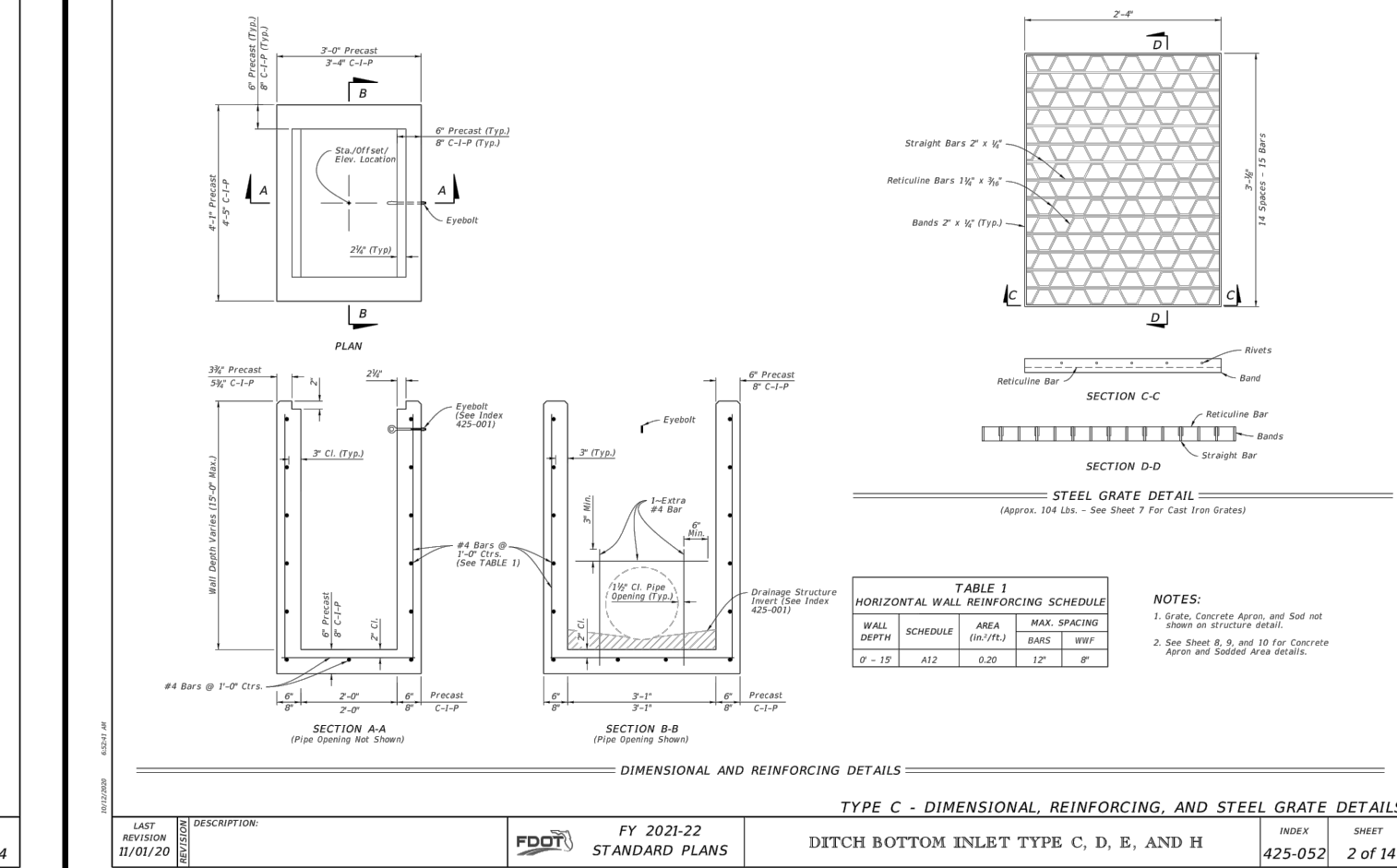
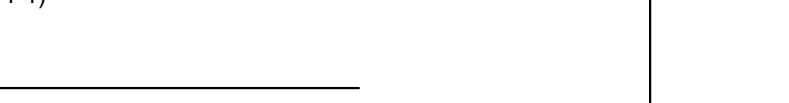
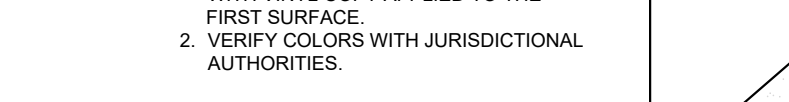
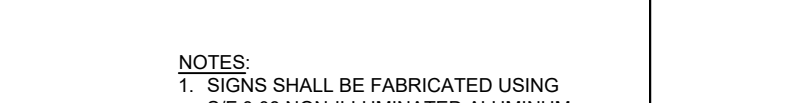
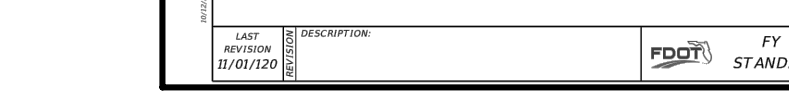
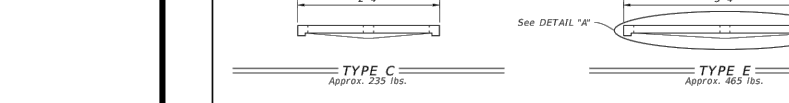
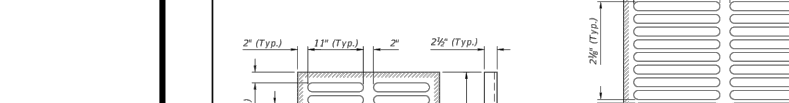
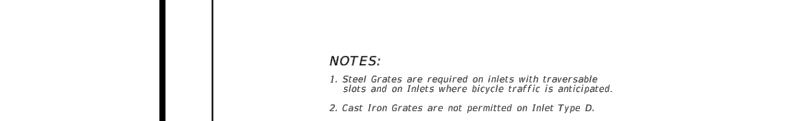
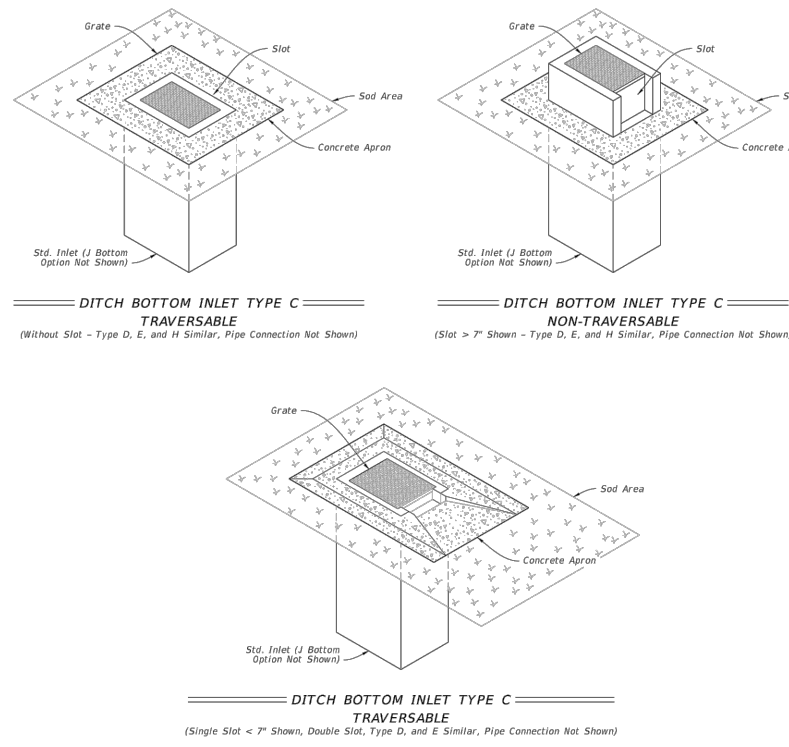
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- GENERAL NOTES:
1. Work this sheet with sheets 425-001 and 425-002.
 2. Details of proposed items shall comply to standard or listed to "I" values.
 3. All reinforcing in 6" x 6" bars with 2" minimum cover unless otherwise noted. All bar ends shall be 18" minimum unless otherwise specified. Provide one additional bar for each end of each side of plate bending.
 4. Use concrete shown on every adjacent sheet and finish with non-reflective, dark gray finish unless noted on other sheets.
 5. Quantities are for informational and estimating purposes only.

TABLE OF CONTENTS	
Sheet	Description
1	General Notes and Details
2	Type C - Dimensional, Reinforcing, and Steel Details
3	Type D - Dimensional, Reinforcing, and Steel Details
4	Type E - Dimensional, Reinforcing, and Steel Details
5	Type F - Dimensional, Reinforcing, and Steel Details
6	Type G - Dimensional, Reinforcing, and Steel Details
7	Type H - Dimensional, Reinforcing, and Steel Details
8	Non-Transferable Steel Details
9	Transferable Steel Details
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100	Transferable Steel Details



21 March 2022

Re: Proposed Parking Area

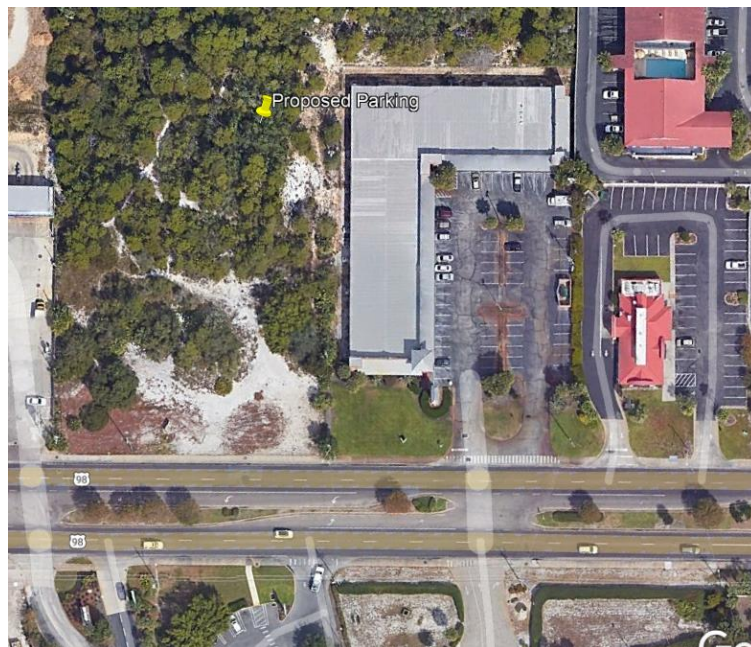
1015 US Highway 98 E Destin, FL 32541

Parcel ID: 00-2S-22-0000-0013-019A
Zoning District: Town Center Mixed Use (TCMU)
Future Land Use: Town Center Mixed Use (TCMU)
Request: Proposal to build additional parking area for the Chick-fil-A restaurant.

Narrative Letter

The applicant (Chick-Fil-A, Inc) is looking to purchase a section of the parcel located at 1015 Highway 98 East. The underdeveloped parcel is currently vacant and has vegetation along with trees. The applicant seeks to construct a parking area consisting of 22 parking spaces with affiliated drainage infrastructure, driveway access, and sidewalk access. This parcel will be used as an extra parking area for CFA employees.

The ±0.32-acre parcel is associated with parcel ID 00-2S-22-0000-0013-019A. The parcel is part of the Charles Development order (DO). The applicant will be deviating from the Charles DO and developing the parking lot independently. The site is zoned Town Center Mixed Use (TCMU) with the same future land use. A conditional use permit will be filed with the city of Destin since a parking lot is a conditional use in the current zoning district.



If you have any questions or require additional information, please do not hesitate to contact us,

A handwritten signature in blue ink, appearing to be 'Jenny Baez', with a stylized, cursive script.

Jenny Baez

Branch Manager

jbaez@bowman.com

954.314.8468

Bowman

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 1, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 5.D.

TO: City Council

THRU: Webb Warren, Deputy City Manager
Lance Johnson, City Manager
Karen Jankowski, HR Manager

FROM: Kyle Bauman, City Attorney

DATE: July 25, 2022

SUBJECT: First reading of Ordinance 109.11 - Amending the City's Personnel Rules and Regulations

I. BACKGROUND: The City's current holiday schedule is as follows. (P.R.R. - Section 40)

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Veteran's Day
- President's Day
- Independence Day
- Labor Day
- Christmas Eve Day
- Christmas Day
- Thanksgiving Day
- Day after Thanksgiving

Holidays are adopted by ordinance and are then incorporated into the City's personnel manual.

II. DISCUSSION: Staff is proposing to incorporate the federal holiday schedule into the City's holiday schedule to be in line with area municipality holiday schedules as well as other government entities.

In accordance with direction received at the last City Council meeting, the federal holidays adopted will be static as of the ordinance's effective date and will not change if the federal holiday schedule changes.

- A. **Link to Strategic Goals / Objectives:** Offer liveable wages & benefits to attract and maintain high caliber, qualified staff.
- B. **Effect on Budget (EOB):**
- C. **Level of Service (LOS):**
- D. **Legislative Sponsor:**

III. CONCLUSION: Adopting this Ordinance will bring the City's holiday schedule in line with the federal holiday schedule and include the additional days of the day after Thanksgiving and Christmas Eve, as has long been tradition in the City.

IV. RECOMMENDED MOTION: I move to approve Ordinance 109.11 on first reading and direct City staff to advertise the ordinance for second reading.

Attachments:

1. 109.11 - Amending Personnel Rules and Regulation - Section 40 - Holidays - final

ORDINANCE NO. 109.11

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENT OF ORDINANCE 109, AS AMENDED, PERSONNEL RULES AND REGULATIONS, PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT TO SECTION 40, HOLIDAYS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for the enactment of this ordinance is Article I, Section 1.01 of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has previously adopted Ordinance Number 109, providing for the City of Destin's Personnel Rules and Regulations; and

WHEREAS, the City Council has subsequently amended Ordinance Number 109 and the City's Personnel Rules and Regulations through the passage of Ordinances 129, 109.1, 109.2, 109.3, 109.4, 109.5, 109.6, 358, 109.7, 120, 109.8, 109.9, 109.10; and

WHEREAS, the City Council has determined that to optimally provide for the health, safety, and welfare of its citizens, it must ensure that the City of Destin's Personnel Rules and Regulation is competitive with surrounding and similar governmental agencies; and

WHEREAS, the City Council has determined that, to remain competitive with surrounding and similar governmental agencies, it should amend its paid holiday schedule to reflect that employees will receive paid time for all federal holidays; and

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

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

Note: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in ~~strike-thru~~ or underlined is not to be changed. The symbol * represents sections of the City of Destin's Ordinance 109, As Amended, Personnel Rules and Regulations, that have been skipped and remain unchanged.**

SECTION 3. AMENDMENT TO ORDINANCE 109, AS AMENDED, PERSONNEL RULES AND REGULATIONS, SECTION 40 ENTITLED “HOLIDAYS.”

Section 40 of Ordinance 109, as amended, is hereby amended as follows:

SECTION 40 Holidays

Eligible full-time employees are entitled to Christmas Eve Day, the day after Thanksgiving, and all federal holidays as those federal holidays exist on the effective date of Ordinance 109.11 as the following paid holidays each per year.:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Veteran's Day
- President's Day
- Independence Day
- Labor Day
- Christmas Eve Day
- Christmas Day
- Thanksgiving Day
- Day after Thanksgiving

In order for any full-time employee to qualify for overtime holiday pay, that individual must work his or her regularly scheduled shifts that immediately precede and follow the holiday. Approved absences do not count towards regularly scheduled shifts. Employees who are required to work on a holiday will receive their regular pay in addition to holiday pay.

SECTION 4. CONFLICTING PROVISIONS.

Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this Ordinance to the extent of such conflict.

SECTION 5. SEVERABILITY.

If any section, phrase, sentence, provision or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provisions, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption by the City Council and the signature of the Mayor.

ADOPTED THIS ____ DAY OF _____ 2022.

BY: _____
Gary Jarvis, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kyle S. Bauman, City Attorney

First Reading: _____

Second Reading: _____