

**REGULAR MEETING
DESTIN CITY COUNCIL
NOVEMBER 7, 2022
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

*** INVOCATION**

PLEDGE OF ALLEGIANCE

FAREWELL TO OUTGOING MAYOR GARY JARVIS

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. Disaster Recovery Services (TFR, Inc), authorization to renew contract
 - B. Disaster Recovery Services (Crowder-Gulf), authorization to renew contract
 - C. Miscellaneous Electrical Maintenance Services, authorization to renew contract
 - D. Miscellaneous Fire and Security Monitoring, authorization to renew contract
 - E. Authorization to purchase a John Deere 35G Mini-Excavator, Sourcewell Contract Pricing
 - F. Authorization to Purchase a John Deere 5075M tractor, Sourcewell Pricing
 - G. Approval of Speed Hump (4) and Raised Pedestrian Walkway (1) Installations - Stahlman Ave, Beach Dr, and Sibert Ave
 - H. Quarterly Investment Report
 - I. Proposed Bert Harris Settlement Agreement for 3480 Scenic Highway 98
 - J. Reimbursement to Councilmember Hebert for expenses incurred attending an event celebrating the service and accomplishments of the ODA 595 Horse Soldiers of the Task Force Dagger Operations in Afghanistan following the tragic events on September 11, 2001.
 - K. Okaloosa County Sheriff Department FY2023 Contract Addendum
 - L. Approval of minutes of October 3, 2022 Regular City Council Meeting
 - M. Draft Minutes of Boards & Committees
- 4. CITY MANAGER REPORTS**

- A. Procurement Policy - Resolution 22-10
- B. Building Permit Fee Study Update
- C. Proposed RFQ for Post Certificate of Occupancy Building Inspections
- D. Cross Town Connector 100% Plans
- E. Code Compliance Update
- F. Announcements

5. PUBLIC HEARINGS

- A. First reading of Ordinance 22-17-CC - Post Certificate of Occupancy Building Inspections Ordinance
- B. First reading of Ordinance 22-20-CN - an ordinance of the City of Destin, Florida approving the form and authorizing execution and delivery of an amended interlocal agreement between the city and Okaloosa County to facilitate the city's acquisition of certain beach property and the development or redevelopment of such property for public recreation and tourism purposes, and to establish the respective financial obligations of the city and county associated therewith.
- C. Second reading of Ordinance 22-15-CN - Amending appropriations for certain expenditures, expenses, capital improvements, and certain indebtedness for the City of Destin, Florida for the fiscal year beginning October 1, 2021 and ending September 30, 2022.
- D. Second reading of Ordinance 22-16-CN - Providing for a six-month extension of the temporary moratorium on livery vessel permits; directing staff to develop recommendations for regulation of livery vessels; providing for expiration of moratorium on June 30, 2023.

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

- A. Councilmember Braden
- B. Councilmember Wagner
 - 1. Enhancing beach vendor permitting process (LDC 11.08.02)
 - a. Adding ghost chair restrictions/percentage per property location
 - b. Mean high tide water line (MHTW) and/or Erosion Control Line acknowledgment from business per location
 - c. Addition of penalties for illegal setup of chairs inside public beach areas (FL Statute 177.28)
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
 - 1. Reengage with the property owner of the beach access parcel at the Shores of Crystal Beach
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Jarvis
 - 1. Returning to traditional sports seasons or to successful city-run sports programs in the past for each individual sport.
- I. Land Use Attorney

1. Livery vessel - Highlights of new law

J. City Attorney

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

8. **ADJOURN**

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

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

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

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

Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 837-4242 in advance. Hearing Impaired: TTY: 711. Assistance also available through Human Resources, Title VI Coordinator, at (850) 837-4242. Personas con discapacidades que necesitan asistencia o personas que necesitan ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

All regularly scheduled city council meetings will be streamed live via the city's YouTube channel, www.youtube.com/CityofDestin. Past council meetings can also be viewed here. Please visit our agenda center on the city website at www.cityofdestin.com/agendas.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.A.**TO:** City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Kyle Bauman, City Attorney
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 10/21/2022**SUBJECT:** Disaster Recovery Services (TFR, Inc), authorization to renew contract

I. BACKGROUND: The Department of Public Works has limited emergency response capabilities and is not equipped to perform major recovery projects. In the event of a disaster like a tropical cyclone or tornado, the City may require the services of a firm to assist in community recovery. This recovery will primarily involve the removal, transport and disposal of large debris (trees, portions of structures, etc.) and sand located within the City's rights-of-way.

II. DISCUSSION: The renewal of this contract by the City in no way guarantees the City will, nor obligates the City to, expend any funds. This renewal simply authorizes the City to utilize the contractor if funds are allocated by Council. The original Contract and extension are included as ATT1 and ATT2 respectively. TRF's RFB package is attached as ATT3.

This is the 3rd of 4 possible extensions.

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

> Enhanced quality of life and safety for families

B. Effect on Budget (EOB): The FY23 budget allocated \$100,000 for emergency response. Approval of this agreement will not encumber funds unless a disaster response is required. Additional funding (if required) will be provided by Council in the event of a disaster.

C. Level of Service (LOS): Continuation of an existing Disaster Recovery Contract.

D. Legislative Sponsor:

III. CONCLUSION: This action allows for continuous contractual coverage in the area of Disaster Recovery Services.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to execute this contract extension on behalf of the City.

Attachments:

1. ATT1 TFR Enterprises Disaster Recovery Contract
2. ATT2 TFR Contract Extension Agreement 2023
3. ATT3 TFR Inc. Bid Proposal

**CITY OF DESTIN, FLORIDA
CONTRACT
DISASTER RECOVERY CONTRACT – TFR ENTERPRISES INC.**

On June 17, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, directed the CITY OF DESTIN, FLORIDA, herein referred to as the "City," through its City Manager, to accept the bid of TFR ENTERPRISES, INC., herein referred to as the "Contractor," to provide disaster recovery services for the City. The Contractor's Cost Schedule for the terms of their engagement are included in their entirety in Exhibit "A," which is attached hereto and incorporated herein in its entirety.

TERMS AND CONDITIONS OF CONTRACT FOR THE DISASTER RECOVERY CONTRACT:

1. Entire Contract:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, between the parties either written or oral. Provisions of this Contract may be amended only by written instrument approved by the City Council of the City of Destin, Florida, and executed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is for supplying the City with disaster recovery services associated and described in the submitted Bid package. The Scope of Work, herein referred to as the "Work," encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from September 1, 2019, through August 30, 2020, and is for supplying the City with disaster recovery services.

4. Time for Performance:

The Contractor agrees to provide the Work as required for the satisfactory approval and acceptance by the City. The City has sole discretion whether to approve and accept the Work, however, such approval and acceptance shall not be unreasonably withheld.

5. Compensation:

All payments upon this Contract are contingent upon the Contractor's Work being acceptable to the City. Upon satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and set forth in Exhibit "A."

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the scope of the Work.

Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written and signed work order from the City and the City shall not

be liable to Contractor for any increased compensation in the absence of a written and signed work order.

7. Insurance:

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

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

8. Indemnification:

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

The Contractor shall indemnify and save harmless the City against all liens and claims of subcontractors and materialman furnishing labor and materials in the performance of this Contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom and the City shall not be liable to the Contractor for any payment for such Work. Contractor further agrees to defend and indemnify the City for any liability the City may incur as a result of Contractor's unlicensed or unpermitted work.

The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Termination by Notice and Annual Appropriation Contingency:

This Contract may be terminated by either party with a thirty-day written notice by the terminating party to the non-terminating party. The City's obligation to pay the amount due here under in any fiscal year is contingent upon the appropriation by the City Council of the City of Destin, Florida, of legally available funds for the purposes set forth in this Contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a written and signed work order by the City's Public Services Director or his designee. The Public Services Director or his designee will issue verbal work orders only in

emergency situations. The Contractor shall commence Work in a reasonable length of time and shall complete the work in an expeditious and timely manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All Work shall be performed in coordination with the City's Public Services Director or his designee. The performance of work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A" and further described in the written or verbal work orders.

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has approved and accepted the Work under the work orders and associated documentation following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City, through its City Manager, has the right to terminate this Contract sooner if the Contractor fails to perform satisfactorily the Work required or comply with the other requirements of the Contract.

In the event the City, through its City Manager, decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice of the nature of the default, and the Contractor shall have five (5) days to cure the default. If the Contractor does not cure the default within five (5) days, the Contract will be terminated and the City will be released from any further obligations to Contractor, except as otherwise provided for in this Contract. If the Contractor cures the default within the five (5) day period, as reasonably determined by the City, then the Contract shall continue in full force and effect.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and approved and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the Work, shall be either subtracted from any amount due or charged to the Contractor in the event the City, through its City Manager, terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

If any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination as described in Section 10 of this Contract.

Regardless of whether either party has defaulted in the terms of this Contract, each party shall have the ability to terminate pursuant to the terms described in Section 10 of this Contract.

13. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. The Contractor shall not employ any persons or hire any subcontractor who employ any persons who are noncitizens of the United States unless such persons possess all current documentation permitting that person to legally be employed in the United States.

14. RESERVED

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. The exclusive Venue for any action arising out of this Contract shall be in the state courts of Okaloosa County Florida and nowhere else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed as a waiver the City's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time, or as provided for in any other law. The parties further agree that the City, through execution of this Contract, has not waived any rights and defenses afforded to it by law.

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

15.5 Attorney's Fees

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

15.6 No Assignment

No part of this Contract shall be assigned by either party to any other third party without the prior written consent of the non-assigning party.

15.7 Binding on Successors

This Contract is binding on both of the parties, their successors, administrators, and assigns.

15.8 WAIVER OF RIGHT TO JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.

15.9 Duplicates and Counterparts

This Contract may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

15.10 Public Records Law

Contractor must comply with the public records law, Chapter 119, Florida Statutes; specifically, Contractor must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the City.
- d. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the public agency upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

15.11 Notices

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

As to the City:
Lance Johnson
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

With a copy to:
Kyle S. Bauman, City Attorney
909 Mar Walt Drive, Ste 1014
Fort Walton Beach, Florida 32547

As to the Contractor:
TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 29 day of August, 2019.

CITY OF DESTIN:

By: Lance Johnson
Lance Johnson
City Manager

ATTEST:

Rey Bailey
City Clerk

SEAL

APPROVED AS TO LEGAL FORM:

Kyle S. Bauman
Kyle S. Bauman, Esq.
City Attorney

TFR Enterprises, Inc.

By: Tipton F. Rawland
(Signature)

Printed Name: Tipton F. Rawland

Its: CEO

WITNESS: _____

WITNESS: Wm. J. Gan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2019

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 1221 S. Mopac Expy., Suite 160 Austin TX 78746	CONTACT NAME: Raelyn Brannan PHONE (A/C, No, Ext): 817-349-2315 E-MAIL ADDRESS: rbrannan@higginbotham.net FAX (A/C, No): 817-347-6981
INSURED T F R Enterprises Inc dba Emergency Tree Removal 601 Leander Drive Leander TX 78641	INSURER(S) AFFORDING COVERAGE INSURER A: STARR SURPLUS LINES INS. CO. INSURER B: Starr Indemnity & Liability Co. INSURER C: Texas Mutual Insurance Company INSURER D: The Travelers Lloyds Insurance Co INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 466015417

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded-\$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			1000066507181	12/31/2018	12/31/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Contractors Pollution \$1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			1000199116181	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ \$0			1000337045181	12/31/2018	12/31/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001209012	1/1/2019	1/1/2020	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	Leased/Rented Equipment B Hired - Physical Damage			QT6608071X472TLC18 1000199116181	12/31/2018 12/31/2018	12/31/2019 12/31/2019	Limit - 700,000 Comp Deductible Collision Deductible \$5,000 Full Deductible \$250

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

Texas Workers' Compensation Policy - 0001209012
All Other States (incl California) - WC928228359384
XCU is not excluded.

The General Liability, Auto policies includes a blanket automatic additional insured provision that provides additional insured status to the certificate holder when required by written contract.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Destin
4200 Indian Bayou Trail
Destin FL 32541

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: TFREN

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED T F R Enterprises Inc dba Emergency Tree Removal 601 Leander Drive Leander TX 78641
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Auto and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder.

The General Liability policy includes a \$1,000,000 Contractors Pollution Limit.

Umbrella is Follow Form underlying the General Liability (Incl. Contractors Pollution), Automobile Liability and Employers Liability policies.

CONTRACT EXTENSION AGREEMENT

This agreement and amendment, dated the 2nd day of January 2023, is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and TFR Enterprises Inc. The purpose of this agreement is to extend a Contract for services originally dated September 4, 2019 between the City of Destin and TFR Enterprises, Inc. to provide miscellaneous debris removal/disaster recovery services for the City.

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 4, 2019 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This 3rd of 4 possible extensions will expire on December 31, 2023.** Both parties must agree prior to the extension of any additional extension agreement and neither party has the right to unilaterally extend the contract.

It is understood that final authorization for this Agreement must be made by the Destin City Council.

Except as otherwise modified by this Contract Extension Agreement, the terms of the original contract between the parties is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

CITY OF DESTIN

Witnesses:

(Signature)

By: _____
Lance A. Johnson, City Manager

(Signature)

ATTEST: _____
Rey Bailey, City Clerk

TFR ENTERPRISES, INC.

Witnesses:

(Signature)

By: _____
(Signature)

(Printed Name and Title)

(Signature)

ATTEST: _____

(Printed Name and Title)

Distribution: 1 Original to City Clerk, Vendor
1 Copy to Public Works, Finance, City Attorney

Destin

Recover

"A hearty thanks to the entire TFR team for your assistance in helping Sioux Falls recover from the April 2013 ice storm. Your time, talent and treasure helped keep citizens and visitor's safe. Our recovery time was nothing sort of incredible!" **Mike Huether, Mayor Sioux Falls, SD**

Rebuild

"TFR has been our debris removal contractor for Isabel, Ivan, and Katrina. They have done outstanding work. Tipton Rowland is a guy who will jump through whatever hoop necessary to get the job done. He has access to tons of equipment and has always delivered." **Scott Hayward, KBR, Gov't Operations**



Renew

"Please accept our sincere thanks for the excellent service that your company and staff provided to the citizens of Saline County in the removal of vegetative debris resulting from our December 2012 ice storm. The professionalism displayed throughout the contract evidences the highest quality of service, machinery, and personnel." **Marty Polk, Saline County, AR**

**Proposal
RFP 19-04-PS
Disaster Recovery Servicews
June 6, 2019**

2 p.m.

**TFR Enterprises, Inc
Tiffany Jean**

601 Leander Drive, Leander, TX 78641

O: (512) 260-3322, F: (512) 528-1942

copy

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**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
BID DOCUMENT
ATTACHMENT 1**

Company: TFR Enterprises, Inc.
Address: 601 Leander Drive
City & State: Leander, Tx. 78641 Zip Code: 78641
Telephone: (512) 260-3322 Fax: (512) 528-1942
Number of Years in Business: 29

The following is a listing of services and/or tasks to be provided by the CONTRACTOR to the CITY upon receipt by CONTRACTOR of a Notice to Proceed:

SCOPE OF SERVICES PART ONE – DEBRIS REMOVAL

Emergency Road Clearance

The CONTRACTOR shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the CITY. This operational aspect of the scope of services shall be for the first 100 (plus or minus) hours after an event. Once this task is accomplished, the following tasks will begin as required.

Debris Removal from Public Property (Rights-of-way, Publicly Owned Properties - Pick-up and Haul)

As identified by and directed by the CITY, the CONTRACTOR shall accomplish the demolition, pick-up and hauling of all eligible debris to the designated Temporary Debris Staging and Reduction Sites (TDSRS's) from public property and rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

Debris Removal from Private Property (Right of Entry Program - Pick-up and Haul)

Should an imminent threat to life, safety and health to the general public be present on private property, the CONTRACTOR (as identified by and directed by the CITY, will accomplish the pick-up and hauling of debris to the TDSRS's from private property). Upon receipt of the completed right of entry form and hold harmless agreement from private property owners, and execution of the non-duplication of benefits agreement from the CITY, the CONTRACTOR shall also demolish those residences and personal property, as identified by the CITY. The CONTRACTOR will place all debris collected through this process in the right-of-way, where the above scope of services (Debris Removal from Public Property) shall commence. The CITY feels that it is potentially in the best interest of the health and safety of its citizens to provide this service. Attached to this Agreement are copies of the forms to be executed by the individual property owners. The CONTRACTOR shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

Hazardous Stumps (Removal, Back-fill, Haul)

As identified and directed by the CITY, the CONTRACTOR shall remove all hazardous stumps, and haul each stump to a TDSRS. Each stump shall be inspected by the CITY and CONTRACTOR and documented as to the appropriate category of size for invoicing (see Attachment 2 for site categories and prices). The CONTRACTOR shall back-fill each stump hole with compatible material as determined by the CITY and CONTRACTOR.

Temporary Debris Staging and Reduction Sites TDSRS

The contractor will prepare and maintain TDSRS's to accept and process all storm debris; maintain the TDSRS's approach and interior road for the entire period of debris hauling; any roads that require stone for stabilization for ingress and egress, will be furnished by CONTRACTOR; build and maintain a roofed inspection tower sufficient for a minimum of three (3) inspectors; the inspection of every load in and out which shall be further defined in documentation section below; process all debris in accordance with all local, state and federal rules, standards, and regulations; Processing may include, but is not limited to, reduction by tub grinding and/or incineration when approved, transporting and final disposal at a location agreed to by both parties. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes; all reduced debris as well as non-reducible debris will be disposed of at a location(s) agreed to by both parties.

TDSRS Site Reclamation

Site reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations; Site reclamation shall be accomplished in accordance with the CONTRACTOR's Debris Removal Operations Plan and Environmental Protection Plan.

Disaster Event Generated Hazardous Wastes Abatement

CONTRACTOR shall abate all hazardous waste identified by the CITY in accordance with all applicable Federal, State and Local laws, standards and regulations to include by not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199. Hazardous waste abatement shall be accomplished in accordance with the CONTRACTOR'S Debris Removal Operations Plan and Environmental Protection Plan. Prices for this service will be negotiated at time of Event dependent upon types of materials, quantities and hazards present. Prices shall be attached to this Agreement in the form of a Memorandum for the Record.

Sand Screening

The CONTRACTOR shall screen all sand, as directed by the CITY, to remove all eligible debris deposited by an Event. This task includes the pick-up of debris laden sand, hauling debris laden sand to the processing screen located on the beach, processing the debris laden sand through the screen and returning clean sand to the approximate original location on the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the scope of services located above for Debris Removal from Public Property.

Documentation and Inspections

All storm debris shall be subject to inspection by the CITY or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state and Federal laws. The CONTRACTOR will, at all times, provide the CITY access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The CONTRACTOR and the CITY will have in place at the TDSRS's, personnel to verify the contents and cubic yards of the vehicles entering the TDSRS's. Records will be maintained of every vehicle entering the TDSRS, its cubic yardage and verification the vehicle leaving the TDSRS to ensure that it is in fact empty. The CONTRACTOR and the CITY will monitor the material to determine that it in fact consists of eligible debris. The CONTRACTOR and the CITY will have in place at the pickup site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use the CONTRACTOR and the CITY will establish and record the certified cubic yard capacity and will inspect each haul truck. The CONTRACTOR will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable.

The CONTRACTOR will assist the CITY in preparation of Federal (FEMA) and State reports for any potential reimbursement through the training of CITY employees and the review of documentation prior to submittal. The

CONTRACTOR will work closely with the Florida Division of Emergency Management, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies.

Priority of Work Areas

The CITY will establish the priority of and shall approve the work area in advance, which the CONTRACTOR will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The CONTRACTOR shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery and general laborers used by the CONTRACTOR. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the CITY.

Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS's will be allowed during visible daylight hours only between dawn and dusk. The CONTRACTOR may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS's, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the CONTRACTOR deems it necessary and safe. CONTRACTOR shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

Debris Disposal

The CONTRACTOR shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all- applicable Federal, state and local laws, standards and regulations. Final disposal locations shall be at the discretion of the CONTRACTOR with prior acceptance of the CITY. Information regarding the location of final disposal shall be attached to this Agreement in the form of a Memorandum for the Record. The CONTRACTOR and CITY inspector assigned to the disposal process shall maintain disposal records and documentation. Documentation shall- be quantified in Cubic Yards.

White Goods

The CONTRACTOR may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Florida Administrative Code. The CONTRACTOR shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws. Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the CONTRACTOR in accordance to applicable regulatory requirements. There is no additional payment made for handling of white goods as this cost of work is included in the cubic yard unit price for debris removal.

SCOPE OF SERVICES PART TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE
See Note (1)

1. PUBLIC ASSISTANCE PROGRAM

a) Damage Survey Report (DSR) or Project Worksheet (PW)

- i) Official DSR/PW requests - Assist CITY personnel in the following:
 - 1. Identification of expenditures eligible for reimbursement
 - 2. Submission of official "request for DSR inspection"
- ii) Local government representation on DSR/PW team - Train and assist CITY Personnel to accomplish the following:
 - 1. Identification of eligible items for reimbursement
 - 2. Review of DSR/PW for accurate scope of work
 - 3. Review of DSR/PW for accurate unit costs
- iii) Recovery process documentation - Assist CITY personnel in the following:
 - 1. Creation of recovery process documentation plan
 - 2. Maintenance of documentation of recovery process
- iv) Force Account Labor vs. Contract Labor
 - 1. Recommendations to government officials on need to contract or utilize force account labor
- v) Recovery process oversight
 - 1. Recommendation to government officials on need to contract for project management for projects requiring intense oversight
 - 2. DSR/PW tracking through State and Federal process
 - 3. Written and oral status reports to government officials

b) Documentation Support

- i) Review of record system for applicability to Federal and State requirements and,
- ii) Orientation and training of City personnel on requirements for quality and quantity of required documentation and,
- iii) Assist in selection of "Clerk of Records" and provide detailed training for documentation and,
- iv) Review documentation for accuracy and quantity and,
- v) Assist in preparation of claim documentation.

c) Consultation and negotiation services

- i) Recommendations to government officials on plans of action and,

ii) Provide guidance to government officials on issues involving Federal and State reimbursement and,

iii) Assist CITY officials in negotiations with Federal and State officials.

d) Other representations as may be requested and/or required.

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

NOTE (1): This is the concept of complete recovery management support where Contractor would assist an applicant on all aspects of the recovery process. Contractor personnel cannot assume the Sovereign Duties of the CITY officials; therefore, these services shall be in the form of guidance and consultation.

Bid Certification:

In accordance with your request for bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this bid or in the contract to be executed, and that it is made without any connection with any other person(s) making bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: _____

Tipton F. Rowland, CEO

(Print or Type)

Signature: _____

Date of Bid: _____

June 3, 2019

Note: Attach all required information to this Bid form.

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

END OF BID FORM



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

B. Number of Years the Firm Has Been in Business

TFR Enterprises, Inc. is a Texas-based specialty contractor, first incorporated in 1989 in the State of Tennessee, actively participating in disaster recovery contracts nationwide since Hurricane Andrew in 1992. We have a history of safe, rapid and complete service in the industry with federal, state and local governments, providing expedient, cost-effective disaster debris management, removal, reduction and cleanup services to over 150 satisfied clients, as well as numerous private industries funded by the Federal Emergency Management Agency (FEMA).



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

C. Location of Firm

601 Leander Drive
Leander, Texas 78641

**D. Previous Work Experience****North Carolina Department of Transportation**

In September 2018, weather forecasters were preparing the coast of North Carolina for the “storm of a lifetime” Hurricane Florence. Three months prior to the formation of Florence, TFR had been awarded the Pre-Event Contract with North Carolina Department of Transportation for Emergency Cut & Shove services. TFR had a kickoff meeting shortly after award to go over the scope of the contract and meet and greet. We expressed to the department that we had just provided over 50 cut and toss crews to Florida DOT after Hurricane Irma, to reassure them that we’re not only experienced but have very recent experience in emergency roadway clearance. Three months later, TFR Project Management mobilized to North Carolina on September 12, 2018, in response to Florence. We met with key members of NCDOT to prepare for TFR’s response to debris ridden state roads. It was determined by NCDOT and TFR after reviewing the State Maps that for the 6 counties under contract, they each needed thirty crews. The contract defined a push crew as 4 people; a bobcat with operator, 2 saw men/flaggers and one supervisor with pickup. TFR immediately activated resources from its extensive database on standby: 180 bobcats and 720 personnel. Immediately upon Florence’s winds reducing to less than 40 MPH, those resources were mobilized to their assigned county and began clearing roadways. This was one of the largest and most expedient push crew responses in TFR’s 30 years of disaster response. Many of the counties, if not all of them: Pender, Onslow, New Hanover, Brunswick, Sampson and Duplin had severe flooding and power outages. One of the serious obstacles TFR faced with this catastrophe was logistics of housing 720 people. Minimal hotels had power, and those had no rooms. TFR was able to engage with local business owners as well as state offices to secure housing when the state was virtually shutting down road by road. With that said, it never affected our crew’s ability to maintain a speedy recovery and provide the client with the help they desperately needed. TFR also arranged close coordination with local and state electric authorities to report any major electrical concerns as to expedite the electrical restoration work. All agencies were contacted and introductions we’re made 48 hours prior to landfall. This was essential, as the majority of these counties had; standing flood waters, downed trees and debris, as well as live electrical lines often in the same location. With those obstacles addressed in the pre event planning stages North Carolina DOT, with the help of TFR, was able to transition from disaster response to disaster recovery with minimal time and impact to the communities affected.

Tyndall Air Force Base

On October 10, 2018 less than one month after Florence made landfall, Hurricane Michael showed up on the Florida Panhandle as a Category 4 hurricane. Michael presented the strongest winds to make US landfall since Andrew in 1992, and the damage was evident. TFR was mobilized to Florida but rode out the storm well out of destructions way. TFR must always ensure the equipment and management is not in a dangerous position, as we cannot risk the absence of it in response. TFR’s management immediately headed to Tyndall Air Force Base to help. TFR had just finished responding to Camp LeJeune and Cherry Point military installations after Hurricane Florence so we are very familiar with the processes, procedures, and needs of these facilities. Although the base was a disaster area and looked as if combat had just ended, TFR immediately mobilized all requested resources and we were working 5 days after landfall, clearing roadways, removing hazardous trees and hazardous limbs. We



completed several work orders, vegetative and construction and demolition debris removal, tree trimming and removal, reducing the vegetative debris by grinding, and haul out and disposal of C&D and Vegetative mulch. TFR was able to recycle the vegetative debris and metal material as recycling any debris that can avoid the landfills is one of our top company goals. One of the obstacles that TFR experienced in performing this project was access onto the base. There key problem with base access was that several different procedures were being used for granting access. There was a separate contractor involved so it was not done directly by the military and communications were an issue. We worked very closely with the base and the security contractor to resolve the base access issues so the work would not be interrupted, delayed or stopped completely. Another obstacle that presented itself was the wide variety of materials that this monstrous storm created. TFR houses a staff of highly trained individuals who are proficient in the identification, removal, and storage of all materials that are incidental to a natural or man-made disaster. TFR provided project managers with experience in military base operations in order to meet the expectations of the base OPSEC office. Safety and security are high priorities within TFR organization and management as well as teamwork, and teamwork is what it takes to get the job done. We were honored to help our US military facilities recover from the devastation of the 2018 Hurricanes that made US landfall.

<i>Additional Experience</i>	<i>Event</i>	<i>Description of Work</i>	<i>Point of Contact</i>	<i>Contract Value</i>
Raleigh, NC	Hurricane Florence	Vegetative Debris Reduction	Timothy Gainer (919) 625-3175	\$124,956.00
Llano County	Floods 10/2018	Emergency Debris Removal	Billy Carney (325) 423-2762	\$1,015,669.00
TXDOT- Lee County	Floods 10/2018	Emergency Debris Removal	Lori Wagner (512) 832-7057	\$61,392.00
TXDOT- Llano County	Floods 10/2018	Emergency Debris Removal	Lori Wagner (512) 832-7057	\$49,952.00
TXDOT- Kingsland	Floods 10/2018	Waterway Debris Removal	Lori Wagner (512) 832-7057	Work in Progress
Tyndall Airforce Base	Hurricane Michael- 10/2018	Debris Hauling Services for Final Disposal	Scott Dubuque (850) 283-8644	\$2,248,000.00
New Hanover County	Hurricane Florence- 09/2018	Landfill Debris Management	Kim Roane (910) 798-4402	\$175,365.00
(KBR) Tyndall Airforce Base	Hurricane Michael- 10/2018	Emergency Debris Hauling & Reduction	Bee Trajkovski (713) 753-5872	\$12,796,096.91
(ECC) Camp Lejeune	Hurricane Florence- 09/2018	Utility Right of Way Trimming	Dan McFerrin (720) 635-2237	\$1,250,803.00
(ECC) Cherry Point	Hurricane Florence- 09/2018	Tree Trimming, Hauling, and Debris Reduction	Craig Duncan (210) 632-2493	\$944,639.00
NCDOT- Brunswick	Hurricane Florence- 09/2018	Emergency Cut & Shove	Patrick Riddle (910) 467-0505	\$567,450.00
NCDOT- Columbus County	Hurricane Florence- 09/2018	Emergency Debris Removal	Ken Clark (910) 642-3760	\$227,576.00



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

NCDOT- Duplin County	Hurricane Florence-09/2018	Emergency Cut & Shove	Kevin Bradshaw (910) 682-5100	\$496,398.00
NCDOT- Onslow County	Hurricane Florence-09/2018	Emergency Cut & Shove	David Sawyer (910) 467-0550	\$369,206.00
NCDOT- Pender County	Hurricane Florence-09/2018	Emergency Cut & Shove	Patrick Riddle (910) 467-0505	\$464,751.00
NCDOT- Sampson County	Hurricane Florence-09/2018	Emergency Cut & Shove and Debris Hauling	Kevin Bradshaw (910) 682-5100	\$2,895,617.00
New Hanover County	Hurricane Florence-09/2018	Emergency Cut & Shove	Chris Cocker (910) 387-2128	\$510,463.00
Port Aransas	Hurricane Harvey	Nature Preserve Debris Removal	Leo Wood	\$1,051,818.00
USACE	California Floods 12/2017	Flood Creeks/Channels Debris Hauling	James Costantino (213) 452-3237	\$6,251,020.00
USACE	California Floods 12/2017	Flood Basin Debris Removal	Tracy Eccles (661) 265-7222	\$2,379,000.00
Puerto Rico	Hurricane Maria 09/2017	Tree Trimming, Hauling, and Disposal	Emilio Garay (787) 380-7078	\$35,404,180.00
Miami-Dade	Hurricane Irma 09/2017	Hauling & Reduction of Debris	Jennyfer Calderon (305) 375-5312	\$4,500,000.00
Florida Turnpike	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Maria Connolly (954) 934-1209	\$2,400,000.00
FLDOT District 01	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Amy Perez (863) 519-2316	\$7,000,000.00
FLDOT District 02	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Jennifer Curls (386) 961-7561	\$2,350,000.00
FLDOT District 05	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Victor LoPiccolo (386) 943-5287	\$3,036,000.00
FLDOT District 07	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Anita Montjoy (813) 975-6442	\$46,704.00
City of Plantation, FL	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Dawn Mehler (954) 797-2723	\$8,100,000.00
City of Homestead, FL	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Maria Pineda (305) 224-4772	\$2,800,000.00
St. John's County, FL	Hurricane Irma 09/2017	Tree Trimming, Hauling, and Disposal	Benjamin Bright (904) 209-0252	\$620,000.00
TXDOT- Victoria	Hurricane	Tree Trimming,	David Stephens	\$382,536.00



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

	Harvey 08/2017	Hauling, Reduction and Disposal	(361) 293-4341	
TXDOT- Nueces	Hurricane Harvey 08/2017	Tree Trimming, Hauling, Reduction and Disposal	Martin Horst (361) 808-2261	\$905,667.00
TXDOT- Harris	Hurricane Harvey 08/2017	Tree Trimming, Hauling, Reduction and Disposal	Cody McKenney (281) 686-9871	\$250,000.00
City of Beaumont, TX	Hurricane Harvey 08/2017	Debris Removal and Disposal	Tommy Gill (832) 767-8118	\$490,597.00
City of Dayton, TX	Hurricane Harvey 08/2017	Debris Removal and Disposal	Theo Melancon (936) 258-2642	\$29,106.00
City of Port Lavaca	Hurricane Harvey 08/2017	Debris Removal and Incineration	Jody Weaver (361) 827-3601	\$400,000.00
City of Sugarland	Hurricane Harvey 08/2017	Debris Removal and Disposal	Ilana Harris (281) 275-2497	\$46,285.00
City of Raleigh, NC	Hurricane Matthew	Grinding Services	Kelly Lindsey (919) 996+2202	\$95,000.00
Port St. Lucie, FL	Hurricane Matthew	Tree Trimming, Hauling, and Disposal	Richard Perkins (772) 344-4263	\$2,700,000.00
FLDOT District 05	Hurricane Matthew	Cut & Toss, Debris Removal, and Disposal	Rick Coe (386) 740-3490	\$9,000,000.00
FLDOT District 03	Hurricane Matthew	Tree Trimming, Hauling, and Disposal	Amanda Mauldin (850) 330-1364	\$1,300,000.00
FLDOT District 02	Hurricane Matthew	Tree Trimming, Hauling, and Disposal	Jennifer Smith (386) 943-5367	\$1,300,000.00
LADOTD District 61	Floods 08/16-12/16	Debris Removal and Disposal	Mark Benton (225) 379-1164	\$3,160,000.00
LADOTD District 03	Floods 08/16-11/16	Debris Removal and Disposal	Mark Benton (225) 379-1164	\$125,000.00
Iberia Parish, LA	Floods 09/16-10/16	Debris Removal and Disposal	Michael Broussard (337) 492-5412	\$30,000.00
Waste Management- East Oak Landfill	Single Contract	Grinding Services	Shawn Cockrell (405) 427-1112	\$45,000.00
TXDOT	Floods 11/15	Debris Removal and Disposal	Jamie Witten (512) 585-4678	\$111,779.00
Fort Bend County, Texas	Floods 06/16	Debris Removal and Disposal	Marc Grant (281) 342-4513	\$423,187.00
Collin County, Texas	Annual Contract	Grinding Services	Gary Enna (972) 548-3700	\$252,000.00
Bastrop County, Texas	Floods 11/15	Debris Removal and Disposal	Mike Fisher (512) 848-6693	\$43,469.00
Acme Materials	Single Contract	Grinding Services	Ben Grierson (214) 701-7916	\$13,250.00
City of Guthrie, Texas	Ice Storm 12/15	Debris Reduction Services	Tenny Maker (405) 260-3091	\$15,000.00
City of Edmond,	Ice Storm	Debris Reduction	Johnny Carter	\$175,000.00



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

Oklahoma	12/15	Services	(405) 216-7612	
Rowlett, Texas	Tornado 12/15	Debris Reduction Services	Vicki Alfaro (972) 412-6198	\$42,000.00
MD Dept of General Svcs	Snow Storm 01/16	Snow Removal (Hourly Contract)	Denise Wade (240) 205-3086	\$75,096.00
Guadalupe County, Texas	Floods 10/15	Debris Removal and Disposal	Judge Kutscher (830) 303-8857	\$36,000.00
Texas State University	Floods 5/15	Debris Removal, Reduction, and Disposal	Joel Soto (512) 245-1880	\$196,400.00
TXDOT	Floods 5/15	Debris Removal from Bridges and Waterways	Jamie Witten (512) 832-7069	\$374,000.00
City of Martindale, Texas	Floods 5/15	Debris Removal and Disposal	Jordan Powell (512) 398-1811	\$94,000.00
City of Wimberly, Texas	Floods 5/15	Debris Removal and Disposal	Mark Kennedy (512) 393-2219	\$394,000.00
San Marcos, Texas	Floods 5/15, 10/15	Debris Removal and Disposal	Bert Stratemann (512) 393-8181	\$439,500.00
TXDOT Recovery	Floods 5/15	Search and Rescue Services	Jamie Witten (512) 832-7069	\$86,400.00
Caldwell County, Texas	Floods 5/15-7/15, 10/15	Debris Removal, Reduction, and Disposal	Jordan Powell (512) 398-1811	\$29,100.00
Hays County, Texas	Floods 5/15-7/15, 10/15	Debris Removal, Reduction, and Disposal	Mark Kennedy (512) 393-2219	\$489,009.00
Monterey, Tennessee	Ice Storm 4/15-6/15	Reduction of Vegetative Debris	Bill Wiggins (931) 839-3770	\$30,000.00
Overton County, Tennessee	Ice Storm 4/15-5/15	Debris Removal, Hauling, and Hazardous Tree Work	Ben Danner (931) 823-5638	\$366,241.00
Putnam County, Tennessee	Ice Storm 4/15-5/15	Debris Removal, Reduction, Hauling, and Hazardous Tree Work	Randy Porter (931) 526-2161	\$1,044,000.00
NCDOT (Davidson County)	Ice Storm 3/14-8/14	Debris Removal, Hauling, and Hazardous Tree Work	Brad Wall (336) 487-0000	\$1,347,067.00
NCDOT (Guilford County)	Ice Storm 3/14-8/14	Debris Removal, Hauling, and Hazardous Tree Work	Brad Wall (336) 487-0000	\$7,672,602.00
SCDOT	Ice Storm 2/14-6/14	Debris Removal, Hauling, and Hazardous Tree Work	Shannon Welch (843) 907-2095	\$5,814,631.00
City of Norman, Oklahoma	Ice Storm 12/13-2/14	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	\$601,759.00
Larimer County, Colorado	Floods 9/13-6/14	Debris Removal, Reduction, and Disposal	Stephen Gillette (970) 498-5760	\$935,755.00
Longmont, Colorado	Floods 9/13-3/14	Removal of Mobile Homes	Charlie Kamenides	\$141,500.00



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

			(303) 651-8345	
Weld County, Colorado	Floods 9/13-12/13	Debris Removal, Reduction, and Disposal	Trevor Jiricek (970) 353-6100	\$261,271.00
Adams County, Colorado	Floods 9/13-10/13	Debris Removal from Bridges and Waterways	Liz Estrada (720) 523-6052	\$16,070.00
Town of Lyons, Colorado	Floods 9/13-11/13	Debris Removal & Hauling	Jeff Callahan (720) 564-2221	\$148,695.00
Oklahoma City, Oklahoma	Tornado 6/13-	Debris Removal from Waterways	Bryan Haskins (405) 297-2134	\$245,392.00
Canadian County, OK	Tornado 6/13-9/13	Removal and Disposal of Tornado Debris	Jerry Smith (405) 295-6186	\$91,769.00
Shawnee, Oklahoma	Tornado 6/13-7/13	Removal and Disposal of Tornado Debris	Brian McDougal (405) 878-1601	\$60,800.00
Cleveland County, Oklahoma	Tornado 6/13-10/13	Debris Removal, Reduction, and Disposal	Darry Stacy (405) 366-0200	\$830,782.00
City of Norman, Oklahoma	Tornado 6/13-10/13	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	\$365,000.00
Rapid City, South Dakota	Ice Storm 10/13-10/13	Reduction of Vegetative Debris	Ted Johnson (605) 394-4154	\$31,359.00
Sioux Falls, South Dakota	Ice Storm 4/13-10/13	Removal of Hazardous Trees from Drainage Ways	Scott Rust (605) 367-8836	\$138,081.00
Sioux Falls, South Dakota	Ice Storm 4/13-10/13	Stump Grinding	Scott Rust (605) 367-8836	\$100,000.00
Sioux Falls, South Dakota	Ice Storm 4/13-6/13	Emergency Tree Removal	Scott Rust (605) 367-8836	\$925,347.00
Sioux Falls, South Dakota	Ice Storm 4/13-9/13	Reduction of Storm Debris	Scott Rust (605) 367-8836	\$838,000.00
Garland County, Arkansas	Ice Storm 3/13-6/13	Removal and Disposal of Vegetative Debris	Jerry Pogue (501) 262-3602	\$323,024.00
Saline County, Arkansas	Ice Storm 3/13-5/13	Removal and Disposal of Vegetative Debris	Marty Polk (501) 317-2402	\$2,146,000.00
Island Beach State Park, New Jersey	Hurricane Sandy 11/12-5/13	Hauling of Hurricane Debris	Ray Bukowski (732) 793-0506	\$100,000.00
Brick Township, New Jersey	Hurricane Sandy 11/12-5/13	Removal and Disposal of Debris	Glenn Campbell (732) 262-1058	\$58,963.00
Ocean County, New Jersey	Hurricane Sandy 11/12-5/13	Removal and Disposal of Debris	Julie Tarrant (732) 244-2121	\$200,542.00
Scotch Plains Twp, New Jersey	Hurricane Sandy 11/12-3/13	Debris Reduction	Bozena Lacina (908) 322-6700	\$32,243.00
Old Bridge Twp, New Jersey	Hurricane Sandy 11/12-3/13	Removal of Tree Stumps	John Tooley (732) 721-5600	\$13,860.00
Edison Twp, New Jersey	Hurricane Sandy	Debris Reduction	Laura Popick (732) 248-	\$74,000.00



	11/12-3/13		7409	
Neptune Twp, New Jersey	Hurricane Sandy 11/12-11/12	Debris Removal and Disposal	Tracey James (732) 988-5200	\$35,785.00
Southbury, Connecticut	Hurricane Sandy 11/12-12/12	Debris Removal, Reduction, and Disposal	Tom Crowe (203) 262-0622	\$18,795.00
City of Norman, Oklahoma	Tornado 4/12-6/12	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	\$408,073.00
Southbury, Connecticut	Winter Storm 1/12- 3/12	Debris Removal, Reduction, and Disposal	Tom Crowe (203) 262-0622	\$528,890.00
Bastrop County, Texas	Wildfires 9/11-9/12	Debris Removal, Reduction, and Disposal	Mike Fisher (512) 848- 6693	\$12,200,000.00
Texas Dept of Transportation	Wildfires 5/12-9/12	Debris Removal, Reduction, and Disposal	Celso Harper (512) 321-2221	\$1,075,471.00
State Hwy Admin, Maryland	Hurricane Irene 8/11- 10/11	Debris Removal, Reduction, and Disposal	Craig Fetzner (410) 582-5535	\$279,106.00
Charles County, Maryland	Hurricane Irene 8/11- 10/11	Debris Removal, Reduction, and Disposal	Candice Kelly (301) 645-0550	\$102,302.00
City of Norman, Oklahoma	Wind Storm 6/11-8/11	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	\$144,185.00
City of Norman, Oklahoma	Tornado 5/10-7/10	Debris Removal, Reduction, and Disposal	Greg Hall (405) 409-0499	\$237,000.00
Baltimore, Maryland	Snow Storm 1/10-2/10	Snow Removal, Road Clearing	Joe Palacheck (410) 767- 3207	\$630,000.00
Rogers, Arkansas	Ice Storm 1/09-3/09	Debris Removal and Disposal	Steve Womack (479) 621-1117	\$900,000.00
Fort Bend County, Texas	Hurricane Ike 9/08-1/09	Debris Removal, Reduction, and Disposal	Marc Grant (281) 342-4513	\$10,000,000.00
Polk County, Texas	Hurricane Ike 10/08- 3/09	Debris Removal and Disposal	John Thompson (936) 327-6813	\$6,600,000.00
Liberty, Texas	Hurricane Ike 9/08-10/08	Debris Removal and Disposal	Harvey Joiner (936) 336- 3684	\$2,900,000.00
Harris Count Flood Control, Texas	Hurricane Ike 9/08-1/09	Debris Removal, Reduction, and Disposal	Robert Reagan (713) 684-4230	\$200,000.00
City of Sugarland, Texas	Hurricane Ike 9/08-12/08	Debris Removal and Disposal	Adam Smith (281) 275- 2483	\$3,400,000.00
City of Katy, Texas	Hurricane Ike	Debris Removal and Disposal	Elaine Lutringer	\$262,000.00



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

	9/08-11/08		(281) 391-4830	
Brownsville, Texas	Hurricane Dolly 7/08-10/08	Haul Hurricane Debris	Roberto Luna (956) 548-6087	\$1,252,000.00
Texas Dept of Transportation	Hurricane Dolly 7/08- 9/08	Debris Removal, Reduction, and Disposal	Pedro Alvarez (956) 702- 6125	\$879,000.00
Willacy County, Texas	Hurricane Dolly 7/08- 9/08	Debris Removal, Reduction, and Disposal	Emilio Vera (956) 689-3393	\$445,000.00
Laguna Vista, Texas	Hurricane Dolly 7/08-10/08	Debris Removal and Disposal	Iris Hill (956) 943-1793	\$47,800.00
San Benito, Texas	Hurricane Dolly 7/08-10/08	Debris Removal and Disposal	Orlando Garcia (956) 361-3851	\$247,000.00
Harlingen, Texas	Hurricane Dolly 7/08- 9/08	Debris Removal and Disposal	Dan Serna (956) 216-5300	\$879,000.00


E. Current Standby Contracts

Municipality	State	Expiration Date
Alabama DOT- Mobile Area	Alabama	5/31/20
Alabama DOT-Grove Hill Area	Alabama	5/31/20
City of Robertsdale	Alabama	7/02/20
City of Arvada	Colorado	2/07/20
Town of Clinton	Connecticut	5/31/20
Charlotte County	Florida	12/31/19
City of Rockledge	Florida	3/1/20
Lee County Waterways	Florida	6/1/19
South Broward Drainage	Florida	5/23/21
Broward County	Florida	6/22/20
Escambia County	Florida	2/6/19
City of West Park	Florida	6/1/22
City of Homestead	Florida	8/17/20
City of Port St Lucie	Florida	8/2/21
Seminole Tribe of Florida	Florida	9/8/20
City of Plantation	Florida	6/1/22
City of Miami	Florida	12/12/19
City of Clermont	Florida	8/14/21
Lake County	Florida	5/7/20
Miami-Dade County Public Schools	Florida	6/19/20
City of Ocoee	Florida	9/5/21
Wakulla County	Florida	8/6/21
Pembroke Pines	Florida	10/30/21
City of Leesburg	Florida	12/31/21
Florida International University	Florida	11/2/21
City of Miami Gardens	Florida	2/27/21
North Bay Village	Florida	10/11/21
City of Lake Mary	Florida	2/12/22
City of Cape Coral	Florida	2/8/22
Miami Shores Village	Florida	12/12/21
School District of Hernando County	Florida	04/08/22
Clay County	Florida	4/23/24
Osceola County	Florida	5/30/22
St. Mary's	Georgia	6/30/19
Louisiana School for D&VI	Louisiana	10/10/19
State of Maryland	Maryland	9/30/21
Ramsey County	Minnesota	12/31/19
Town of Wrightsville	North Carolina	6/30/19
City of Raleigh	North Carolina	10/31/19
Town of Cedar Point	North Carolina	6/30/19
Town of Carolina Beach	North Carolina	6/30/19
NCDOT- Duplin County	North Carolina	12/31/19
NCDOT- Onslow County	North Carolina	12/31/19
NCDOT- Sampson County	North Carolina	12/31/19
NCDOT-Brunswick County	North Carolina	12/31/19
NCDOT-Pender County	North Carolina	12/31/19
NCDOT- New Hanover County	North Carolina	12/31/19
NCDOT- Vance and Warren Co.	North Carolina	09/13/19
NCDOT- Franklin County	North Carolina	09/13/19
NCDOT- Person County	North Carolina	09/13/19
City of Norman	Oklahoma	12/8/19



City of Baytown	Texas	1/31/20
Town of Flower Mound	Texas	5/5/20
TXDOT- Harris County	Texas	6/14/19
City of Beaumont	Texas	7/14/19
City of Duncanville	Texas	3/31/19
City of Cedar Hill	Texas	5/22/19
Galveston County	Texas	9/15/20
City of Morgan's Point	Texas	12/15/21
Tarrant County	Texas	3/12/20
City of Katy	Texas	6/25/20
City of Houston	Texas	5/1/21
Brazoria County	Texas	06/13/20
City of Seabrook	Texas	6/1/21
City of Corpus Christi	Texas	6/18/20
City of La Porte	Texas	6/11/19
San Patricio County	Texas	9/25/19
City of Oyster Creek	Texas	1/31/19
City of Grand Prairie	Texas	05/31/19
City of Jamaica Beach	Texas	1/2/22
TXDOT- Travis County	Texas	4/3/21
Denton County	Texas	4/30/19
City of Wharton	Texas	05/29/20
USACE	SW & SP Divisions	4/29/20
Pre-Qualified With:		
Miami-Dade County-Hauling	Florida	2026
Miami-Dade County- DMS Sites	Florida	05/31/24
Cape Coral	Florida	10/12/21
Lee County	Mississippi	
City of Tupelo	Mississippi	4/01/19
Jackson County	Mississippi	07/2020
Evangeline Parish	Louisiana	
Hernando County	Florida	09/20/19
Madison County	Tennessee	



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

F. Availability

TFR can respond within 12 hours to immediately begin emergency road clearance services to provide a vital lifeline for federal, state, and local emergency responders to assess damages. TFR's goal is to have a site ready for acceptance of storm-generated debris in less than 24 hours from Notice to Proceed. Our Mobile Command Units have full communications to assist you if your communication abilities have been compromised. Project teams are immediately available to quantify debris, provide an overall damage estimate, and begin a recovery/removal plan.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/4/2019

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 1221 S. Mopac Expy., Suite 160 Austin TX 78746	CONTACT NAME: Raelyn Brannan	
	PHONE (A/C, No, Ext): 817-349-2315	FAX (A/C, No): 817-347-6981
	E-MAIL ADDRESS: rbrannan@higginbotham.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : STARR SURPLUS LINES INS. CO.	13604
	INSURER B : Starr Indemnity & Liability Co.	38318
	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D : Argonaut Insurance Company	19801
	INSURER E : The Travelers Lloyds Insurance Co	41262
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1754368813 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PP Ded-\$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			1000066507181	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ContractorsPollution \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			1000199116181	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 50			1000337045181	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		0001209012 WC928228359384	1/1/2019 1/1/2019	1/1/2020 1/1/2020	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
E B	Leased/Rented Equipment Hired - Physical Damage			QT6608071X472TLC18 1000199116181	12/31/2018 12/31/2018	12/31/2019 12/31/2019	Limit - 700,000 Comp Deductible \$5,000 Collision Deductible Full Deductible \$250

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

Texas Workers' Compensation Policy - 0001209012
All Other States (incl California) - WC928228359384

The General Liability, Auto policies includes a blanket automatic additional insured provision that provides additional insured status to the certificate holder when required by written contract.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

For Information 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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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED T F R Enterprises Inc 601 Leander Drive Leander TX 78641
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Auto and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder.

Umbrella is follow form

State of Florida

Department of State

I certify from the records of this office that T.F.R., INC. OF TEXAS is a Tennessee corporation authorized to transact business in the State of Florida, qualified on September 10, 2002.

The document number of this corporation is F02000004640.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 6, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twentieth day of February,
2019*



Randy R. ...
Secretary of State

Tracking Number: 2132244038CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE RESIDENTIAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FUZZELL, ROBERT HUNTER

T.F.R., INC. OF TEXAS
601 LEANDER DR
LEANDER TX 78641

LICENSE NUMBER: CRC1331035

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
AGREEMENT FOR DISASTER RECOVERY SERVICES
ATTACHMENT 2**

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to CITY upon issuance to the CONTRACTOR of a Notice to Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel and/or equipment services. Costs denoted by a unit price denote the cost per Cubic Yard or cost per Ton to provide the appropriate services of debris removal.

CONTRACTOR INVOICING

The CONTRACTOR may invoice the CITY-not more than once every fifteen (15) days. Fifteen (15) days after beginning work and/or providing services described in a Notice to Proceed, the CONTRACTOR shall submit the first payment request to the CITY. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the period covered by the payment request and supported by such data as the CITY may, reasonably require. The CITY shall, within five (5) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. CONTRACTOR will be subject to audit by Federal, state and local agencies pursuant to this Contract.

The invoice must contain the following items as applicable to individual task orders:

COSTS FOR SCOPE OF SERVICES PART ONE- DEBRIS REMOVAL

Measurement and Payment for Gathering, Pick-up, Hauling and Processing of Debris from Public Property

The CONTRACTOR will not be compensated for disposing of any material not defined as eligible debris. The CONTRACTOR and CITY will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load, and the CONTRACTOR will not invoice the CITY for such loads. For each suitable load picked up, hauled, processed, a record of the cubic yards will be recorded by the CONTRACTOR and CITY on numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the CITY'S designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating by day, the individual verified load receipt and invoice amounts. The CITY may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to the CONTRACTOR within five (5) working days of invoice date, for additional clarification prior to payment of those tickets.

The CONTRACTOR shall receive \$ 10.85 per cubic yard of material from public property that is gathered, picked up, hauled and processed by the CONTRACTOR. For each suitable load disposed of by the CONTRACTOR, the CONTRACTOR shall receive \$ 4.15 per cubic yard for hauling to the final disposal site. Disposal costs (Tipping Fees) shall be invoiced to the CITY by the CONTRACTOR based on the Okaloosa County Landfill's actual current tipping fee, regardless of final disposal location, at the time of disposal.

This reference of cost does not preclude the CONTRACTOR from utilizing alternative disposal sites as agreed upon by both parties (See Attachment 1, page 4; Debris Disposal, of this Agreement). The CONTRACTOR at no additional charge to the CITY shall accomplish TDSRS Site Reclamation, since the cost of this service is included in the cost listed above in this paragraph.

Measurement and Payment for Emergency Road Clearance, Demolition, Structures and Debris Removal from Private Property

Measurement of these services utilizing other than an hourly rate is difficult at best and would potentially lend itself to unnecessary disputes. Therefore, the CITY and the CONTRACTOR agree that the CONTRACTOR shall invoice the CITY utilizing the hourly rates listed in Attachment 3 to this Agreement. A not-to-exceed amount shall be placed upon any specific work performed at an hourly rate at time of issuance of a Notice to Proceed by the CITY to-the CONTRACTOR as agreed upon by both parties.

The CITY and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign time sheets for the actual times worked for each piece of equipment and crew-member present at a work site. These signed records shall be the basis for the CONTRACTOR'S invoice to the CITY.

Hazardous Stumps (Removal Back-Fill, Haul to TDSRS)

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires a unique documentation and costing. Each stump will be measured by the CITY and CONTRACTOR inspector assigned, three (3) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically numbered by the best means available, photo documented by the CITY and recorded by the inspector on a specific record provided by the CONTRACTOR.

The CONTRACTOR shall invoice the CITY for hazardous stump removal and hauling to the TDSRS utilizing the following categories:

<u>Diameter</u>	<u>Price</u>
Less than 6 inches	\$ <u>10.00</u> per stump
6 to 12 inches	\$ <u>25.00</u> per stump
13 to 24 inches	\$ <u>75.00</u> per stump
25 to 48 inches	\$ <u>125.00</u> per stump
Greater than 48-inch diameter	\$ <u>150.00</u> per stump

The CONTRACTOR shall invoice the CITY \$ 20.00 per cubic yard for acquiring, hauling and placing clean back-fill material in holes left by hazardous stumps.

Sand Screening

The CONTRACTOR shall invoice the CITY \$ 25.00 per cubic yard of sand screened, to remove eligible debris deposited by an Event. This cost includes pick-up of debris laden sand, hauling to the processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the costs located above for Debris Removal from Public Property.

**COSTS FOR SCOPE OF SERVICES PART TWO –
TECHNICAL DISASTER RECOVERY ASSISTANCE**

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

All costs associated with this service are included in the costs listed above. There will be no additional cost for this service.

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
HOURLY RATE SHEET
ATTACHMENT 3**

Hourly rates to be applied to Services as referenced in the RFB's Scope of Work

<u>General Equipment Description</u> (or equivalent)	<u>Unit</u>	<u>Unit Price</u>
Rubber Tired Excavator with debris grapple	Hour	\$ 135.00
216 Prentiss Knuckleboom Loader	Hour	\$ 125.00
JD 644 Wheel-Loader, or equivalent, with debris grapple	Hour	\$ 150.00
John Deere 544, or equivalent, with debris grapple	Hour	\$ 140.00
2-3 cu. yd. Articulated Loader with bucket	Hour	\$ 150.00
753 Bobcat Loader with debris grapple	Hour	\$ 155.00
John Deere 648-E Skidder	Hour	\$ 125.00
D-6 Dozer	Hour	\$ 125.00
Farm Tractor with box blade	Hour	\$ 90.00
30 Ton, or larger, Crane	Hour	\$ 235.00
Track-Hoe, John Deere 690	Hour	\$ 175.00
Rubber Tired Backhoe, JD 310 with bucket & hoe	Hour	\$ 190.00
50' Bucket Truck	Hour	\$ 215.00
Trailer Dump Truck, 50-60 Cu. Yd.	Hour	\$ 185.00
Tandem Dump Truck, 14-18 Cu Yd.	Hour	\$ 175.00
Equipment Transports	Hour	\$ 110.00
Supply Truck	Hour	\$ 50.00
Service Truck	Hour	\$ 90.00

Note: All above prices include operator. Depending on the severity of the disaster, some or all of the above equipment will be required. CONTRACTOR will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.

<u>Personnel Description</u>	<u>Unit</u>	<u>Unit Price</u>
Climber with gear	Hour	\$ 90.00
Superintendent with truck, phone & radio	Hour	\$ 140.00
Foreman with truck	Hour	\$ 50.00
Inspector with vehicle, phone & radio	Hour	\$ 50.00
Saw Hand with chainsaw	Hour	\$ 50.00
Survey personnel with vehicle	Hour	\$ 50.00
Laborers & Flagmen	Hour	\$ 40.00

<u>Materials Description</u>	<u>Unit</u>	<u>Unit Price</u>
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	Cu Yd	\$ 20.00



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

Attachments 4, 5, and 6 are intentionally left blank. These forms are to be completed after work begins.

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
RIGHT OF ENTRY AGREEMENT FORM
ATTACHMENT #4**

I/We _____, the owner(s) of the property commonly defined
as _____ and more particularly described as _____

_____ do hereby grant and give freely and without coercion, to the City of Destin of Okaloosa County, the State of Florida, and the Federal Emergency Management Agency (FEMA), its officials, employees, agents, contractors, and subcontractors the right of access to the above described property for the purpose of removing and clearing any or all tree stumps caused by FEMA, State OR City - declared disaster deemed a safety hazard or health threat by City Code Enforcement or Building Department from the above described property.

It is fully understood this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the City of Destin, Okaloosa County, the State of Florida and the Federal Emergency Management Agency (FEMA), its agencies, departments, officials, employees, contractors, and subcontractors for damage of any type either to the above described property or persons situated thereon and hereby release, discharge and waive any claim or action, legal or equitable, against the City of Destin of Okaloosa County, its agencies, departments, officials, employees, contractors and subcontractors which may occur from any activities on the above described property. I/We have marked storm damage utility lines located on above described property.

I/We (have _____, have not _____) (will _____, will not _____) receive compensation for debris and/or tree stump removal from any other source including SEA, ASCS, private insurance, individual family grant program or any other public assistance program for the express purpose of removing debris and/or tree stumps in the above described property. I/We will report for this property to the City of Destin of Okaloosa County any insurance settlements paid or expected to me or my family for debris and/or tree stump removal. I/We are fully aware that an individual who fraudulently or willfully misstates any fact in connection with this agreement shall be subject to the fine not to exceed \$10,000 or imprisonment not to exceed one year, or both. For the consideration and purposes set forth herein, I hereby set my hand this

_____ day of _____, 2019.

Owner

Owner

Phone

Address

Sworn to and ascribed before me as witness this _____ day of _____, 20_____.

Print Name

Title

Signature

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
DEBRIS AND TREE STUMP REMOVAL REQUEST FORM
ATTACHMENT #5**

Phone Operator: _____ DATE: _____ TIME: _____

Caller: _____

Address: _____

Call Back Number: _____

Map/Page/Parcel Number: _____ Owner: _____

INSPECTION

Inspection Date: _____ Inspection Time: _____

Inspector's Name: _____ Total Number of Hazardous Trees: _____

Diagram: Show location of home, all trees down, trees/stumps posing a health/safety hazard, for removal.

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
FINDING OF IMMEDIATE HEALTH OR SAFETY HAZARD
ATTACHMENT #6**

The undersigned authorized agent or employee of the City of Destin, Florida (CITY) has personally inspected the public rights of-way in the CITY and finds that the storm debris constitutes an immediate danger to the health and safety of the citizens of the CITY. This finding is based upon the following factors:

- Fire hazard
- Impediment to emergency access
- Public health hazard due to rotting debris, dead animals, or breeding of flies and mosquitoes
- Pine beetle infestation
- Other health or safety hazard

This the _____ day of _____, 20_____.

Authorized Agent or Employee of the City of Destin FL

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
PUBLIC ENTITY CRIMES CERTIFICATION
ATTACHMENT #7**

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 or Contract:

No. 19-04-PS

2. This sworn statement is submitted TFR Enterprises, Inc. whose
business address is:

601 Leander Drive, Leander, TX. 78641

and (if applicable) Federal Employer Identification Number (FEIN) is 12-1149862 (If the entity
has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Tipton F. Rowland and my relationship to the entity named
above is CEO

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

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

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

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

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

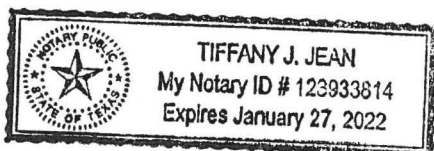
(Signature)

Date: 6/3/19

STATE OF FLORIDA Texas
COUNTY OF Williamson

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 3rd day of June, 2019, and is personally known to me, or has provided personally known as identification.

My Commission expires:



**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
DRUG-FREE WORKPLACE CERTIFICATION
ATTACHMENT #8**

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 agree 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: TFR Enterprises, Inc
ADDRESS: 401 Leander Drive
CITY: Leander STATE: TX ZIP CODE: 78641
TELEPHONE NUMBER: (512) 260-3332 EXT. 200
SIGNATURE: [Signature] DATE: 10/3/19
NAME (TYPED OR PRINTED): Tipton F. Rowland
TITLE: CEO

ADDENDUM #1

CITY OF DESTIN, FLORIDA REQUEST FOR BIDS (BID) NO. 19-04-PS DISASTER RECOVERY SERVICES MAY 14, 2019

This addendum forms a part of the Contract Documents and modifies the original Bid specifications for this project. Acknowledge receipt of this addendum shall be required in the cover letter. Failure to do so may subject the Proposer to disqualification. The following items shall become a part of the proposal for the above referenced project. Clarifications for questions below:

Addendum 1 attachment replaces, in its entirety, the previous RFB document.

Clarification:

1. Please confirm that Tipping Fees/Disposal Fees are to be excluded from our proposed rates and treated as a pass-through expense whereby the contractor pays disposal fees and invoices the City for reimbursement at direct cost with no mark-up.

Tipping fees are addressed on page 13 of Attachment 2.

2. Page 3 Section III Bid Requirements Item K states each bid shall contain an hourly rate sheet (attachment #3). Attachment #3 found on page 14 is a certification of Finding of Immediate Health of Safety Hazard. Does the City have a price sheet or is the Contractor to provide our own Pricing sheet?

Hourly Rate Sheet is in Attachment 3, page 15

3. Will the city accept unit rates for debris removal work and hourly rates for the initial Push?

Costs for Scope of Services are addressed on page 13 & 14 of Attachment 2.

Opening Date: Thursday, June 6, 2019 2:00 P.M. CT

END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #1 is hereby acknowledged:

Tipton F. Rowland
Print Name


Signature

6/3/19
Date

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.B.**TO:** City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director
Kyle Bauman, City Attorney**FROM:** Michael Burgess, Public Services Director**DATE:** 10/21/2022**SUBJECT:** Disaster Recovery Services (Crowder-Gulf), authorization to renew contract

I. BACKGROUND: The Department of Public Works has limited emergency response capabilities and is not equipped to perform major recovery projects. In the event of a disaster like a tropical cyclone or tornado, the City may require the services of a firm to assist in community recovery. This recovery will primarily involve the removal, transport and disposal of large debris (trees, portions of structures, etc.) and sand located within the City's rights-of-way.

II. DISCUSSION: The renewal of this contract by the City in no way guarantees the City will, nor obligates the City to, expend any funds. This renewal simply authorizes the City to utilize the contractor if funds are allocated by Council. The original Contract and extension are included as ATT1 and ATT2 respectively. Crowder-Gulf's RFB package is attached as ATT3.

This is the 3rd of 4 possible extensions.

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

> Enhanced Quality of Life and Safety for Families

B. Effect on Budget (EOB): The FY23 budget appropriated \$100,000 for emergency response. Approval of this agreement will not result in an encumbrance of funds unless disaster response becomes necessary. Additional funding (if required) will be provided by Council in the event of a disaster.

C. Level of Service (LOS): Continuation of an existing Disaster Recovery Contract.

D. Legislative Sponsor:

III. CONCLUSION: This action allows for continuous contractual coverage in the area of Disaster Recovery Services.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute this contract extension on behalf of the City.

Attachments:

1. ATT1 CrowderGulf Joint Venture
Disaster Recovery Contract
2. ATT2 Crowder Gulf Contract
Extension Agreement 2023
3. ATT3 CROWDERGULF Original Bid
Proposal

CITY OF DESTIN, FLORIDA
CONTRACT
DISASTER RECOVERY CONTRACT – CROWDERGULF JOINT VENTURE, INC.

On June 17, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, directed the CITY OF DESTIN, FLORIDA, herein referred to as the "City," through its City Manager to accept the bid of CROWDERGULF JOINT VENTURE, INC., herein referred to as the "Contractor," to provide disaster recovery services for the City. The Contractor's Cost Schedule for the terms of their engagement are included in their entirety in Exhibit "A," which is attached hereto and incorporated herein in its entirety.

TERMS AND CONDITIONS OF CONTRACT FOR THE DISASTER RECOVERY CONTRACT:

1. Entire Contract:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, between the parties either written or oral. Provisions of this Contract may be amended only by written instrument approved by the City Council of the City of Destin, Florida, and executed by the City's City Manager and Contractor.

2. Intent of Contract:

This Contract is for supplying the City with disaster recovery services associated and described in with the submitted Bid package. The Scope of Work, herein referred to as the "Work," encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from September 1, 2019, through August 30, 2020, and is for supplying the City with disaster recovery services.

4. Time for Performance:

The Contractor agrees to provide the Work as required for the satisfactory approval and acceptance by the City. The City has sole discretion whether to approve and accept the Work, however, such approval and acceptance shall not be unreasonably withheld.

5. Compensation:

All payments upon this Contract are contingent upon the Contractor's Work being acceptable to the City. Upon satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and set forth in Exhibit "A."

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the scope of the Work.

Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written and signed work order from the City and the City shall not

be liable to Contractor for any increased compensation in the absence of a written and signed work order.

7. Insurance:

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

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

8. Indemnification:

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

The Contractor shall indemnify and save harmless the City against all liens and claims of subcontractors and materialman furnishing labor and materials in the performance of this Contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at its expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom and the City shall not be liable to the Contractor for any payment for such Work. Contractor further agrees to defend and indemnify the City for any liability the City may incur as a result of Contractor's unlicensed or unpermitted work.

The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Termination by Notice and Annual Appropriation Contingency:

This Contract may be terminated by either party with a thirty-day written notice by the terminating party to the non-terminating party.

The City's obligation to pay the amount due here under in any fiscal year is contingent upon the appropriation by the City Council of the City of Destin, Florida of legally available funds for the purposes set forth in this Contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a written and signed work order by the City's Public Services Director or his designee. The Public Services Director or his designee will issue verbal work orders only in emergency situations. The Contractor shall commence Work in a reasonable length of time and shall complete the Work in an expeditious and timely manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All Work shall be performed in coordination with the City's Public Services Director or his designee. The performance of work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A" and further described in the written or verbal work orders.

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has approved and accepted the Work under the work orders and associated documentation following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City, through its City Manager, has the right to terminate this Contract sooner if the Contractor fails to perform satisfactorily the Work required or fully comply with the other requirements of the Contract.

In the event the City, through its City Manager, decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice of the nature of the default, and the Contractor shall have five (5) days to cure the default. If the Contractor does not cure the default within five (5) days, the Contract will be terminated and the City will be released from any further obligations to Contractor, except as otherwise provided for in this Contract. If the Contractor cures the default within the five (5) day period, as reasonably determined by the City, then the Contract shall continue in full force and effect.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and approved and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the Work, shall be either subtracted from any amount due or charged to the Contractor in the event the City, through its City Manager, terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

If any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination as described in Section 10 of this Contract.

Regardless of whether either party has defaulted in the terms of this Contract, each party shall have the ability to terminate pursuant to the terms described in Section 10 of this Contract.

13. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. The Contractor shall not employ any persons or hire any subcontractors who employ any persons who are noncitizens of the United States unless such persons possess all current documentation permitting that person to legally be employed in the United States.

14. RESERVED

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. The exclusive Venue for any action arising out of this Contract shall be in the state courts of Okaloosa County Florida and nowhere else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed as a waiver the City's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time, or as provided for in any other law. The parties further agree that the City, through execution of this Contract, has not waived any rights and defenses afforded to it by law.

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

15.5 Attorney's Fees

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

15.6 No Assignment

No part of this Contract shall be assigned by either party to any other third party without the prior written consent of the non-assigning party.

15.7 Binding on Successors

This Contract is binding on both of the parties, their successors, administrators, and assigns.

15.8 WAIVER OF RIGHT TO JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.

15.9 Duplicates and Counterparts

This Contract may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

15.10 Public Records Law

Contractor must comply with the public records law, Chapter 119, Florida Statutes; specifically, Contractor must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the City.
- d. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the public agency upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY AT (850) 837-4242 OR BY MAIL AT CITY OF DESTIN, CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541.

15.6 Notices

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

As to the City:
Lance Johnson, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

With a copy to:
Kyle S. Bauman, City Attorney
Anchors Smith Grimsley
909 Mar Walt Drive, Ste 1014
Fort Walton Beach, Florida 32547

As to the Contractor:
CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 4th day of September, 2019.

CITY OF DESTIN:

By: Lance Johnson
Lance Johnson
City Manager

ATTEST:

Rey Bailey
City Clerk

SEAL

APPROVED AS TO LEGAL FORM:

Kyle S. Bauman
Kyle S. Bauman, Esq.
City Attorney

CrowderGulf Joint Venture, Inc.

By: Ashley Ramsay-Naile
(Signature)

Printed Name: Ashley Ramsay-Naile

Its: Sr. Vice President/COO

WITNESS: Wesley Nailo

WITNESS: Maya Chellai Tunn

CONTRACT EXTENSION AGREEMENT

This agreement and amendment, dated the 2nd day of January 2022, is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and CrowderGulf Joint Venture, Inc. The purpose of this agreement is to extend a Contract for services originally dated September 4, 2019 between the City of Destin and CrowderGulf Joint Venture, Inc. to provide miscellaneous debris removal/disaster recovery services for the City.

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 4, 2019 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This 3rd of 4 possible extensions will expire on December 31, 2023.** Both parties must agree prior to the extension of any additional extension agreement and neither party has the right to unilaterally extend the contract.

It is understood that final authorization for this Agreement must be made by the Destin City Council.

Except as otherwise modified by this Contract Extension Agreement, the terms of the original contract between the parties is in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

CITY OF DESTIN

Witnesses:

(Signature)

By: _____
Lance A. Johnson, City Manager

(Signature)

ATTEST: _____
Rey Bailey, City Clerk

CROWDER-GULF JOINT VENTURE

Witnesses:

(Signature)

By: _____
(Signature)

(Printed Name and Title)

(Signature)

ATTEST: _____

(Printed Name and Title)

Distribution: 1 Original to City Clerk, Vendor
1 Copy to Public Works, Finance, City Attorney

City of Destin, FL

RFB # 19-04-PS

Disaster Recovery Services

Thursday, June 6, 2019 @ 2:00 pm

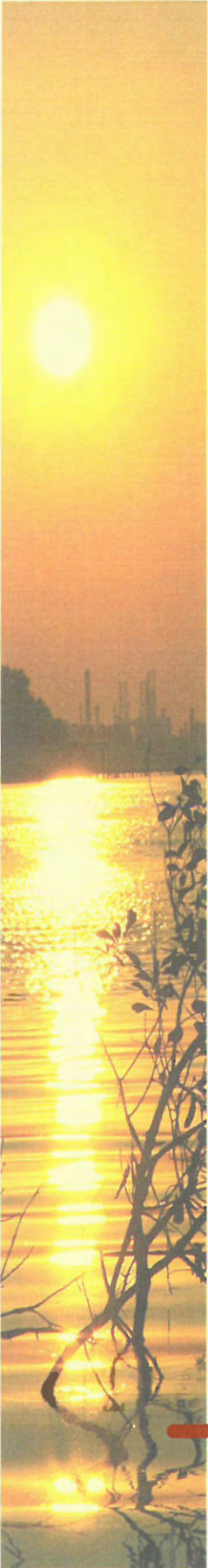


*Crowder Gulf is committed to protecting
and preserving our environment.
As part of this effort, our proposal is on
recycled paper.*

John Ramsay, President & CEO
5435 Business Parkway
Theodore, Alabama 36582
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com

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	➤ Mobilization	41
	➤ Debris Emergency Response	44
	➤ Debris Recovery Operations	45
	➤ Documentation and Reimbursement	59
	❖ <u>Essential Support Functions</u>	
	➤ Readiness Planning and Training	65
	➤ Subcontracting	66
	➤ Quality Control	71
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✓	Key Personnel	76



A. Attachment 1 – Bid Form

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
BID DOCUMENT
ATTACHMENT 1**

Company: CrowderGulf Joint Venture, Inc.
Address: 5435 Business Parkway
City & State: Theodore, AL Zip Code: 36582
Telephone: 800-992-6207 Fax: 251-459-7433
Number of Years in Business: 17

The following is a listing of services and/or tasks to be provided by the CONTRACTOR to the CITY upon receipt by CONTRACTOR of a Notice to Proceed:

SCOPE OF SERVICES PART ONE – DEBRIS REMOVAL

Emergency Road Clearance

The CONTRACTOR shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the CITY. This operational aspect of the scope of services shall be for the first 100 (plus or minus) hours after an event. Once this task is accomplished, the following tasks will begin as required.

Debris Removal from Public Property (Rights-of-way, Publicly Owned Properties - Pick-up and Haul)

As identified by and directed by the CITY, the CONTRACTOR shall accomplish the demolition, pick-up and hauling of all eligible debris to the designated Temporary Debris Staging and Reduction Sites (TDSRS's) from public property and rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

Debris Removal from Private Property (Right of Entry Program - Pick-up and Haul)

Should an imminent threat to life, safety and health to the general public be present on private property, the CONTRACTOR (as identified by and directed by the CITY, will accomplish the pick-up and hauling of debris to the TDSRS's from private property). Upon receipt of the completed right of entry form and hold harmless agreement from private property owners, and execution of the non-duplication of benefits agreement from the CITY, the CONTRACTOR shall also demolish those residences and personal property, as identified by the CITY. The CONTRACTOR will place all debris collected through this process in the right-of-way, where the above scope of services (Debris Removal from Public Property) shall commence. The CITY feels that it is potentially in the best interest of the health and safety of its citizens to provide this service. Attached to this Agreement are copies of the forms to be executed by the individual property owners. The CONTRACTOR shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

Hazardous Stumps (Removal, Back-fill, Haul)

As identified and directed by the CITY, the CONTRACTOR shall remove all hazardous stumps, and haul each stump to a TDSRS. Each stump shall be inspected by the CITY and CONTRACTOR and documented as to the appropriate category of size for invoicing (see Attachment 2 for site categories and prices). The CONTRACTOR shall back-fill each stump hole with compatible material as determined by the CITY and CONTRACTOR.

Temporary Debris Staging and Reduction Sites TDSRS

The contractor will prepare and maintain TDSRS's to accept and process all storm debris; maintain the TDSRS's approach and interior road for the entire period of debris hauling; any roads that require stone for stabilization for ingress and egress, will be furnished by CONTRACTOR; build and maintain a roofed inspection tower sufficient for a minimum of three (3) inspectors; the inspection of every load in and out which shall be further defined in documentation section below; process all debris in accordance with all local, state and federal rules, standards, and regulations; Processing may include, but is not limited to, reduction by tub grinding and/or incineration when approved, transporting and final disposal at a location agreed to by both parties. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes; all reduced debris as well as non-reducible debris will be disposed of at a location(s) agreed to by both parties.

TDSRS Site Reclamation

Site reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations; Site reclamation shall be accomplished in accordance with the CONTRACTOR's Debris Removal Operations Plan and Environmental Protection Plan.

Disaster Event Generated Hazardous Wastes Abatement

CONTRACTOR shall abate all hazardous waste identified by the CITY in accordance with all applicable Federal, State and Local laws, standards and regulations to include by not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199. Hazardous waste abatement shall be accomplished in accordance with the CONTRACTOR'S Debris Removal Operations Plan and Environmental Protection Plan. Prices for this service will be negotiated at time of Event dependent upon types of materials, quantities and hazards present. Prices shall be attached to this Agreement in the form of a Memorandum for the Record.

Sand Screening

The CONTRACTOR shall screen all sand, as directed by the CITY, to remove all eligible debris deposited by an Event. This task includes the pick-up of debris laden sand, hauling debris laden sand to the processing screen located on the beach, processing the debris laden sand through the screen and returning clean sand to the approximate original location on the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the scope of services located above for Debris Removal from Public Property.

Documentation and Inspections

All storm debris shall be subject to inspection by the CITY or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state and Federal laws. The CONTRACTOR will, at all times, provide the CITY access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The CONTRACTOR and the CITY will have in place at the TDSRS's, personnel to verify the contents and cubic yards of the vehicles entering the TDSRS's. Records will be maintained of every vehicle entering the TDSRS, its cubic yardage and verification the vehicle leaving the TDSRS to ensure that it is in fact empty. The CONTRACTOR and the CITY will monitor the material to determine that it in fact consists of eligible debris. The CONTRACTOR and the CITY will have in place at the pickup site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use the CONTRACTOR and the CITY will establish and record the certified cubic yard capacity and will inspect each haul truck. The CONTRACTOR will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable.

The CONTRACTOR will assist the CITY in preparation of Federal (FEMA) and State reports for any potential reimbursement through the training of CITY employees and the review of documentation prior to submittal. The

CONTRACTOR will work closely with the Florida Division of Emergency Management, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies.

Priority of Work Areas

The CITY will establish the priority of and shall approve the work area in advance, which the CONTRACTOR will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The CONTRACTOR shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery and general laborers used by the CONTRACTOR. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the CITY.

Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS's will be allowed during visible daylight hours only between dawn and dusk. The CONTRACTOR may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS's, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the CONTRACTOR deems it necessary and safe. CONTRACTOR shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

Debris Disposal

The CONTRACTOR shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all- applicable Federal, state and local laws, standards and regulations. Final disposal locations shall be at the discretion of the CONTRACTOR with prior acceptance of the CITY. Information regarding the location of final disposal shall be attached to this Agreement in the form of a Memorandum for the Record. The CONTRACTOR and CITY inspector assigned to the disposal process shall maintain disposal records and documentation. Documentation shall- be quantified in Cubic Yards.

White Goods

The CONTRACTOR may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Florida Administrative Code. The CONTRACTOR shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws. Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the CONTRACTOR in accordance to applicable regulatory requirements. There is no additional payment made for handling of white goods as this cost of work is included in the cubic yard unit price for debris removal.

SCOPE OF SERVICES PART TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE
See Note (1)

As addressed in our questions to the City, these functions are typically handled by the City's Monitoring Firm. CrowderGulf will work with the City and Monitoring firm to help with these functions, as requested.

1. PUBLIC ASSISTANCE PROGRAM

a) Damage Survey Report (DSR) or Project Worksheet (PW)

- i) Official DSR/PW requests - Assist CITY personnel in the following:
 - 1. Identification of expenditures eligible for reimbursement
 - 2. Submission of official "request for DSR inspection"
- ii) Local government representation on DSR/PW team - Train and assist CITY Personnel to accomplish the following:
 - 1. Identification of eligible items for reimbursement
 - 2. Review of DSR/PW for accurate scope of work
 - 3. Review of DSR/PW for accurate unit costs
- iii) Recovery process documentation - Assist CITY personnel in the following:
 - 1. Creation of recovery process documentation plan
 - 2. Maintenance of documentation of recovery process
- iv) Force Account Labor vs. Contract Labor
 - 1. Recommendations to government officials on need to contract or utilize force account labor
- v) Recovery process oversight
 - 1. Recommendation to government officials on need to contract for project management for projects requiring intense oversight
 - 2. DSR/PW tracking through State and Federal process
 - 3. Written and oral status reports to government officials

b) Documentation Support

- i) Review of record system for applicability to Federal and State requirements and,
- ii) Orientation and training of City personnel on requirements for quality and quantity of required documentation and,
- iii) Assist in selection of "Clerk of Records" and provide detailed training for documentation and,
- iv) Review documentation for accuracy and quantity and,
- v) Assist in preparation of claim documentation.

c) Consultation and negotiation services

- i) Recommendations to government officials on plans of action and,

ii) Provide guidance to government officials on issues involving Federal and State reimbursement and,

iii) Assist CITY officials in negotiations with Federal and State officials.

d) Other representations as may be requested and/or required.

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

NOTE (1): This is the concept of complete recovery management support where Contractor would assist an applicant on all aspects of the recovery process. Contractor personnel cannot assume the Sovereign Duties of the CITY officials; therefore, these services shall be in the form of guidance and consultation.

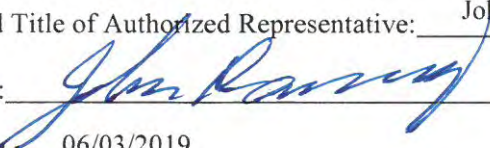
Bid Certification:

In accordance with your request for bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this bid or in the contract to be executed, and that it is made without any connection with any other person(s) making bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: John Ramsay, President & CEO

Signature:  (Print or Type)

Date of Bid: 06/03/2019

Note: Attach all required information to this Bid form.

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

END OF BID FORM



B. Number of Years in Business

B. Number of Years in Business

CrowderGulf At-A-Glance

- Full time (365 days/yr) Debris Management Company with over 50 years of successful experience in debris management, removal and disposal services.
- Bases of Operation:

<u>Primary</u>	<u>Theodore, Alabama</u>
<u>Satellite Offices</u>	Coral Springs, Davenport, Florahome, Clearwater and Winter Garden, FL Rocky Mount, North Carolina Hilton Head Island and Laurens, South Carolina Austin and Denton, Texas
- Never failed to complete all contract obligations and never defaulted on a contract.
- Committed to the same Project Management Team remaining with the project from start to finish.
- Large cadre of management personnel with extensive disaster debris training and experience.
- Completed simultaneous debris projects after all major hurricanes since 1969.
- Over 485 disaster recovery projects successfully completed.
- Successfully removed, reduced and disposed of over 365 million cubic yards of debris.
- Industry leader in waterway debris removal, including work after Hurricane Sandy and Deep Horizon Oil Spill.
- Fully committed to using local citizens and qualified local subcontractors to the maximum extent, including Minority Business Enterprise (MBE) owners.
- No lawsuits, liens or judgments by clients ever filed or pending and no bankruptcy proceedings filed or pending.
- No lawsuits, liens or judgments by CrowderGulf to clients ever filed.
- Over 350 pieces of company-owned/leased equipment available for rapid response.
- Experienced in providing FEMA compliant documentation to every client. We provide unlimited support and accurate documentation to help ensure that no clients are denied reimbursement.
- Well-developed and proven Debris Management and Operations Plan that is reviewed and revised after every event.
- Quality Control always maintained to reinforce the "Clean as You Go" policy for debris removal.
- Technical advice and training available to all clients throughout the contract term, at no cost to client.
- Significant financial strength:

AGGREGATE BONDING CAPACITY	\$ 500,000,000
SINGLE BONDING CAPACITY	\$ 250,000,000
OTHER AVAILABLE FUNDING	\$ 80,000,000

Over Fifty Years of Debris Management Experience

CrowderGulf's owners, John and Woodie Ramsay, joined forces with local contractors in 1969 to clean up Biloxi and much of the Mississippi Gulf Coast after Hurricane Camille. The business continued to grow and in 1984, they began doing business as Gulf Equipment Corporation, an Alabama General Contractor licensed in seven Southeastern states. Based on the work generated, John and Woodie developed three divisions in Gulf Equipment: tower erection, construction, and disaster management.

In 2002, CrowderGulf was formally created by the Ramsay brothers as an independent disaster management company. During the last four and a half decades, CrowderGulf has managed over **485 disaster recovery projects in 15 states and has successfully removed, reduced and disposed of over 365 million cubic yards of debris**. CrowderGulf's current and past performance, as highlighted in this proposal, demonstrates our expertise in successfully completing multiple contracts simultaneously, regardless of their locations or the amount of damage.

CrowderGulf has encountered and successfully handled everything within the City's Scope of Work identified in this RFP. We are committed to completing every project in a minimum amount of time and in a safe, orderly, and practical manner. CrowderGulf contracts have involved disaster debris work in all eligible areas identified in FEMA's Public Assistance Program, Category A. The confidence that we can deliver services to the City effectively and efficiently is bred from our past successes.

All disaster management work is completed in full regulatory compliance with all agencies involved in disaster recovery, including the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), the Environmental Protection Agency (EPA), the Florida Department of Environmental Protection, the Florida Department of Health, and the Florida Department of Transportation. This commitment to regulatory detail has earned CrowderGulf a reputation as a company of integrity, dependability and reliability.

CrowderGulf is committed to working as a team with City personnel to facilitate the pre-planning that will assure a smooth debris removal operation in the event of a disaster. We can assist in preparing and updating Debris Management, Emergency Operations and Mitigation Plans. In addition, CrowderGulf will provide preparedness training designed specifically to meet the needs of the City. **Our training and technical advice is provided free of charge throughout the contract term.**

The CrowderGulf Staff is dedicated to providing the City of Destin with priority service, quality performance and expert on-site management. The combination of CrowderGulf's human resources, extensive equipment inventory, financial capacity and experienced subcontracting teams, allow the company to honor all contractual commitments with dispatch and efficiency, regardless of geographic location or size of disaster. The depth of these integrated components will also allow CrowderGulf to respond to those special needs of the City that may not have been considered in the pre-event contract.

"The County of York has worked with CrowderGulf on three different storm events. On all three events CrowderGulf's professionalism, responsiveness, and attention to detail was outstanding! As a Manager, I could not have asked for any more support than they provided to us during these events."

*Frank Hedspeth, Waste Services Manager
County of York, VA*

CrowderGulf Services Available to the City of Destin

CrowderGulf has a plan tailored to meet the needs and specific requirements of the City of Destin. The services provided will consist of furnishing all labor, materials, and equipment to complete and deliver full Emergency Response and Recovery Services. CrowderGulf is able to offer the City the widest possible spectrum of debris management and disaster recovery services which are itemized below:

Pre Planning & Training

Annual pre-disaster debris management planning sessions include training, review of emergency management plans, Debris Management Site (DMS) selection and other disaster recovery components.

Emergency Road Clearance "PUSH"

CrowderGulf provides push services by making certain that roadways designated by the City are clear and passable within 70 working hours from issuance of a Notice to Proceed (NTP) with such clearance.

**ROW & ROE Debris Removal**

CrowderGulf performs permitting, clearing, and/or removing FEMA eligible disaster related debris from the public rights-of-way, private property, streets, roads, canals, lakes, ponds and waterways in the City's jurisdiction as directed. Each load of debris is accurately and verifiably recorded on load tickets and presented to the City daily along with requested daily and weekly reports.

Development and Operation of DMS

CrowderGulf constructs DMS to handle the volume of debris generated in the City by the disaster. Operation of the DMS includes debris separation, reduction, recycling and proper holding, separating and disposal of hazardous waste and fluids. DMS are fully restored to original condition after project completion. CrowderGulf can also assist in selecting and identifying appropriate DMS locations and provide site specific operational plans.

**Final Debris Disposal**

CrowderGulf disposes of all debris, including reduced debris, in accordance with all applicable federal, state and local laws, standards and regulations. Tipping fees are typically associated with final disposal facilities and can be paid by CrowderGulf and back billed at a later date as a pass through cost at the City's request.

Stump Removal

All stump removal will be conducted following all FEMA 325 regulations. Stumps left on the rights-of-way will be hauled as regular vegetative debris. Only hazardous stumps that meet FEMA stump requirements will be removed upon FEMA approval. Complete documentation will be collected before and after the extraction.

**Tree Trimming & Removal (Leaners and Hangers)**

CrowderGulf performs tree trimming and removal in accordance with American National Standard ANSI A300. Other tasks also associated with tree trimming are tree topping, stump grinding, grubbing, clearing, hauling and disposal of trees to abate imminent and/or significant threats to public health and safety. All Tree work is directed by the City and a FEMA representative.

Demolition

CrowderGulf provides demolition services and removal of condemned structures and buildings that pose a threat to public health and safety. All demolition services requested are commenced with safety and regulatory requirements in place and all local, state and federal requirements are followed.



Derelict Vehicle Removal & Abandoned Vehicle Removal

CrowderGulf can perform all aspects of vessel and vehicle removal from land or water. Also offered is assistance with Ownership records and contact verification procedures. If needed, a storage site is established, maintained and managed for the vessel and/or vehicle holding as may be required by law. Documentation is kept on all stages of the removal of each vessel and vehicle from collection to final disposal.



Removal & Disposal of White Goods & E-Goods

CrowderGulf is experienced in the special handling of white goods (refrigerators, stoves, ac units, etc.) and e-goods (electronic equipment). All regulations on the proper disposal of hazardous fluids removal are followed.

Waterway Debris Removal & Shoreline Restoration

CrowderGulf has completed numerous projects throughout the Southeast removing marine debris from storm water drainage ditches to large rivers and canal systems. Removal of debris from the rivers and canals can require the use of shallow draft boats and barges equipped with knuckle-booms or track-hoes with debris grapples. In shallow water areas with limited access and extremely sensitive areas, the debris will be removed by hand labor. CrowderGulf has also completed earthen fill repairs and restoration as well as armored shorelines consisting of rip-rap, (both stone and recycled concrete). Additionally, CrowderGulf has the capabilities and experience to install gabions, geo-web products and various types of bulkheads and retaining walls.



Sonar Scanning

CrowderGulf has conducted numerous large scale operations utilizing sonar imagery and underwater video and photography. Sonar scanning is a technological and efficient way to locate and remove sunken marine debris from waterways.

Technical Disaster Recovery Assistance

CrowderGulf can provide assistance with all aspects of the Public Assistance Program including damage survey reports, project worksheets, documentation support and consultations/negotiation services and any other technical assistance needed.



Other services CrowderGulf is experienced in are, but not limited to:

Household Hazardous Waste (HHW)	
Temporary Ice, Water and Other Consumables	
Levee Construction	Hazardous Materials Handling
Land Clearing and Site Preparation	Historic Property Preservation
Road and Utility Work	Temporary Power Services/Generators
Marine Salvage	Dredging
Marine Construction	Pile Driving
Bulkhead and Pier Replacement	Bio-Mass Recycling
Portable Housing	Wetlands Restoration
Cellular Tower Construction	

Unique Services - New Drone & GoPro Capabilities

CrowderGulf utilizes the latest in Drone Technology to access and document projects. As of 2015, CrowderGulf has utilized **3D Robotics Solo Smart Drones** and **DJI Phantom Series Drones** on some of our projects. At client's request and supplemental cost, implementation of aerial technology has provided beneficial intelligence of existing conditions to help better prepare the response for areas that are still unreachable by truck or boat. Coupled with state of the art software, real time aerial maps and models can be constructed on site to deliver information never before available to the client in a timely manner. These capabilities have increased the effectiveness of training with our Clients, by providing recent project data and experiences to reference. Pricing for the CG Drone Operations can be provided upon request.



*Aerial footage of the
Hurricane Matthew
Debris Removal
Operation on Hilton
Head Island, SC*

- Feb. 2017(left)

*Aerial Image of Debris
Management Site on Hilton
Head Island, SC during the
Hurricane Matthew Debris
Removal Operation (right) aided
in site documentation and
updates to client.*



Benefits of Utilizing Drone Technology:

- High Resolution Aerial Maps of DMS or Affected Area
- Debris Estimation
- Damage Assessments
- 3D Computer Models
- High Definition Video
- Live Stream Video for EOC or other meetings
- Site/Project Documentation
- Historical Documentation
- Allows for effective decimation of information to the public showing the scope of the project
- Training
- Much more cost effective than traditional aerial platforms
- Can be deployed quickly in the most austere environments with little support



Custom Aerial Maps produced on site allow for the real time flow and decimation of critical information. These maps can be overlaid with annotations and area/volume calculations.



C. Location



C. Location of Firm

CrowderGulf Joint Venture Inc.
5435 Business Parkway
Theodore, AL 36582
Approximately 100 Miles Away from the City of Destin, FL

CrowderGulf Joint Venture, Inc.

Disaster Administration Office
5435 Business Parkway
Theodore, Alabama 36582
Phone: 800-992-6207
Fax: 251-459-7433
jramsay@crowdergulf.com

www.crowdergulf.com

FEIN: 01-0626019
Incorporated in 2002
FL License CGC1522633

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jramsay@crowdergulf.com

Senior Vice President & COO
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Regional Director
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(859) 963-8672 cell

jcampbell@crowdergulf.com

Senior Documentation Director
Margaret Wright, Ph.D.
(251) 604-6346 cell

mwright@crowdergulf.com

Regional Manager
Don Madio
Clearwater, FL
(813) 285-8749

dmadio@crowdergulf.com

Bonding

Bowen, Miclette & Britt of Florida, LLC
Mr. Jim Congelio, Sr.
1715 N. Westshore Blvd., Suite 920
Tampa, FL 33607
813-282-1938

Insurance

Point Clear (Gray Insurance)
Mr. G. B. Taylor
368 Commercial Park Drive
Fairhope, AL 36532
251-990-9050

D. Project Work Experience



D. Previous Work Experience / Past Performance

The chart below contains a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor (unless otherwise stated) for the past 5 years. A complete list can be made available dating back to Hurricane Frederick in 1979.

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2018 Hurricane Michael CAT V (FL)	9 Activations – 24 DMS's	\$188,558,900 + Total Event Cost	10,178,510 + Total Event CY	
Apalachicola, FL 10/21/2018-12/18/2018	Removed & Disposed: vegetation; Reduced: Grinding (52,178cy); Leaners (5) & Hangers (1.267 trees); White Goods (8); Monitored by Tetra Tech	\$1,044,871	59,069	Ronald W. Nalley , City Manager; 1 Avenue E., Apalachicola, FL 32320; amklibrary2017@gmail.com ;
Bainbridge, GA 04/04/2019-Ongoing	Removed & Disposed: vegetation; Reduced: Grinding (5,380cy); Leaners (367) & Hangers (40,335 trees); Monitored by True North	\$465,313	5,380	
Bay Co, FL 10/17/2018-Ongoing	Removed & Disposed: vegetation; C&D Compact (396,328cy) Reduced: Grinding (1,401,632cy) Leaners (3,814) & Hangers (5,782 trees); White Goods (32); Monitored by Landfill Strategies	\$28,526,902	1,797,668	Keith Bryant , Director of Public Works; 840 W. 11st Street, Panama City, FL 32401; 850-248-8302; kbryant@baycountycl.gov
Carrabelle, FL 10/30/2018-12/19/2018	Removed & Disposed: vegetation; Reduced Grinding (18,456); Hangers (404 trees); Monitored by Tetra Tech	\$360,820	20,056	Courtney Dempsey , CRA Director; 1001 Gray Avenue, Carrabelle, FL 32322; 850-544-5233; citycbe@gcom.net
Dauphin Island, AL 10/10/2018-10/22/2018 01/10/2019-2/13/2019	Sand Removal	\$271,683	Hrly	Mayor Jeff Collier ; 1011 Bienville Blvd.; Dauphin Island, AL 36528 251-861-5525; jcollier@townofdauphinisland.org
Decatur Co, GA 03/22/2019-Ongoing	Removed & Disposed: vegetation; Leaners (1,914) & Hangers (18,585 trees); Monitored by True North	\$2,064,609	17,208	
FL DEP 02/07/2019-Ongoing	Removed & Disposed: waterway vegetation; Reduced Grinding (116,673cy); Monitored by Eisman Russo	\$17,462,034	141,132	
Franklin Co, FL 10/16/2018-01/24/2019	Removed & Disposed: vegetation; Reduced Grinding (90,244cy); Leaners (67) & Hangers (1,414 trees); Ewaste (94); White Goods (233); HHW (145lbs); Monitored by Tetra Tech	\$2,213,220	126,087	Pamela Brownell , EM Director; 28 Airport Rd., Apalachicola, FL 32320; 850-653-8977 ext 100; Cell 850-653-6748; em3frank@fairpoint.net
Jackson Co, FL 10/12/2018-Ongoing	Removed & Disposed: vegetation; Reduced Grinding (2,221,316cy); Leaners (12,767) & Hangers (15,008 trees); Stumps (7); Monitored by Metrics	\$36,213,608	2,352,198	Rodney Andreasen , Director of Emergency Management; 2819 Panhandle Rd., Operations Complex, Marianna, FL 32446; 850-718-0007; Cell 850-573-1058; randreasen@jacksoncountycl.com
Lynn Haven, FL 10/10/2018-5/9/2019	Removed & Disposed: vegetation; Reduced Grinding (500,178cy); Leaners (404) & Hangers (1,580 trees); Stumps (21); Monitored by Tetra Tech. Provided Sat. Phones	\$10,325,243	633,615	Michael White , City Manager; 825 Ohio Ave., Lynn Haven, FL 32444; 865-265-2121, Cell 850-814-8740; citymanager@cityoflynnhaven.com
Mexico Beach, FL 2/25/2019-Ongoing	Dredging Canal and disposing of hurricane debris	\$4,249,831	38,000	
Panama City Beach, FL 01/14/2019-01/24/2019	Removed & disposed of vegetation (54,233cy) & C&D (7,017cy) ground on site and hauled out (18,074cy)	\$444,581	61,250	Janine Thomas , PW Senior Administrative Support Specialist, 116 S. Arnold Road Panama City Beach, FL 32413 850-233-5100 jthomas@pcbqov.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Panama City, FL 10/11/2018-Ongoing	Removed & Disposed: vegetation; C&D Compact (1,234,118cy); Reduced Grinding (2,051,548cy); Leaners (13,503); Hangers (31,176 trees); Stumps (2,546); Monitored by Landfill Strategies	\$59,524,958	3,307,326	Neil Fravel , Director of Public Works; 819 E. 11 th Street, Panama City, FL 32401; 850-872-3015; nfravel@pcgov.org
Parker, FL 10/23/2018-5/10/2019	Removed & Disposed: vegetation; C&D Compact (159,189 cy) Reduced Grinding (389576cy); Leaners (344) & Hangers (846 trees); Stumps (21); Monitored by Tetra Tech	\$7,669,442	535,114	Nancy Rockwell , City Clerk; 1001 West Park Street, Parker, FL 32404 850-960-1908, Cell 850-528-9032; narowell@cityofparker.com
Washington Co, FL 10/18/2018-Ongoing	Removed & Disposed: vegetation; Reduced Grinding (1,403,361cy); Leaners (10,301), Hangers (35,683) Stumps (108); Monitored by Witt O'Briens	\$22,514,578	1,457,666	Ms. Lynne Abel , EM Public Safety Director; 2300 Pioneer Road, Chipley, FL 32428; 850-638-6203; label@washingtonfl.com
2018 Hurricane Florence CAT 1 (NC & SC)	18 Activations – 16 DMS's – FEMA-DR-4292-NC	\$28,521,987 Total Event Cost	1,851,851+ Total Event CY	
Bald Head Island, NC 10/09/2018-02/20/2019	Removed & Disposed: vegetation; Reduced Grinding (24,599cy); Leaners (275) & Hangers Trees (3,148); WG (225); HHW (1,440 lbs) Monitored by Landfill Strategies	\$1,383,281	34,059	Chris Clemmons , Director of Public Works; 110 Rothschild Street, Holden Beach, NC 28463; 910-842-6488; pworks@hbtownhall.com Chris McCall – Village Manager, 910-457-9700; cmccall@villagebhi.org
Bolivia, NC 10/02/2018-01/15/2019	Removed & Disposed: vegetation; Reduced Grinding (749cy); Leaners (10) & Hangers Trees (36); Monitored by Landfill Strategies	\$15,489	1,064	Dustin Graham , Director of Public Works; 700 Sunset Blvd., Sunset Beach, N 28468; 910-579-6297 ext 1048, Cell 910-443-1144; dgraham@sunsetbeachnc.gov Jane Marston , Mayor; 910-471-2024
Brunswick Co, NC 09/26/2018-01/24/2019	Removed & Disposed: vegetation, C&D Reduce Grinding (323,632cy); Leaners (2,196) & Hangers (19,133 trees); Monitored by Landfill Strategies	\$6,106,287	385,556	Wyatt Richardson , Operation Services Director of Parks & Recreation; 102 Town Hall Drive, Leland, NC 28451; 910-332-4651, Cell 910-470-7347; wrichardson@townofleland.com Micki Bozeman , Solid Waste Coordinator, micki.bozeman@brunswickcountync.gov
Caswell Beach, NC 10/05/2018-01/22/2019	Removed & Disposed: vegetation; C&D Reduced Grinding (8,722cy) ; Leaners (3) & Hangers (182 trees); Monitored by Landfill Strategies	\$154,906	10,520	Mayor Jane Marston ; PO Box 93, Bollivia, NC 28422; 910-471-2024; townhall.bolivia@atmc.net ;
Duplin Co, NC 10/01/2018-12/11/2018	Removed & Disposed: vegetation; Reduced Grinding (92,323cy); White Good (1,186cy); HHW (6,200 lbs); Monitored by Tetra Tech	\$2,682,013	190,032	Chris Vernon , Emergency Management Director; 209 Seminary St. Kenansville, NC 28349; 910-296-2160 x224, Cell 910-271-2772; chris.vernon@duplincountync.com
Fayetteville, NC 09/26/2019-12/07/2018	Removed & Disposed: vegetation; Reduced Grinding (126,511cy) ; Monitored by Tetra Tech	\$1,991,073	120,741	Jackie Tuckey , Public Information Officer 910-433-1854 jtuckey@ci.fay.nc.us Scott L. Bullard , Emergency Manager of Fire/EM; 433 Hay St., Fayetteville, NC 28301; 910-433-1789, Cell 910-551-4208; sbullard@ci.fay.nc.us
Holly Ridge, NC 10/04/2018-01/09/2019	Removed & Disposed: vegetation; Reduced Grinding (8,973cy) ; Hangers (135 trees); Monitored by Tetra Tech	\$143,935	11,575	
Jacksonville, NC 09/07/2018-02/06/2019	Removed & Disposed: vegetation: ROW to DMS and Reduced Grinding (273,805cy); Leaners (39,190) & Hangers (2,823 trees); Stumps (4); Monitored by Thompson	\$5,245,709	269,224	Wally Hansen , Public Services Director – Engineering & Construction; PO Box 128. Jacksonville, NC 28451; 910-938-5260; whansen@ci.jacksonville.nc.us ; Dr. Richard L. Woodruff , City Manager; 910-938-5220; citymanager@ci.jacksonville.nc.us
Leland, NC 09/29/2018-12/21/2018	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (113,668cy); Leaners (143) & Hangers (872 trees); Monitored by Landfill Strategies	\$1,527,901	113,668	Wyatt Richardson , Operations Services Director; 102 Town Hall Drive, Leland, NC 28451 Ofc: 910-332-4651 Cell: 910-470-7347 wrichardson@townofleland.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Navassa, NC 10/23/2018-11/28/2018	Removed & Disposed: vegetation and C&D. Monitored by Landfill Strategies	\$184,995	15,811	Mayor Eulis Willis; 334 Main St., Navassa, NC 28451; 910-371-2432; mayor@townofnavassa.org
Northwest, NC 10/16/2018-12/01/2018	Removed & Disposed: vegetation and C&D; Leaners (15) & Hangers (81 trees); Monitored by Landfill Strategies	\$29,944	1,879	Mayor James Knox - 910-515-9677 - cityofnorthwest@cityofnorthwest.com
North Topsail Beach, NC 09/18/2018-12/19/2018	Removed & Disposed: vegetation; ROW to DMS, C&D Reduction (40,178cy) and Sandscreening (37,171cy); Monitored by Tetra Tech	\$1,282,198	40,178	Thomas Best, Public Works Director; 3315 Gray St., North Topsail Beach, NC 28460; 910-328-9297, Cell 910-376-0453; tbest@ntbnc.org
Oak Island, NC 10/09/2018-01/23/2019	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (55,965) Leaners (154) & Hangers (2,752 trees); Monitored by Land Strategies	\$1,764,065	129,837	David Kelley, Town Manager; dkelly@ci.oak-island.nc.us
Onslow Co, NC 09/29/2018-01/12/2019	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (408,348); Leaners (78) & Hangers (9,313 trees); Monitored by Tetra Tech	\$6,349,681	477,354	Norman Bryson, Emergency Services Director; 1180 Commons Drive North, Jacksonville, NC 28546; 910-347-4270, Cell 910-340-5033; Norman_Bryson@onslowcountync.gov
Richlands, NC 10/05/2018-01/05/2019	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (7,600); Hangers (192 trees); Monitored by Tetra Tech	\$138,477	9,144	
Sandy Creek NC 10/15/2018-11/12/2018	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (1,189cy); Monitored by Land Strategies	\$14,987	1,889	Genn Marshall, Mayor; 910-655-6028 or 240-256-0810
SCDOT 09/14/2018-11/28/2018	Removed & Disposed: vegetation; HHW (540 lbs); Monitored by Thompson	\$117,808	4,867	Tom Johnson, SCDOT Manager / Emergency Operation; 803-354-2288; johnstona@scdot.org
Shallote, NC 10/05/2018-01/16/2019	Removed & Disposed: vegetation; ROW to DMS & Reduced Grinding (10,169cy); Monitored by Land Strategies	\$151,948	10,169	Mimi Gaither, Town Administrator; 910-619-7452
Swansboro, NC 09/07/2018-11/07/2018	Removed & Disposed: vegetation; Reduced Grinding (30,816cy); Leaners (8) & Hangers (90 trees); Monitored by Thompson	\$535,676	30,816	Scott Chase, Town Manager; 601 W. Corbett Avenue, Swansboro, NC 28584; 910-326-4428 x 175, Cell 910-712-4500; schase@ci.swansboro.nc.us
Varnamtown, NC 10/11/2018-01/15/2019	Removed & Disposed: vegetation; ROW to DMS and Reduced Grinding (4,369cy); Leaner (9); & Hanger (283 trees); Monitored by Land Strategies	\$68,261	4,369	Judy Galloway, Mayor; 910-842-6697; jllg@atmc.net
2018 Project Other Projects	4 Contracts	\$793,126		
Dauphin Island, AL	Tropical Storm Gordon – Sand Removal	\$14,000		Mayor Jeff Collier; 1011 Bienville Blvd.; Dauphin Island, AL 36528 251-861-5525; jcollier@townofdauphinisland.org
Eastern Shipbuilding Group	Dredging	\$741,332		Greg Bourdreaux, Project Manager 2200 Nelson Street Panama City, FL 32402 850-763-1900 xt. 3328 Cell: 850-819-9093, gbourdreaux@easternshipbuilding.com
Orange Beach, AL		\$2,200		Phillip West, Coastal Resource Manager; 4101 Oganee Beach Blvd., Orange Beach, AL 36561; 251-981-6788, Cell 251-747-6166; pwest@orangebeachal.gov
TNC – The Nature Conservancy	Constructed Living Shoreline; Channel Dredging; Spoils Removal and Helen Woods Park Oyster Castle Pallets	\$28,800		Mary Kate Brown, Coast Projects Manager, 118 N. Royal St. Suite 500 Mobile, AL 36602 251-433-1150 Cell: 251-550-3728, mkbrown@tnc.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2018 Red Tide / Fish Kill Cleanup	6 Contracts Activated for Event	\$2,341,980 Total Event Cost		
Barrier Islands Park, Boca Grande, FL 8/8/2018-8/14/2018	Remove debris from beach	\$7,051	Hrly	Sharon McKenzie , Exec. Dir., Barrier Islands Parks Society, PO Box 637, Boca Grande, FL 33921, 941-964-0060, smckenziebips@gmail.com
Collier Co, FL 8/27/2018-9/4/2018	Remove debris from Canal & Bay	\$47,444	Hrly	Gary McAlpin , Gary.McAlpin@colliercountyfl.gov
Ft Myers Beach, FL 7/31/2018-8/12/2018	Remove debris from Beach / Canal & Bay	\$262,767	Hrly	Chelsea O'Riley , chelsea@fmbgov.com
Lee Co, FL 8/20/2018-9/3/2018	Remove debris from Beach / Canal & Bay	\$374,201	Hrly	Mary Tucker , Dir of Procurement, Lee Co Board of County Commissioners, 1500 Monroe St, 4th Floor, Ft Myers, FL 33901, 239-533-8881, mtucker@leegov.com
Sanibel, FL 7/31/2018-9/6/2018	Remove debris from Beach / Canal & Bay	\$1,556,961	Hrly	Laura Zautcke , Ops Manager, City of Sanibel, 800 Dunlop Rd, Sanibel, FL 33957, 239-472-9615, ext 368, Laura.Zautcke@mysanibel.com
Sarasota Co, FL 8/28/2018-8/31/2018	Remove debris from Beach	\$93,556	Hrly	Lois Rose , Solid Waste Mgr. 4000 Knights Trail Road Nokomis, FL 34275 Ofc: 941-861-1589 Cell: 941-650-0722 Fax: 941-486-2620 lerose@scgov.net
2017 Hurricane Nate	3 Contracts Activated for Event	\$2,119,616 Total Event Cost	165,947 Total Event CY	
Dauphin Island, AL 10/8/2017-4/3/2018	Clearing Sand from the Roads	\$2,100,704	163,903	Jeff Collier , Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org Wanda Sandagger , Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
Dauphin Island Water Authority, AL 12/12/2017-12/15/2017	Sand Push	\$5,702	Hrly	Vaile Feemster , DIWSA@AOL.COM
Mobile, AL 11/16/2017-11/20/2017	Removed & Disposed: C&D,	\$18,911	2,044	Bill Harkins , Public Works Dir, harkinsb@cityofmobile.org
2017 Hurricane Irma	64 Contracts Activated for Event - 115 DMS Managed for Event	\$202,589,827 Total Event Cost	10,447,423 Total Event CY	
Apopka, FL 9/24/2017-01/26/2018	Removed & Disposed: vegetation, hangers (1,194 ea), stumps (15); Tasks: Storm Sewer Cleaning; Monitored by Landfall Strategies	\$2,108,037	150,295	Josh Robinson , Solid Waste Operations Manager, 748 E. Cleveland St. Apopka, FL 32703, 407-703-1731 fax: 407-703-1748 jrobinson@apopka.net
Arcadia, FL 10/2/2017-12/11/2017	Removed & Disposed: vegetation, hangers (894 trees), leaners (107 trees), stumps(13); burned (33,868); Reduced: at 1 site by burning; Monitored by Landfall Strategies	\$499,522	33,868	Beth Carsten , Finance Director 23 North Polk Ave. Arcadia, FL 34266, 863-494-4114 fax: 863-494-4712 ecarsten@arcadia-fl.gov Penny Delaney , City Clerk 23 North Polk Ave. Arcadia, FL 34266 863-494-4114 fax: 863-494-4712 pdelaney@arcadia-fl.gov
Aventura, FL 9/15/2017-11/07/2017	Removed & Disposed: vegetation, mulch, hangers (708 trees) Reduced: at 1 site by grinding Monitored by Volkert	\$379,842	8,367	Joseph Kroll , Public Works Director 19200 W. County Club Drive Aventura, FL 33180 cell: 305-525-1694, ofc: 305-466-8970 fax: 305-466-3277 jkroll@cityofaventura.com Alan Levin , Public Works Operations Manager 19200 W. Country Club Drive Aventura, FL 33180 cell: 305-218-6844 ofc: 305-466-8931 alevine@cityofaventura.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Bonita Springs, FL 9/23/2017-12/12/2017	Removed & Disposed: C&D, vegetation, grind (412,401), mulch, leaners (357) / hangers (10,148 trees) Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$6,521,630	440,154	Matt Feeney , Public Works Director 9101 Bonita Beach Road, Bonita Springs, FL 34135 ofc: 239-949-6246 fax: 239-949-6245 matt.feeney@cityofbonitasprings.org	Arleen Hunter , Assistant City Manager 9101 Bonita Beach Road, Bonita Springs, FL 34135 ofc: 239-949-6262 Arleen.hunter@cityofbonitasprings.org
Brevard Co, FL 9/18/2017-11/29/2017	Removed & Disposed: C&D, vegetation, mulch Reduced: at 4 site by grinding Monitored by Tetra Tech - ADMS	\$2,370,625	172,031	"Euri" Euripides Rodriguez , SW Dir, 2725 Judge Fran Jamieson Way, Bldg A, Ste 118, Viera, FL 32940, 321-633-2042, euripides.rodriguez@brevardcounty.us	
Casselberry, FL 9/20/2017-01/03/2018	Removed & Disposed: C&D, vegetation, mulch, leaners (58) / hangers (26 trees), stumps (21) Reduced: at 4 site by grinding Monitored by Tetra Tech - ADMS	\$364,046	20,817	Mr. Charles "Chuck" Smith Public Works Parks and Facilities Supervisor 95 Triplet Lake Drive Casselberry, FL 32707 cell: 321-388-4194 ofc: 407-262-7725 xt. 1717 csmith@casselberry.org	Willie Velez , Procurement Administrator 95 Triplet Lake Drive Casselberry, FL 32707 ofc: 407-262-7700 xt. 1137 fax: 407-262-7746, wvelez@casselberry.org
Charlotte County, FL 11/11/2017-01/26/2018	Removed & Disposed: C&D, vegetation, leaners (238) / hangers (5,070 trees); Monitored by Tetra Tech - ADMS	\$1,032,095	6,193 Tons	Richard Allen , SW Operations Manager, 25550 Harbor View Rd, Unit 2, Port Charlotte, FL 33982, 941-764-4393, richard.allen@charlottecountyfl.gov	
Chatham Co, GA 9/20/2017-1/9/2018	Removed & Disposed: C&D, vegetation, mulch, grind (60,495) Reduced: at 1 site by grinding Monitored by Thompson- ADMS	\$440,701	26,958	Robert Drewry , Director of Public Works 7226 Varnedoe Drive Savannah, GA 31406 ofc: 912-652-6842 fax: 912-652-6845 rdrewry@chathamcounty.org	Robin L. Maurer , Assistant Purchasing Director 1117 Eisenhower Drive, Suite C Savannah, GA 31406 ofc: 912-790-1623 fax: 912-790-1627 rmaurer@chathamcounty.org
Clay Co, FL 9/18/2017-1/10/2018	Removed & Disposed: C&D, vegetation, mulch, leaners / hangers; Reduced: at 6 site by grinding Monitored by Landfall Strategies	\$5,593,903	516,358	John Ward , EM Dir, 2519 SR 16 W, Green Cove Springs, FL 32043, 904-541-2767, John.Ward@claycountygov.com	
Cocoa Beach, FL 9/18/2017-10/25/2017	Removed & Disposed: C&D, vegetation, mulch, compacted C&D; Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$207,256	16,838	Rob Strong , Project Manager, Public Works, 1600 Minutemen Causeway, Cocoa Beach, FL 32932, 321-868-3316, rstrong@cityofcocoaabeach.com	
Coleman, FL 9/25/2017-12/18/2017	Removed & Disposed: vegetation, mulch, Stumps (6) Reduced: at 1 site by grinding Self Monitored	\$28,464	2,557	Mayor Milton Hill , 3502 E. Warm Springs Avenue Coleman, FL 33521 cell: 352-978-9938 ofc: 352-748-1017 Fax: 352-748-2291 miltonhill@cityofcolemanfl.com	Ruth Busby , Public Services Director 3502 E. Warm Springs Avenue Coleman, FL 33521 ofc: 352-748-1017 Fax: 352-748-2291 ruthbusby@cityofcolemanfl.com
Collier County, FL 5/15/2018-Ongoing	Removed & Disposed: drainage ditch debris, stumps (1,360), leaners (714); Monitored by Tetra Tech - ADMS	\$15,941,390	49,215	Gino Santabarbara , Gino.Santabarbara@colliercountyfl.gov	Tony Barone , Tony.Barone@colliercountyfl.gov
Deltona, FL 9/19/2017-12/18/2017	Removed & Disposed: vegetation, mulch, leaners (99) / hangers (2,734 trees); Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$3,257,453	288,403	Matt Doan , PW Dir, 2345 Providence Blvd, Deltona, FL 32725, 386-878-8950, mdoan@deltonafl.gov	
DeSoto Co, FL 10/2/2017-02/15/2018	Removed & Disposed: vegetation, mulch, leaners (459) / hangers (1 trees), stumps (228); Reduced: at 1 site by grinding Monitored by Landfall Strategies	\$1,479,493	91,100	Tom Moran , Emergency Management Director 2200 NE Roan Street Arcadia, FL 34266 Cell: 863-993-5855, Ofc: 863-993-4831, Fax: 863-993-4840 t.moran@desotobocc.com	Cindy Talamantez , Purchasing Director 201 E. Oak Street, Suite 203 Arcadia, FL 34266 Ofc: 863-993-4816 Fax: 863-993-4819 c.talamantez@desotobocc.com
Edgewater, FL 9/19/2017-11/2/2017	Removed & Disposed: vegetation Monitored by Witt O'Briens - ADMS	\$409,726	57,937	Brenda DeWees , Dir of Env Services, 409 Mango Tree Drive Edgewater, FL 32132 386-424-2400, bdeweess@cityofedgewater.org	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Edgewood, FL 9/21/2017-11/9/2017	Removed & Disposed: vegetation, mulch Reduced: at 1 site by grinding Monitored by Landfall Strategies	\$214,703	14,939	Bea L. Meeks , City Clerk, 405 Larue Ave. Edgewood, FL 32809 Cell: 352-267-8839, Ofc: 407-851-2920 Fax: 407-851-7361 bmeeks@edgewood-fl.gov	Mayor Ray Bagshaw 405 Larue Ave. Edgewood, FL 32809 Cell: 407-230-0355, Ofc: 407-851-2920 rbagshaw@edgewood-fl.gov
Estero, FL 09/22/2017-02/04/2018	Removed & Disposed: vegetation Monitored by Rostan	\$30,998	1,596	David Willems , Public Works Director 9401 Corkscrew Palms Circle Estero, FL 33928 239-221-5035 willems@estero-fl.gov	
Flagler Beach, FL 9/22/2017-10/21/2017	Removed & Disposed: vegetation, C&D, mulch Reduced: at 2 site by grinding; Monitored by Thompson - ADMS	\$320,364	25,535	Larry Newsom , City Manager, 105 South Second St, Flagler Beach, FL 32136, 386-517-2000, newsom@cityofflaglerbeach.com	
FL DEP – Waterway 09/18/2017-03/31/2018	Waterway Debris Removal; Remove waterway debris with boats to an offload site, load onto trucks for disposal	\$43,636,590	267,008	Scott Woolam , Sr Program Analyst, Div of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, Scott.Woolam@dep.state.fl.us	
Flagler Co, FL 9/26/2017-11/6/2017	Removed & Disposed: vegetation Monitored by Eisman Russo	\$402,926	22,491	Richard Gordon , Asst Co Engineer, 1769 E Moody Blvd, Building 2, Bunnell, FL 32110, 386-313-4006, rgordon@flaglercounty.org	
Ft Myers, FL 9/27/2017-12/5/2017	Removed & Disposed: vegetation, mulch, leaners (47) / hangers (3,060 trees) Reduced: at 2 site by grinding Monitored by Thompson - ADMS	\$3,757,646	258,992	Mr. Saeed Kazemi , City Manager 2200 Second Street Ft. Myers, FL 33901 Cell: 239-851-1753 Ofc: 239-321-7024 SKazemi@cityfmyers.com	Sandra Ryan , Interim Dep. City Clerk 2200 Second Stret Ft. Myers, FL 33901 Ofc: 239-321-7035
Ft Myers Beach, FL 9/27/2017-12/7/2017	Removed & Disposed: vegetation, mulch Monitored by Thompson - ADMS	\$257,847	20,298	Roger Hernstadt , Town Manager 2523 Estero Blvd. Fort Myers Beach, FL 33931 Ofc: 239-765-0202 Fax: 239-765-0909 Roger@fmbgov.com	Scott Baker , Director of Public Works 2523 Estero Blvd. Fort Myers Beach, FL 33931 Cell: 239-218-7733 Ofc: 239-765-0202 sbaker@fortmyersbeachfl.gov
Glades Co, FL 10/3/2017-2/26/2018	Removed & Disposed: vegetation, C&D Reduced: at 6 site by burning Monitored by Thompson - ADMS	\$397,295	42,414	Angela Snow Colegrove , EM Director 500 Ave J. Moore Haven, FL 33471 Cell: 863-673-1837 Ofc: 863-946-6020 Fax: 863-946-1091 asnow@myglades.com	Paul Carlisle , County Manager 500 Ave J. Moore Haven, FL 33471 Ofc: 863-946-6000 pcarlisle@myglades.com
Hardee Co, FL 9/19/2017-1/31/2018	Removed & Disposed: vegetation, C&D, hangers (5,592), leaners (3) Monitored by Witt O'Briens - ADMS	\$1,067,905	67,343	Jill Newman , EM Director 404 W. Orange St. Wauchula, FL 33873 Cell: 863-832-0324 Ofc: 863-773-6373 Fax: 863-773-9390 jill.newman@hardeecounty.net	Willie Nabong , PW Director 205 Hanchey Road Wauchula, FL 33873 Ofc: 863-773-3272 Fax: 863-773-0107 willie.nabong@hardeecounty.net
Hilton Head, SC	Push Operations	\$25,241	Hrly	Jennifer Lyle , Asst Town Engineer, One Town Center Ct, Hilton Head Island, SC 29928, 843-341-4779, jenniferl@hiltonheadislandsc.gov	
Jupiter, FL 9/11/2017-10/24/2017	Push Operations Removed & Disposed: vegetation, C&D Monitored by Tetra Tech - ADMS	\$370,420	43,668	Mr. Thomas "Tom" Discoll , Director of Engineering & Public Works 210 Military Trail Jupiter, FL 33458 Cell: 561-440-0213 Ofc: 561-741-2215 Fax: 561-741-2515 thomasd@jupiter.fl.us	Mr. Doug Koennicke , Town Engineer 210 Military Trail Jupiter, FL 33458 Ofc: 561-741-2258 Cell: 561-723-4680, dougk@jupiter.fl.us
Kissimmee, FL 9/18/2017-12/16/2017	Removed & Disposed: vegetation, C&D, mulch, e-waste (21) Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$494,146	29,638	Kerrith Fiddler , PW Director, 101 Church Street, Suite 301 Kissimmee, FL 34741 Cell: 407-252-7823 Ofc: 407-518-2164 kfiddler@kissimmee.org	George Allen , PW Operations Assistant Director 101 Church Street Kissimmee, FL 34741 Ofc: 407-518-2523 Cell: 407-624-0155 gallen@kissimmee.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Lake Co, FL 9/16/2017-02/28/2018	Removed & Disposed: vegetation, mulch, hangers (3,918 trees), leaners (22); Reduced: at 3 site by grinding Monitored by Tetra Tech - ADMS	\$6,114,179	355,512	Mary Hamilton Environmental Services Mgr., 323 N. Sinclair Ave. Tavares, FL 32778 Ofc: 352-483-9006 mhamilton@lakecountyfl.com	David Salinas , Public Works Landfill Supervisor., 13130 County Landfill Rd., Tavares, FL 32778 Cell: 352-636-0851 Ofc: 352-343-3776 Fax: 352-253-1690 dsalinas@lakecountyfl.gov
Lake Mary, FL 9/19/2017-12/9/2017	Removed & Disposed: vegetation, C&D, mulch, leaners (10), hangers (453 trees); Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$563,577	43,935	Bruce Paster , PW Director 911 Wallace Court Lake Mary, FL 32746 Cell: 407-463-8133 Ofc: 407-585-1452 bpaster@lakemaryfl.com	Jill Alvarez , Purchasing Coordinator 100 N. Country Club Road Lake Mary, FL 32746 Ofc: 407-585-1403 Fax: 407-585-1464 jalvarez@lakemaryfl.com
Lakeland, FL 9/19/2017-02/09/2018	Removed & Disposed: vegetation, C&D, mulch, leaners (413), hangers (12,189 trees), stumps (6); Reduced: at 3 site by grinding; Monitored by Thompson - ADMS	\$3,345,920	228,996	Heath Frederick , PW Director 228 S Massachusettes Ave. Lakeland, FL 33801 Cell: 386-747-2370 , Ofc: 863-834-6001 heath.frederick@lakelandgov.net	Greg James , PW Assistant Director 228 S. Massachusettes Avenue Lakeland, FL 33801 Cell: 863-608-1468 Ofc: 863-834-6040 greg.james@lakelandgov.net
Lauderdale-By-The-Sea, FL 9/16/2017-10/9/2017	Removed & Disposed: vegetation, hangers (131 trees) Monitored by Witt O'Briens - ADMS	\$71,211	6,748	Don Prince , Director of Municipal Services 4501 N. Ocean Drive Lauderdale-By-The-Sea, FL 33308 Cell: 954-275-0808 Ofc: 954-640-4232 Fax: 954-776-0578 DonP@lbts-fl.gov	Ralph "Bud" Bentley , Town Manager 4501 Ocean Drive Town of Lauderdale-By-The-Sea, FL 33308 Ofc: 954-640-4200 Fax: 954-776-1857 budb@lbts-fl.gov
Lazy Lakes, FL 9/17/2017-10/15/2017	Removed & Disposed: vegetation, hangers (3 trees)	\$2,887	332	Melissa Augustin , City Attorney, 3099 E Commercial Blvd, Ste 200, Ft Lauderdale, FL 33308, 954-771-4500, maugustin@cityatty.com	
Lee Co, FL 9/16/2017-7/5/2018	Removed & Disposed: vegetation, C&D, mulch, leaners (3,733)/ hangers (70,730 trees); Reduced: at 13 site by grinding Monitored by Thompson - ADMS	\$29,654,974	1,729,186	DR , Public Utilities Manager 10500 Buckingham Rd. Fort Myers, FL 33905 Cell: 239-229-5733 Ofc: 239-533-8000 Fax: 239-338-3337 jfournier@leegov.com	Jim Bjostad , Public Safety Emergency Manager 2675 Ortiz Ave. Ft. Myers, FL 33905 Cell: 239-476-2147 Ofc: 239-533-0617 Fax: 239-477-3636 jbjostad@leegov.com
Miami Springs, FL 9/14/2017-02/15/2018	Push Operations; Removed & Disposed: vegetation, C&D, mulch, leaners (314), hangers (3,862 trees), stumps (74) Reduced: at 1 site by grinding; Monitored by Thompson - ADMS	\$3,673,278	141,744	Tammy Romero , Procurement Specialist 201 Westward Drive Miami Springs, FL 33166 Ofc: 305-805-5035 Fax: 305-805-5018 romerot@miamisprings-fl.gov	William Alonso , City Manager 201 Westward Drive Miami Springs, FL 33166 Ofc: 305-805-5014 alonsow@miamisprings-fl.gov
Miami, FL 10/4/2017-12/14/2017	Removed & Disposed: vegetation, C&D, mulch, leaners (162), hangers (4,213 trees), stumps (103) Reduced: at 1 site by grinding; Monitored by Tetra Tech - ADMS	\$1,452,739	64,163	Mario F. Nunez , Solid Waste Director 1290 N.W. 20 Street Miami, FL 33142 Ofc: 305-960-2804 Fax: 305-960-2850 mfnunez@miamigov.com	Robert Williams , Solid Waste Superintendent 1290 N.W. 20 Street Miami, FL 33142 Ofc: 305-960-2837 Fax: 305-960-2845 robwilliams@miamigov.com
Mount Dora, FL 9/26/2017-10/28/2017	Removed & Disposed: vegetation Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$638,401	32,907	Mike Sheppard , Dep. Director Finance 510 N Baker St. Mount Dora, FL 32757 Ofc: 352-735-7179 Cell: 352-408-4692 sheppardm@cityofmountdora.com	John McKinney , Finance Director 510 N. Baker St. Mount Dora, FL 32757 Ofc: 352-735-7158 Cell: 321-205-6401 mckinneyj@ci.mount-dora.fl.us
Nags Head, NC 9/8/2017-10/12/2017	Supplied water pumps for standby use	\$11,486	Hrly	David Ryan , Town Engineer, 2200 Lark Ave. Nags Head, NC 27959 ofc. 252-441-6221, cell 252-475-0038, fax: 252-441-3350 david.ryan@nagsheadnc.gov	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Nassau Co, FL 9/18/2017-2/9/2018	Removed & Disposed: vegetation, mulch, leaners (81), hangers (7,113 trees); Reduced: at 1 site by grinding Monitored by Witt O'Briens - ADMS	\$2,978,945	209,674	Scott Herring PW Director 46026 Landfill Rd. Callahan, FL 32011 Ofc: 904-491-7330 Cell: 904-583-5665 Fax: 904-879-6323 sherring@nassaucountyfl.com	Shanea Jones , County Manager 96135 Nassau Pl. Suite 1 Yulee, FL 32097 Ofc: 904-530-6010 Fax: 904-321-5784 sjones@nassaucountyfl.com
North Port, FL 9/15/2017-12/13/2017	Removed & Disposed: vegetation, mulch, leaners (6), hangers (675 trees); Reduced: at 1 site by grinding Monitored by Rostan / Hall Pass - ADMS	\$737,413	47,241	Monica Bramble , Asst. PW Director 1100 N. Chamberlin Blvd. North Port, FL 34286 Ofc: 941-240-8060 Cell: 941-628-0015 Fax: 941-240-8063 mbramble@cityofnorthport.com	Frank Lama , Solid Waste Manager 1100 Chamberlain Blvd. North Port, FL 34286 Ofc: 941-240-8074 Fax: 941-429-7079 flama@cityofnorthport.com
Ocala, FL 9/18/2017-02/26/2018	Push Operations; Removed & Disposed: vegetation, mulch, leaners (96), hangers (377 trees); Reduced: at 2 site by grinding Monitored by Tetra Tech - ADMS	\$1,838,624	129,645	Darren Park , PW Director 1805 NE 30 th Ave. Bldg. 300 Ocala, FL 34470 Ofc: 352-351-6733 Cell: 352-414-8622 Fax: 352-351-6731 dpark@ocalafl.org	Ken Whitehead , Asst. City Manager 1805 NE 30 th Ave Bldg 600 Ocala, FL 34470 Ofc: 352-401-3974 Cell: 352-857-1223 kwhitehead@ocalafl.org
Okeechobee Co, FL 9/22/2017-12/08/2017	Removed & Disposed: vegetation, ash, mulch, leaners (5), hangers (1,742 trees); Reduced: at 1 site by burning & grinding Monitored by Culpepper & Terpening - ADMS	\$1,412,646	122,407	Mitchell Smeykal , EM Director 707 NW 6 th St. Ave Okeechobee, FL 34972 Ofc: 863-763-3212 Cell: 863-634-6273 Fax: 863-763-1569 msmeykal@co.okeechobee.fl.us	Russell Rowland , Asst Co Administrator 1700 NW 9 th Ave. Suite D Okeechobee, FL 34972 Ofc: 863-763-1811 Cell: 863-697-0121 Fax: 863-763-5529 rrowland@co.okeechobee.fl.us
Orange Co, FL 9/15/2017-2/26/2018	Removed & Disposed: vegetation, mulch, ash, leaners (152), hangers (3,762 ea & 15,556 trees), stumps (4), marine debris Reduced: at 3 site by grinding; Monitored by Tetra Tech - ADMS	\$6,869,563	364,326	Ralphetta Aker , PW Fiscal & Op Support Manager 4200 South John Young Parkway Orlando, FL 32839 Ofc: 407-836-8011 Fax: 407-836-7788 Ralphetta.Aker@ocfl.net	Jennifer Cummings PW Stormwater Manager 4200 S. John Young Pkwy Orland, FL 32839 Ofc: 407-836-7795 Cell: 321-689-7624 jennifer.cummings@ocfl.net
Orlando, FL 9/22/2017-12/1/2017	Removed & Disposed: vegetation, mulch, hangers (2,974 trees) Reduced: at 2 site by grinding Monitored by Thompson - ADMS	\$1,316,790	57,928	Mike Carroll , Solid Wast Div. Manager 1028 S. Woods Ave. Orlando, FL 32805 Ofc: 407-246-3050 Cell: 407-538-8916 Fax: 407-246-2808 michael.carroll@cityoforlando.net	Rick Howard , PW Director 1028 S. Woods Ave. Orlando, FL 32805, Ofc: 407-246-3222 rick.howard@cityoforlando.net
Ormond Beach, FL 9/16/2017-10/26/2017	Removed & Disposed: vegetation, mulch, leaners (20), hangers (3,608 trees); Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$2,022,282	130,212	Kevin Gray , PW Operations Manager 501 N. Orchard St. Ormond Beach, FL 32174 Ofc: 386-676-3577 Cell: 386-316-7725 kevin.gray@ormondbeach.org	
Palm Coast, FL 10/13/2017-11/6/2017	Removed & Disposed: vegetation, C&D Monitored by True North - ADMS	\$162,856	22,007	Jim Landon , City Manager 160 Lake Avenue Palm Coast, FL 32164 Ofc: 386-986-3702 Fax: 386-986-3781 jlandon@palmcoastgov.com	Nester Abreu , PW Director 1 Welfield Grade Palm Coast, FL 32137 Ofc: 386-986-2360 Cell: 386-931-5177 nabreu@palmcoastgov.com
Palm Springs, FL 9/15/2017-11/2/2017	Removed & Disposed: vegetation Monitored by Thompson - ADMS	\$133,345	17,072	Mr. William "Bill" Golson , Dir. Parks and Recreation 226 Cypress Lane Palm Springs, FL 33461 Ofc: 561-964-8820 Fax: 561-964-2387 bgolson@vpsfl.org	Kimberly Wynn , Village Clerk 226 Cypress Lane Palm Springs, FL 33461 Ofc: 561-965-4010 Fax: 561-965-0899 kwynn@vpsfl.org
Palmetto, FL 10/5/2017-11/21/2017	Removed & Disposed: vegetation, mulch, hangers (97 trees) Reduced: at 1 site by grinding Monitored by Witt O'Briens - ADMS	\$202,411	17,730	Allen Tusing , PW Director 600 17 th Street W. Palmetto, FL 34221 Ofc: 941-723-4580 Cell: 941-737-0282 Fax: 941-723-4539 atusing@palmettofl.org	Javier Vargas Dep. Director PW 600 17 th Street W. Palmetto, FL 34221 Ofc: 941-723-4580 Fax: 941-723-4539 jvargas@palmettofl.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Plantation, FL 9/19/2017-1/8/2018	Removed & Disposed: vegetation, hangers (2,104 trees) Monitored by Witt O'Briens - ADMS	\$1,714,266	194,605	Dawn Mehler, Administrative Analyst 750 NW 91 st Avenue Plantation, FL 33324 Ofc: 954-797-2723 dmeehler@plantation.org	Steve Rodgers, PW Asst. Director 750 NW 91 st Ave Plantation, FL 33324 Ofc: 954-452-2535 Fax: 954-452-2548 srodgers@plantation.org
Polk Co, FL 9/15/2017-04/05/2018	Removed & Disposed: vegetation, mulch, leaners (71), hangers (27,456 trees); Reduced: at 11 site by grinding Monitored by Tetra Tec - ADMS	\$27,921,453	2,171,245	Michael Teate, Roads & Drainage Area Manager 3000 Sheffield Rd. Winter Haven, FL 33880 Ofc: 863-535-2200 Cell: 863-581-0541 michaeltate@polk-county.net	Jay Jarvis, Drainage Director, jayjarvis@polk-county.net , 300 Sheffield Rd, Winter Haven 33880, (863)535-2200
Polk Co School Board, FL 11/4/2017-02/28/2018	Removed & Disposed: vegetation, leaners (27), hangers (2,516 trees); Monitored by Tetra Tech - ADMS	\$345,164	14,322	Scott Reeves, Senior Coordinator of Support Services , 1430 Hwy 60 East Bartow, FL 33830 863-534-5052 Scott.reeves@polk-fl.net	
Punta Gorda, FL 9/20/2017-10/16/2017	Removed & Disposed: vegetation, mulch, leaner (1), stump (1) Reduced: by grinding	\$131,971	17,770	Marian Pace, Procurement Manager 326 West Marion Ave. Punta Gorda, FL 33950 Ofc: 941-575-3348 Cell: 941-628-1592 Fax: 941-575-3340 mpace@pgorda.us	Howard Kunik, City Manager 326 West Marion Ave. Punta Gorda, FL 33950 Ofc: 941-575-3301 Fax: 941-575-3310 hkunik@pgorda.us
Putnam Co, FL 9/21/2017-2/2/2018	Removed & Disposed: vegetation, mulch, Reduced: at 4 site by grinding Self Monitored	\$3,935,714	317,203	Larry Gast, Dir. Solid Waste/Sanitation 140 County Landfill Rd. Palatka, FL 32177 Ofc: 386-329-1200 Fax: 386-329-0486 larry.gast@putnam-fl.com	Lynn Wooten Solid Waste Sanitation Admin 140 County Landfill Rd. Palatka, FL 32177 Ofc: 386-329-1201 Cell: 386-937-5231 Fax: 386-329-0486 Lynn.wasdin@putnam-fl.com
Sanford, FL 9/18/2017-11/12/2017	Removed & Disposed: vegetation, C&D, mulch Reduced: at 1 site by grinding Monitored by Witt O'Briens - ADMS	\$567,798	43,156	John P. Reichardt, PW Operations Mgr , 300 N Park Ave. Sanford, FL 32771 Ofc: 407-688-5087 Cell: 407-416-2998 John.reichardt@sanfordfl.gov	Bilal Iftikhar PW Director , 300 N Park Ave. Sanford, FL 32771 Ofc: 407-688-5085 Fax: 407-688-5081 bilal.iftikhar@sanfordfl.gov
Sanibel Island, FL 9/18/2017-12/17/2017	Removed & Disposed: vegetation, mulch, leaners (122), hangers (720 trees), stumps (44); Reduced: at 1 site by grinding Monitored by Witt O'Briens - ADMS	\$2,217,420	161,910	Keith Williams II, PW Director 800 Dunlop Rd. Sanibel, FL 33957 Ofc: 239-472-6397 Cell: 239-691-8787 keith.williams@mysanibel.com	Scott Krawczuk, Dep. Director Public Works 800 Dunlop Rd. Sanibel, FL 33957 Ofc: 239-472-6397 Cell: 239-770-2554 Fax: 239-472-6041
Sarasota Co, FL 9/13/2017-1/19/2018	Removed & Disposed: vegetation, mulch, leaners (2), hangers (77 trees); Reduced: at 3 site by grinding Monitored by Tetra Tech - ADMS	\$2,819,743	221,501	Lois Rose, Solid Waste Mgr. 4000 Knights Trail Road Nokomis, FL 34275 Ofc: 941-861-1589 Cell: 941-650-0722 Fax: 941-486-2620 lerose@scgov.net	Scott Montgomery, EM Operations Mgr 6050 Porter Way Sarasota, FL 34236 Ofc: 941-861-5927 Fax: 941-861-5501 smontgo@scgov.net
St Petersburg, FL 9/16/2017-12/9/2017	Removed & Disposed: vegetation, mulch, stumps (8) Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$1,190,184	163,792	Mike Vineyard, Park Operational Manager 1400 19 th Street North. St. Petersburg, FL 33713 Ofc: 727-892-5233 michael.vineyard@stpete.org	Mike Jeffries, Dir. Parks and Rec 1400 19 th Street North St. Petersburg, FL 33713 Ofc: 727-892-5863 michael.jeffries@st.pete.org
Stuart, FL 9/14/2017-10/27/17	Push Operations; Removed & Disposed: vegetation, mulch, leaners (2) / hangers (171 trees); Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$181,132	11,850	Sam Amerson, Dir. Public Works 121 SW Flagler Ave. Stuart, FL 34994 Ofc: 772-288-5331 Cell: 772-260-9613 samerson@ci.stuart.fl.us	Dave Peters, Asst. Director of PW , 121 SW Flagler Ave. Stuart, FL 34994 Ofc: 772-288-1292 Cell: 772-260-9615 dpeters@ci.stuart.fl.us

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Sumter Co, FL 9/22/2017-2/24/2018	Removed & Disposed: vegetation, mulch, leaners (274), hangers (7,806 trees), stumps (78); Reduced: at 1 site by grinding; Monitored by Thompson - ADMS	\$1,391,971	59,826	Mark Wilson , Road and Bridge Superintendent 319 E. Anderson Ave. Bushnell, FL 33513 Ofc: 352-569-6700 Fax: 352-569-6701	Jackey Jackson , Asst. PW Director Operations 319 E. Anderson Ave. Bushnell, FL 33513 Ofc: 352-569-6700 Cell: 352-303-8543 Fax: 352-569-6701 jackey.jackson@sumtercountyfl.gov
Sunny Isles Beach, FL 9/26/2017-9/29/2017	Removed & Disposed: mulch	\$37,866	1,538	Christopher Russo , City Manager 18070 Collins Ave. Sunny Isles Beach, FL 33160 Ofc: 305-947-0606 Fax: 305-949-3113 crusso@sibfl.net	
Sunrise, FL 9/17/2017-11/30/2017	Removed & Disposed: vegetation, C&D, mulch, leaners (263), hangers (3,804 trees); Reduced: at 3 site by grinding Monitored by Tetra Tech - ADMS	\$2,557,532	136,417	Scott Manning , Emergency Mgmt 10440 W. Oakland Park Blvd. Sunrise, FL 33351 Ofc: 954-746-3476 Cell: 954-383-2647 smanning@sunrisefl.gov	Richard Salamon , City Manager 10770 West Oakland Park Blvd. Sunrise, FL 33351 Ofc: 954-746-3430 Fax: 954-746-3439 citymanager@sunrisefl.gov
Tarpon Springs, FL 9/18/2017-12/13/2017	Removed & Disposed: vegetation, C&D, mulch, leaners (34), hangers (703 trees); Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$675,256	45,557	Tom Funcheon , PW Director 324 East Pine Street Tarpon Springs, FL 34689 Ofc: 727-942-5606 Cell: 727-224-6182 Fax: 727-943-9609 tfuncheon@ctsfl.us	Mr. Richard Butcher , 444 Huey Ave. South Tarpon Springs, FL 34689 Ofc: 727-938-3737 Fax: 727-934-0598
Tybee Island, GA 9/17/2017-11/21/2017	Removed & Disposed: C&D, white goods (31) Monitored by Rostan / Haul Pass - ADMS	\$75,798	9,735	Angela Hudson , Finance Director 403 Butler Ave. Tybee Island, GA 31328 Ofc: 912-472-5021 Fax: 912-786-9465 ahudson@cityoftybee.org	Shawn Gillen , City Manager 403 Butler Ave. Tybee Island, GA 31328 Ofc: 912-472-5070 Cell: 404-309-1788 sgillen@cityoftybee.org
Venice, FL 9/20/2017-10/17/2017	Removed & Disposed: vegetation Monitored by Thompson - ADMS	\$110,342	12,543	Judy Gamel , Executive Asst. City Managers Office 401 West Venice Ave. Venice, FL 34285 Ofc: 941-882-7398 Fax: 941-480-3031	John Venezian , Public Works Director 221 S. Seaboard Ave. Venice, FL 34285 Ofc: 941-882-7359 jveneziano@venicegov.com
Vero Beach, FL 9/18/2017-10/10/2017	Removed & Disposed: vegetation Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$440,532	35,621	Don Dexter , PW Manager 3405 Airport West Drive Vero Beach, FL 32960 Ofc: 772-978-4861 Cell: 772-473-7372 Fax: 772-978-4879 ddexter@covb.org	Carol Shoaf , Purchasing Contractor Adminstrator 3455 Airport West Drive Vero Beach, FL 32961 Ofc: 772-978-5470 Fax: 772-770-6860 purchcss@covb.org
(The) Villages Community, FL 9/15/2017-12/20/2017	Removed & Disposed: vegetation, mulch, stumps (34) Reduced: at 2 site by grinding Monitored by Volkert - ADMS	\$406,299	31,288	Diane Tucker , Admin Ops Manager 940 Lakeshore Drive The Villages, FL 32162 Ofc: 352-674-1920 Cell: 352-207-8626 Fax: 652-674-1921 diane.tucker@districtgov.org	
Wilton Manors, FL 9/18/2017-10/14/2017	Removed & Disposed: vegetation, C&D, leaners (3), hangers (91 trees) Monitored by Tetra Tech - ADMS	\$222,615	25,961	David Archacki , Dir. Utilities / Emergency Mgmt 2020 Wilton Drive Wilton Manors, FL 33305 Ofc: 954-390-2129 Cell: 943-818-7315 darchacki@wiltonmanors.com	Bob Mays , Director of Finance 2020 Wilton Dr. Wilton Manors, FL 33305 Ofc: 954-390-2143 bmays@wiltonmanors.com
2017 Hurricane Harvey	26 Contracts Activated for Event - 25 DMS Managed for Event	\$93,763,092 Total Event Cost	6,015,594 Total Event CY		
Alvin, TX 9/7/2017-10/16/2017	Removed & Disposed: C&D, vegetation, white goods (19), E-waste (200), HHW (11,100 Lbs); Monitored by True North - ADMS	\$252,613	12,446	Brian Smith , Director of Public Services, 1100 W Hwy 6, Alvin, TX 77511, 281-388-4315, bsmith@psf.cityofalvin.com	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Aransas Co, TX 9/5/2017-8/27/2018	Removed & Disposed: vegetation, C&D, mulch, compacted C&D, leaners (616), hangers (23,576 trees), white goods (9,729), HHW (66,560 Lbs), PPDR debris; Reduced: at 3 site by grinding; Monitored by Thompson - ADMS	\$38,281,175	2,395,235	Rick McLester , EM Coordinator, 301 N Live Oak St, Rockport, TX 78382, 361-790-0100, rmclester@aransascounty.org
Baytown, TX 9/6/2017-10/25/2017	Removed & Disposed: vegetation, C&D, white goods (973), E-waste (131), HHW (34,680 Lbs); Monitored by True North - ADMS	\$776,463	34,828	Rick Davis , City Manager, 2401 Market St, Baytown, TX 77520, 281-420-6500, citymanager@baytown.org
Brazoria Co, TX 9/13/2017-01/12/2018	Removed & Disposed: vegetation, C&D, white goods (2,376), HHW (103,720 Lbs), compacted C&D, mulch; Reduced: at 4 site by C&D compaction; Monitored by Tetra Tech - ADMS	\$3,417,026	161,448	Steve Rosa , 979-481-1690 Trey Haskens , Asst. County Engineer 451 N. Velasco, Suite 230 Angleton, TX 77515 Ofc. 979-583-7657 treyh@brazoria-county.com
Chambers Co, TX 9/7/2017-10/13/2017	Removed & Disposed: C&D, vegetation, white goods (270), E-waste (34), HHW (2,350 Lbs) Monitored by True North - ADMS	\$205,142	10,534	Jimmy Sylvia , County Judge, 404 Washington Ave, Anahuac, TX 77514, 409-267-2440, jsylvia@co.chambers.tx.us
Clear Lake Shores, TX 9/21/2017-10/14/2017	Removed & Disposed: C&D, vegetation, white goods (83), E-waste (40), HHW (3,500) Monitored by True North - ADMS	\$51,977	1,813	Mr. George Jones , City Administrator 1006 South Shore Dr. Clear Lake Shores, TX 77565 Ofc: 281-334-2799 Fax: 281-334-2866 gjones@clearlakeshores-tx.gov Chief Kenneth G. Cook , Police Chief 1006 South Shore Drive Clear Lake Shores, TX 77565 Ofc: 281-334-1034 Fax: 281-334-2866 kcook@clearlakeshores-tx.gov
Corpus Christi, TX 8/31/2017-1/17/2018	Removed & Disposed: vegetation, mulch, hangers (19,232 trees); Reduced: at 2 site by grinding Monitored by Tetra Tech - ADMS	\$7,724,553	536,074	Lawrence Mikolajczyk , SW Dir, 2525 Hygeia St, Corpus Christi, TX 78415, 361-857-1972, lawm@cctexas.com Paul Bass , Asst. Dir. Of Support Services 361-826-1968 PaulB@cctexas.com
Dickinson, TX 9/7/2017-1/26/2018	Removed & Disposed: C&D, vegetation, white goods (5,178), E-waste (7,684), HHW (182,460 Lbs); Monitored by Tetra Tech - ADMS	\$5,942,702	191,789	Chris Heard , City Administrator, Ofc. 281-337-6204 or Cell 816-651-8929, cheard@dickinson.tx.us / Capt Steve Krone , Emergency Operations Dir, 4000 Liggio, Dickinson, TX 77539, 281-337-6308, skrone@ci.dickinson.tx.us
Friendswood, TX 9/6/2017-1/15/2018	Removed & Disposed: C&D, white goods (5,804), E-waste (2,545), HHW (235,920 Lbs) Monitored by Tetra Tech - ADMS	\$4,096,828	135,952	Brian Mansfield , Deputy Director Emergency Management, Ofc. 281-995-3335 or Cell 832-875-2365, bmansfield@friendswood.com Terry Byrd, Retired - EM Coordinator, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3332, tbyrd@ci.friendswood.tx.us
Galveston Co, TX 9/27/2017-11/22/2017	Removed & Disposed: C&D, white goods (134), e-waste (547) Monitored by Tetra Tech - ADMS	\$573,170	33,261	Garret Foskit , Ofc. 281-309-5003 of Cell 409-682-4031, garret.foskit@co.galveston.tx.us Rufus 'Lee' Crowder , Purchasing Agent, 722 Moody Street 5th Floor Galveston, TX 77550 Ofc: 409-770-5372 rufus.crowder@co.galveston.tx.us
Ingleside, TX 9/3/2017-02/08/2018	Removed & Disposed: C&D, vegetation, compacted C&D, mulch; Reduced: at 3 site by grinding & compacting C&D Monitored by True North - ADMS	\$4,256,037	296,483	Shanna Owens , EM Coordinator, 2425 8th Street Ingleside, TX 78362 Ofc: 361-776-7422 sowens@inglesidetx.gov Paul Baen , Finance Director, 3761 San Angelo St. Ingleside, TX 78362; Ofc: 361-776-2517
Jones Creek, TX 9/15/2017-10/16/2017	Removed & Disposed: C&D Monitored by Witt O'Briens - ADMS	\$62,579	3,532	Marshal William Tidwell , Marshal/EM 7207 Stephen F. Austin Jones Creek, TX 77541 Ofc: 979-292-6393 Fax: 979-233-3712 jc.cityhall@coastal-link.net Kimberly Morris , Emergency Management Coordinator 7207 Stephen F. Austin Rd. Jones Creek, TX 77541 Ofc: 979-233-2700 Fax: 979-233-3712 jc.cityhall@coastal-link.net

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
LaMarque, TX 9/16/2017-10/26/2017	Removed & Disposed: C&D, vegetation, white goods (12), e-waste (29) Monitored by TCB - ADMS	\$396,256	21,994	Charlete Todaro Warren , PW Coordinator Emergency Management, 1111 Bayou Road La Marque, TX 77568 Ofc: 409-938-9225 Cell: 409-457-7511 Fax: 409-935-0401 c.todaro@cityoflamarque.org	Robin Eldridge , City Clerk, 1111 Bayou Rd. La Marque TX 77568 Ofc: 409-938-9259 r.eldridge@cityoflamarque.org
Lake Jackson 9/16/2017-10/7/2017	Removed & Disposed: vegetation Monitored by Tetra Tech - ADMS	\$20,548	4,281	Keelie Kennedy , Buyer 25 Oaks Drive Lake Jackson TX 77566 Ofc: 979-415-2420 Fax: 979-415-2520 kkennedy@lakejacksontx.gov	Sally Villarreal Asst. City Secretary, 25 Oaks Drive Lake Jackson TX 77566 Ofc: 979-415-2401 Fax: 979-415-2501 avillarreal@lakejacksontx.gov
League City, TX 9/7/2017-12/2/2017	Removed & Disposed: C&D, white goods (3,209), E-waste (3,491), HHW (109,220 Lbs) Monitored by Tetra Tech - ADMS	\$2,422,457	116,461	Bo Bass , City Manager, 300 W Walker St, League City, TX 77573, 281-554-1414, john.baumgartner@leaguecitytx.gov	
Liberty Co, TX 10/16/2017-2/28/2018	Removed & Disposed: C&D, C&D compacted Reduced: at 3 sites by compaction Monitored by Tetra Tech - ADMS	\$153,637	13,595	Tom Branch EM Coordinator 2400 Beaumont Ave. Jail Admin Bldg. Liberty TX 77575 Ofc: 936-334-3219 Cell: 713-816-9898 Fax: 936-336-3172 tom.brancy@co.liberty.tx.us	Crista Beasley , Dep. EM Coordinator 2400 Beaumont Ave. Jail Admin Bldg. Liberty, TX 77575 Ofc: 936-334-3219 Fax: 936-336-3172 crista.beasley@co.liberty.tx.us
Montgomery Co, TX 9/5/2017-2/6/2018	Removed & Disposed: C&D, compacted C&D, white goods (1,013), E-waste (1,699), HHW (974 Lbs); Reduced: at 3 sites by grinding & compaction; Monitored by Tetra Tech - ADMS	\$2,172,773	118,097	Chief Deputy Randy McDaniel , EM Coordinator, 9472 Airport Rd, Conroe, TX 77303, 936-760-5852, Randy.McDaniel@mctx.org	
Nassau Bay, TX 9/14/2017-10/19/2017	Removed & Disposed: C&D, vegetation, white goods (95), E-waste (7), HHW (17,780 Lbs) Monitored by Witt O'Briens - ADMS	\$205,060	6,324	Jamie Galloway , EM Coordinator 1800 Space Park Dr. Suite 200 Nassau Bay, TX 77058 Ofc: 281-336-6298 Fax: 281-335-1555 jamie.galloway@nassaubay.com	Paul Lopez , PW Director 18295 Upper Bay Rd. Nassau Bay TX 77258 Ofc: 281-333-2944 Fax: 281-333-2301 paul.lopez@nassaubay.com
Newton Co, TX 10/2/2017-12/13/2017	Removed & Disposed: C&D, vegetation Monitored by Thompson - ADMS	\$104,047	8,859	Rosemary Johnson , Admin Assistant for Judge PO Box 1380 Newton, TX 75966 Ofc: 409-379-5691 Cell: 409-381-0677 Fax: 409-379-2107 newtoncountyjudge@co.newton.tx.us	Olen Bean , Dep. EMC PO Box 1380 Newton, TX 75966 Ofc: 409-994-25431 Cell: 409-658-9241 olen.bean@co.jasper.tx.us
Nueces Co, TX 9/14/2017-11/21/2017	Removed & Disposed: C&D, vegetation Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$84,568	7,851	Christopher Boyce , Em. Mgmt Coordinator 901 Leopard Street, Room 106 Corpus Christi TX 78401 Ofc: 361-888-0513 Fax: 361-888-0445 christopher.boyce@nuecesco.com	Glen Sullivan , PW Director 901 Leopard Street, Room 103 Corpus Christi, TX 78401 Ofc: 361-888-0490 Cell: 361-533-2356 Fax: 361-888-0485 glen.sullivan@nuecesco.com
Port Arthur, TX 9/8/2017-1/19/2018	Removed & Disposed: C&D, compacted C&D, white goods (3,551), E-Waste (47,886); Reduced: at 3 sites by compaction Monitored by Witt O'Briens - ADMS	\$11,140,779	487,974	Glen White , Solid Waste, 44 4th St, Port Arthur, TX 77640, 409-983-8501 glen.white@portarthurtx.gov , Alison Walker , Solid Waste Administrative Assistant 409-983-8501, Allison.walker@portarthurtx.gov Armondo Gutierrez , PW Dir., 409-983-8513, armondo.gutierrez@portarthurtx.gov	
San Patricio Co, TX 9/3/2017-2/9/2018	Removed & Disposed: C&D, vegetative, mulch Reduced: at 3 site by grinding & compacting Monitored by True North - ADMS	\$4,297,535	296,667	Sara Williams , Emergency Management, 313 N Rachal St, Sinton, TX 78387, 361-587,3560, sara.williams@co.san-patricio.tx.us	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Santa Fe, TX 9/7/2017-11/2/2017	Removed & Disposed: C&D, HHW (10,780 lbs) Monitored by Thompson - ADMS	\$374,485	22,580	Joe Dickson, City Manager, 12002 State Hwy 6, Santa Fe, TX 77510, 409-925-6412,	
Seabrook, TX 9/9/2017-10/4/2017	Removed & Disposed: C&D, vegetation, white goods (37), HHW (3,120 Lbs); Monitored by Tetra Tech - ADMS	\$39,905	1,592	Gayle Cook, City Manager, 1700 1st St, Seabrook, TX 77586, 281-291-5719, gcook@seabrooktx.gov	
TX GLO 01/05/2018-03/15/2018	Removed & Disposed: Waterway debris	\$6,610,243	24,918	Tony Williams, Planning Senior Director 512-463-5055 tony.williams@glo.texas.gov	Vania Ramaekers, Contract Specialist, 512-463-5047, Vania.ramaekers@glo.texas.gov
Webster, TX 9/8/2017-10/3/2017	Removed & Disposed: C&D, vegetation, white goods (6), E-waste (89), HHW (2,580 Lbs); Monitored by True North - ADMS	\$46,607	2,141	Joe Ferro, EM Dir, 101 Pennsylvania Ave, Webster, TX 77598, 281-316-3712, jferro@cityofwebster.com	
West Columbia, TX 9/23/17-10/16/2017	Removed & Disposed: C&D, white goods (7), E-waste (44), HHW (1,640 Lbs); Monitored by Witt O'Briens - ADMS	\$53,922	2,351	Chief Paul Odin, 310 E. Clay West Columbia, TX 77486 Ofc: 979-345-5121 Cell: 713-459-0732 Fax: 979-345-2730 chief@westcolumbiatx.org	Debbie Sutherland, City Manager 512 E. Brazos Ave. West Columbia TX 77486 Ofc: 979-345-3123 Fax: 979-345-3178 citymanager@westcolumbiatx.org
2017 TS Cindy					
Dauphin Island, AL 6/27/2017-6/29/2017	Sand Clearance from Roadways	\$6,540	Hrly	Jeff Collier, Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org	Wanda Sandagger, Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
2017 Tornado					
Hattiesburg, MS 2/11/2017-5/27/2017	Removed & Disposed: vegetation, C&D, stumps, leaners & hangers; Monitored by Debris Tech - ADMS	\$2,237,052	150,710	Lamar Rutland, City Engineer, 212 W Front St, Hattiesburg, MS 39401, 601-545-4540, lrutland@hattiesburgms.com	
2017 Other Projects					
Central, LA 6/28/2017-7/11/2017	Removed & Disposed: C&D Monitored by Debris Tech - ADMS	\$38,067	3,239	JR Shelton, Mayor, 13421 Hooper Rd, Ste 8, Central, LA 70818, 225-261-5989, jr.shelton@central-la.gov	
Corpus Christi, TX 6/14/2017-7/12/2017	Removed & Disposed: vegetation (Emergency Brush Collection)	\$299,977	41,663	Gilbert Montoya, 361-816-8156, gilbertm@cctexas.com	
Newport News, VA 5/2017-7/2017	Removed trees from different locations in the City at various times	\$44,673	Lump Sum	Derrick Porter, Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com	
2016 Hurricane Matthew	39 Contracts Activated for Event - 32 DMS Managed for Event	\$82,267,725 Total Event Cost	5,675,560 Total Event CY		
Berkeley Co, SC 10/13/2016-12/18/2016	Removed & Disposed: vegetation, C&D, leaners & hangers, mulch; Reduced: at 1 site by grinding Monitored by Rostan Solutions / GP Strategies - ADMS	\$931,731	75,610	Melissa Wheatley, Deputy Director of Solid Waste, 212 Oakley Plantation Dr, Moncks Corner, SC 29461, 843-719-2343, melissa.wheatley@berkeleycountysc.gov	
Brevard Co, FL 10/11/2016-1/4/2017	Removed & Disposed: vegetation, C&D, mulch Reduced: at 1 site by grinding; Monitored by Tetra Tech - ADMS	\$3,231,102	265,794	"Euri" Euripides Rodriguez, SW Dir, 2725 Judge Fran Jamieson Way, Bldg A, Ste 118, Viera, FL 32940, 321-633-2042, euripides.rodriguez@brevardcounty.us	
Bunnell, FL 10/14/2016-10/25/2016	Removed & Disposed: vegetation Monitored by Tetra Tech - ADMS	\$105,155	8,480	Perry Mitrano, SW Dir, 201 W Moody Blvd, Bunnell, FL 32110, 386-437-7500, pmitrano@bunnellcity.us	
Callawassie Island, SC 10/8/2016-10/10/2016	Emergency Push	\$14,573	Hrly	Chief Waverly Patterson, Ops Dir, 176 Callawassie Dr, Okatie, SC 29909, 843-987-4150, chiefpatterson@hargray.com	
Chesapeake, VA 10/28/2016-11/3/2016	Removed & Disposed: vegetation	\$21,166	483	Eric Martin, PW Dir, 306 Cedar Rd, 3rd Floor, Chesapeake, VA 23322, 757-382-6380, emartin@cityofchesapeake.net	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Clay Co, FL 10/18/2016-1/12/2017	Removed & Disposed: vegetation, C&D, leaners & hangers, mulch; Reduced: at 2 sites by grinding; Monitored by Landfall Strategies	\$1,142,823	127,682	John Ward , EM Dir, 2519 SR 16 W, Green Cove Springs, FL 32043, 904-541-2767, John.Ward@claycountygov.com
Cocoa Beach, FL 10/12/2016-12/3/2016	Removed & Disposed: vegetation, C&D, mulch Reduced: at 2 sites by grinding; Monitored by Tetra Tech - ADMS	\$326,535	32,701	Rob Strong , Project Manager, Public Works, 1600 Minutemen Causeway, Cocoa Beach, FL 32932, 321-868-3316, rstrong@cityofcocoabeach.com
Currituck Co, NC 11/7/2016-2/24/2017	Removed & Disposed: vegetation, mulch; Reduced: at 1 site by grinding; Monitored by Tetra Tech - ADMS	\$46,664	2,805	Brenda McQueen , Superintendent of Buildings, PW, 153 Courthouse Rd, Currituck, NC 27929, 252-232-2504, brenda.mcqueen@currituckcountync.gov
Deltona, FL 10/14/2016-12/1/2016	Removed & Disposed: vegetation, C&D, leaners & hangers, ash Reduced: at 1 site by burning; Monitored by Tetra Tech - ADMS	\$1,384,861	117,753	Matt Doan , PW Dir, 2345 Providence Blvd, Deltona, FL 32725, 386-878-8950, mdoan@deltonafl.gov
Duplin Co, NC 11/28/2016-12/1/2016	Removed & Disposed: C&D Monitored by Tetra Tech - ADMS	\$7,107	519	Matt Barwick , EM Coordinator, 209 Seminary St, PO Box 909, Kenansville, NC 28349, 910-296-2160 Ext. 231, matthew.barwick@duplincountync.com
Edgecombe Co, NC 11/7/2016-2/24/2017	Removed & Disposed: C&D	\$516,525	20,257	Dee Waters , Purchasing Agent, 252-641-7888, deewaters@edgecombeco.com
Edgewater, FL 10/8/2016-12/8/2016	Emergency Push; Removed & Disposed: ROW, Commercial, Private - vegetative, C&D, leaners & hangers, mulch; Reduced: at 1 site by grinding; Monitored by Witt O'Briens	\$2,936,463	201,602	Brenda DeWees , Dir of Env Services, 386-424-2400, bdeweess@cityofedgewater.org
Fayetteville, NC 10/20/2016-2/15/2017	Removed & Disposed: vegetative, C&D, mulch Reduced: at 1 site by grinding; Monitored by Tetra Tech - ADMS	\$958,182	81,449	Jackie Tuckey , Management Analyst, 433 Hay St, Fayetteville, NC 28301-5537, 910-433-1854, jtuckey@ci.fay.nc.us
Flagler Beach, FL 10/13/2016-1/25/2017	Removed & Disposed: vegetative, C&D, Beach C&D, mulch Reduced: at 1 site by grinding, management and grinding of City hauls; Monitored by Tetra Tech - ADMS	\$312,482	23,926	Larry Newsom , City Manager, 105 South Second St, Flagler Beach, FL 32136, 386-517-2000, lnewsom@cityofflaglerbeach.com
Flagler Co, FL 10/7/2016-1/23/2017	Emergency Push; Removed & Disposed: ROW, Public Use Areas, Private HOA & Non HOA Rds - vegetative, C&D, leaners & hangers, white goods, mulch; Reduced: at 1 site by grinding, management and grinding of City hauls Monitored by Tetra Tech - ADMS	\$2,752,630	167,148	Richard Gordon , Asst Co Engineer, 1769 E Moody Blvd, Building 2, Bunnell, FL 32110, 386-313-4006, rgordon@flaglercounty.org
FL DEP 2/16/2017-6/20/2017	Waterway Debris Removal; Remove waterway debris with boats to an offload site, load onto trucks for disposal; Monitored by Eisman Russo - Zone 1, CDR McGuire - Zone 2, Tetra Tech - Zone 3	\$13,186,226	77,722	Scott Woolam , Sr Program Analyst, Div of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, Scott.Woolam@dep.state.fl.us
Fripp Island, SC 10/13/2016-10/28/2016	Emergency Push; Removed & Disposed: vegetative, leaners & hangers; Monitored by Witt O'Brien	\$111,040	3,967	Kate Hines , General Manager, Generalmanager@frippislandliving.com
Garden City, GA 10/31/2016-1/17/2017	Removed & Disposed: vegetative, mulch; Reduced: at 1 site by grinding; Monitored by Rostan Solutions - ADMS	\$365,490	33,580	Benny Googe , PW Dir, 2 Bud Brown Rd, Garden City, GA 31408, 912-629-2296, bgooge@gardencity-ga.gov
Hilton Head Island, SC 10/5/2016-6/15/2017	Emergency Push; Removed & Disposed: ROW, SCDOT Rds, Private Rds, Public Use Areas - vegetative, C&D, white goods, leaners & hangers, mulch; Reduced: at 2 sites by grinding Waterway Debris removal from Drainageways Monitored by Tetra Tech - ADMS	\$37,124,940	3,012,487	Jennifer Lyle , Asst Town Engineer, One Town Center Ct, Hilton Head Island, SC 29928, 843-341-4779, jenniferl@hiltonheadislandsc.gov
Hilton Head Plantation, SC 10/10/2016-10/31/2016	Emergency Push; Tasks: Access Tree clearance, ROE tree removal, Blue roof operations	\$195,567	Hrly	T. Peter Kristian , General Manager, 7 Surrey Ln, Hilton Head Island, SC 29926, pkristian@hhppoa.org

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Jasper Co, SC 10/8/2016-10/12/2016	Emergency Push	\$24,636	Hrly	Wilbur Daley, Emergency Services Dir, 1509 Grays Hwy, Ridgeland, SC 29936, 843-726-7607, wilburd@jaspercountysc.gov
Liberty Co, GA 10/14/2016-1/6/2017	Removed & Disposed: vegetative, C&D, leaners & hangers, stumps; Reduced: at 2 sites by burning Monitored by Tetra Tech - ADMS	\$1,736,692	183,194	Mike Hodges, EM Dir, 100 Liberty St, Hinesville, GA 31313, 912-368-2201, mike.hodges@libertycountyga.com
Long Cove Owners Assoc. Hilton Head Island, SC 10/28/2016-11/21/2016	Removed & Disposed: vegetative, C&D, logs, mulch Reduced: at 1 sites by grinding	\$408,232	40,840	Tom Lee, General Manager, 399 Long Cove Dr, Hilton Head Island, SC 29928, 843-686-1071, tlee@longcoveclub.com
Marsh Side Owners Assoc. Hilton Head Island, SC 10/14/2016-11/3/2016	Tasks: Tree removal, stump grinding, blue tarp operations,	\$106,450	Hrly	Trish Norris, Property Manager, 5 Gumtree Rd, Hilton Head Island, SC 29926, 843-681-7301, propertymanager@marshsidehhi.com
Norfolk, VA 10/14/2016-11/30/2016	Removed & Disposed: vegetative, stumps Reduced: at 1 site by grinding; Monitored by Thompson - ADMS	\$314,618	25,943	David Ricks, PW Dir, 810 Union St, Suite 700, Norfolk, VA 23510, 757-664-4614, David.Ricks@norfolk.gov
Ocean Isle Beach, NC 10/25/2016-11/9/2016	Removed & Disposed: C&D Monitored by Landfall Strategies	\$12,229	1,772	Justin Whiteside, Asst Town Administrator, 910-579-3469, justin@oibgov.com
Orange Park, FL 11/28/2016-1/4/2017	Removed & Disposed: mulch; Reduced: at 1 site by grinding of debris hauled in by the Town; Monitored by Landfall Strategies	\$19,604	1,976	Jim Hanson, Town Manager, 2042 Park Ave, Orange Park, FL 32073, 904-278-3019, jhanson@townop.com
Ormond Beach, FL 10/11/2016-12/31/2016	Removed & Disposed: vegetative, C&D, leaners & hangers, mulch; Reduced: at 1 site by grinding; Monitored by Thompson - ADMS	\$3,660,393	514,691	Kevin Gray, Operations Manager, PW, 501 N Orchard St, Ormond Beach, FL 32174, 386-676-3577, kevin.gray@ormondbeach.org
Palm Coast, FL 10/9/2016-1/17/2017	Removed & Disposed: vegetative, C&D, treated wood, mulch; Reduced: at 1 site by burning & grinding; Reduced and hauled out City hauled debris; Monitored by True North	\$1,172,253	68,151	Ms. Renee Shevlin, PW Operations Manager, 1 Wellfield Grade, Palm Coast, FL 32137, 386-986-4781, rshevlin@palmcoastgov.com
Port Wentworth, GA 10/17/2016-1/15/2017	Removed & Disposed: vegetative, C&D, leaners & hangers, stumps, mulch; Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$84,022	6,282	Chief Lance Moore, Fire Dept, 317 Cantyre St, Port Wentworth, GA 31407, 912-401-0475, lmoore@cityofportwentworth.com
Raleigh, NC 10/17/2016-11/11/2016	Removed & Disposed: vegetative Monitored by Tetra Tech - ADMS	\$59,612	8,516	Kelly Lindsey, EM & Special Events, 222 W Hargett St, Suite 304, Raleigh, NC 27601, 919-996-2202, kelly.lindsey@raleighnc.gov
Rose Hill, NC 10/20/2016-10/25/2016	Removed & Disposed: vegetative	\$16,959	1,980	Ivey Knowles, PW Dir, 103 SE Railroad St, Rose Hill, NC 28458, 910-289-3159, rosehillpw@embarqmail.com
SC DOT 10/17/2016-1/13/2017	Removed & Disposed: vegetative, leaners & hangers, stumps, mulch; Reduced: at 6 sites by grinding; Monitored by Thompson - ADMS	\$8,187,338	492,455	Emmett I Kirwan, SCDOT Procurement Manager, 955 Park St, Columbia, SC 29201, 803-737-0676, KirwanEI@scdot.org
Southern Shores, NC 11/18/2016-12/14/2016	Removed & Disposed: vegetative, C&D	\$83,218	8,586	Peter Rascoe, Town Manager, 5375 N Virginia Dare Trail, Southern Shores, NC 27949, 252-261-2394, prascoe@southernshores-nc.gov
Stuart, FL 10/7/2016-10/27/2016	Emergency Push; Removed & Disposed: vegetative, stumps, mulch; Reduced: at 1 site by grinding Monitored by Witt O'Briens	\$109,356	10,085	Sam Amerson, PW Dir, 121 SW Flagler Ave, Stuart, FL 34994, 772-288-5331, samerson@ci.stuart.fl.us
Sunset Beach, NC 10/26/2016-11/23/2016	Removed & Disposed: vegetative, C&D Monitored by Landfall Strategies	\$95,563	13,849	Dustin Graham, PW Dir, 700 Sunset Blvd N, Sunset Beach, NC 28468, 910-579-6297, dgraham66@atmc.net
Thunderbolt, GA 10/19/2016-1/17/2017	Removed & Disposed: vegetative, mulch; Reduced: at 1 site by grinding; Monitored by Witt O'Briens	\$108,789	9,896	Ray O'Neill, PW Dir, 2821 River Dr, Thunderbolt, GA 31404, 912-644-7999, roneill@thunderboltga.gov

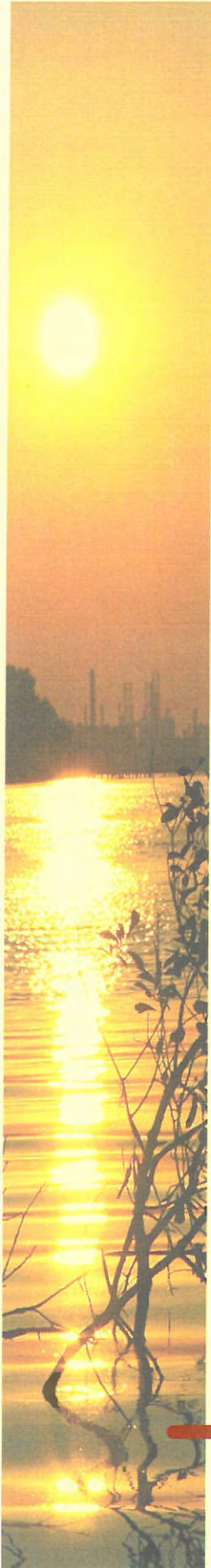
OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Washington Oaks Gardens Park, FL 12/8/2016-12/13/2016	Removed & Disposed: vegetative	\$56,524	4,096	Renee Paolini, 6400 N Oceanshore Blvd, Palm Coast, FL 32137, Renee.Paolini@dep.state.fl.us	
Windmill Harbour, SC 10/14/2016-10/31/2016	Removed & Disposed: vegetative, leaners & hangers, stumps, mulch; Reduced: at 1 site by grinding Monitored by Atkins Global	\$339,975	29,283	Jaime Fenstermaker, IMC Resort Services, 2 Corpus Christi, Ste #302, Hilton Head Island, SC 29928, 843-785-4775 ext 110, Jaime@imcresortservices.com	
2016 Hurricane Hermine	2 Contracts Activated for Event - 3 DMS Managed for Event	\$9,080,715 Total Event Cost	401,366 Total Event CY		
Leon County, FL 9/3/2016-2/3/2017	Emergency Push; Removed & Disposed: vegetative, leaners & hangers, mulch; Reduced: at 3 sites by grinding Monitored by Witt O'Briens	\$5,721,729	237,200	Dale Walker, PW Director, 2280 Miccosukee Rd, Tallahassee, FL 32308, 850-606-1415, walkerda@leoncountyfl.gov	
Tallahassee, FL 9/3/2016-1/26/2017	Emergency Push; Removed & Disposed: vegetative, leaners & hangers, mulch; Reduced: at 3 sites by grinding Monitored by Witt O'Briens	\$3,358,986	164,166	Robby Powers, EM Coordinator, 911 Eastwood Dr, Tallahassee, FL 32311, 850-891-2536, robby.powers@talgov.com	
2016 Flooding Aug					
Central, LA 8/25/2016-1/28/2017	Removed & Disposed: C&D, HHW Monitored by Debris Tech - ADMS	\$5,486,871	324,951	JR Shelton, Mayor, 13421 Hooper Rd, Ste 8, Central, LA 70818, 225-261-5989, jr.shelton@central-la.gov	
2016 Flooding, Tornados					
Brazoria County, TX 6/16/2016-8/26/2016	Removed & Disposed: C&D Monitored by Tetra Tech - ADMS	\$330,118	20,470	Steve Rosa, EM Coordinator, 111 E Locust St, Suite 102, Brazoria, TX 77515, 979-864-1801, steverosa@brazoria-county.com	
Texas General Land Office (GLO) 6/27/2016-7/8/2016	Removed & Disposed: vegetative debris on the beach area / Monitored by Tetra Tech - ADMS	\$397,252	6,394	Tony Williams, Planning Senior Director 512-463-5055 tony.williams@glo.texas.gov	Vania Ramaekers, Contract Specialist, 512-463-5047, Vania.ramaekers@glo.texas.gov
2016 Flooding, Tornados					
Montgomery County, TX 5/3/2016-5/27/2016 FEMA-4269 6/9/2016-7/20/2016 FEMA-4272	Removed & Disposed: (tornado debris & flooding debris) vegetation, C&D, white goods (80), ewaste (113) Monitored by Tetra Tech - ADMS	\$288,408 \$520,549	19,089 39,079	Randy McDaniel, EM Coordinator, 9472 Airport Rd, Conroe, TX 77303, 936-523-3910, Randy.McDaniel@mctx.org	
Waller County, TX 5/4/2016-5/25/2016 FEMA-4269 6/20/2016-7/19/2016 FEMA-4272	Removed & Disposed: C&D Monitored by Tetra Tech - ADMS	\$19,674 \$18,402	1,186 1,183	Brian Cantrell, EMC, 701 Calvit St, Hempstead, TX 77445, 979-826-8282, b.cantrell@wallercounty.us	Trey Duhon, County Judge, 836, Austin St, Ste 203, Hempstead, TX 77445, 979-826-7700, t.duhon@wallercounty.us
2016 LA Flooding					
Ouachita Parish, LA – FEMA-4263 3/30/2016-6/16/2016	Removed & Disposed: vegetation, C&D, white goods (18), e-waste (370), tires (105); Monitored by Volkert	\$397,774	32,161	Scotty Robinson, Parish President, 301 S Grand St #201, Monroe, LA 71201, 318-355-4260, srobinson@oppj.org	Daryl Dunbar, Volkert, PM,
St John the Baptist Parish, LA / 2/26/2016-3/6/2016	Provided Portable Showers / Event Restrooms for volunteer services that helped the citizens and Parish	\$7,574	Lump Sum	Travis Perrilloux, Asst Director Homeland Security & Emergency Preparedness, 1801 Airline Hwy W, LaPlace, LA 70068, 985-652-2222, travis.perrilloux@sjbparish.com	
2016 TX Flooding					

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Newton County, TX 4/7/2016-7/15/2016	Removed & Disposed: C&D, white goods (378) Monitored by Thompson Consulting	\$349,990	37,030	Olan Bean, Asst EM Director, 409-658-9241	
2016 Winter Storm					
Essex County, VA (VPPSA) 3/10/2016-4/13/2016	Removed & Disposed: vegetation, C&D, stumps (44) Monitored by Arcadis / Rostan	\$138,739	16,359	Reese Peck, County Administrator, 804-445-5528, rpeck@essex-virginia.org Stephen Geissler, VPPSA Exec Director, 757-880-3535, sbgeissler@vppsa.org	Jordan Bryant, Arcadis Operations Manager, 813-385-7280, jbryant@rostan.com
2016 Tornado					
Rowlett, TX 2/15/2016-4/20/2016	Removed & Disposed: vegetation, C&D, white goods (140), e-waste (49); Monitored by True North	\$680,036	70,738	Jim Proce, Asst. City Manager, 4000 Main St, Rowlett, TX 75088, 972-715-6113, jproce@rowlett.com	Doug Amato, True North Project Manager, damato@truenorthem.com
2016 Other Projects					
Corpus Christi, TX 4/21/2016-5/25/2016	Assisting City Maintenance with brush removal and disposal	\$494,444	68,672	Gilbert Montoya, 361-816-8156, gilbertm@cctexas.com	
Glades County, FL 3/14/2016-3/23/2016	Burn existing pile of debris	\$23,362	11,300	Angela Snow, EM Director, 1097 Health Park Dr, Moore Haven, FL 33471, asnow@myglades.com	Bob Jones, BJones@myglades.com
Newport News, VA 1/2016-12/2016	Removed trees from different locations in the City at various times	\$53,756	Lump Sum	Derrick Porter, Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com	
2015 Tornado					
Friendswood, TX 11/9/2015-11/16/2015	Removed & Disposed: vegetation, C&D Monitored by Tetra Tech	\$140,516	8,782	Terry Byrd, Fire Marshall / EM Coordinator, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3335, tbyrd@ci.friendswood.tx.us	Oliver Yao, Tetra Tech, Deputy Director of Post Disaster Programs BDR Division, phone: (321) 441-8507, mobile: (407) 803-2522, Oliver.Yao@tetratech.com
2015 Storms & Flooding					
South Carolina DOT 10/2015-11/2015	Removed & Disposed: C&D, white goods (278), e-waste (484 + 13,580 Lbs), HHW (28,000 Lbs) Counties: Lexington, Richland Monitored by Thompson	\$720,217	33,163	David Cook, SCDOT Maintenance Deputy Director, 955 Park St, Room 324, Columbia, SC 29201, 803-737-1268, cookdb@scdot.org	Danny Gardner, Thompson Program Manager, 1135 Townpark Ave, Suite 2101, Lake Mary, FL 32746, 407-792-0018, dgardner@thompsoncs.net
2015 Severe Storms / Flooding					
Limestone County, AL 9/2015	Removed & Disposed: Waterway debris	\$60,860	Lump Sum	Richard Sanders, Co Engineer, 256-233-6681, richard.sanders@limestonecounty-al.gov	
2015 Flooding					
Blanco County, TX 6/2015-7/2015	Removed & Disposed: vegetation, C&D	\$48,033	2,495	Brett Bray, Blanco County Judge, PO Box 387, Johnson City, TX 78636, 830-868-4266, cojudge@co.blanco.tx.us	
Republic Services, Corpus Christi, TX 7/2015	Removed & Disposed: C&D	\$24,392	3,285	Brian Cornelius, Republic Services, 4414 Agnes St, Corpus Christi, TX 78405, Cell 361-876-6006, bcornelius@republicservices.com	
2015 Ice Storm					
Raleigh, NC 3/25/2015-4/6/2015	Removed & Disposed: vegetation	\$208,740	29,820	Andrew Martin, Asst Dir of SW, 630 Beacon Lake Dr, Raleigh, NC 27610, 919-996-6868, Andrew.Martin@raleighnc.gov	

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2015 Other Projects				
Corpus Christi, TX 5/2015 & 7/2015	Removed & Disposed: vegetation	\$501,795	67,860	Gilbert Montoya , 361-816-8156, gilbertm@cctexas.com
Hitchcock, TX 2/9/2015-2/17/2015	Grinding existing debris piles and hauling out mulch to final disposal	\$20,441	4,867	Denise McDaniel , PW Street Superintendent, 8401 Schiro Rd, Hitchcock, TX 77563, 409-986-5591
Newport News, VA 4/2015-11/2015	Removed trees from different locations in the City at various times	\$44,929	Lump Sum	Derrick Porter , Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com
New Jersey Dept. of Environmental Protection 10/2015	Removed & Disposed: houses from navigation waterway displaced by nor'easter – non-asbestos C&D Managed an offloading site	\$219,289	760	Suzanne U. Dietrick , NJ DEP Site Remediation Program, Office of Dredging & Sediment, PO Box 420 Mail Code 401-06C, 401 East State St, Trenton, NJ 08625, p-609-292-8838 c-609-439-6673, Suzanne.Dietrick@dep.nj.gov
Orange Beach, AL 4/2015	Demolition of Coastal Arts Center & Asbestos & Abatement of Children Studio	\$24,760	Lump Sum	Tim Tucker , tucker@cityoforangebeach.com
Orange Beach, AL 4/2015	Dead fish removal and disposal from coastal waters & beaches	\$22,538	Hourly	Tony Kennon , Mayor, 4099 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-6810, tkennon@cityoforangebeach.com
Palm Cove HOA, FL 4/2015-5/2015	Excavation , cleaning and shaping drainage ditches for proper water flow; Removal of a tree; Construction of rip rap & rebar diverter controlling flooding	\$34,913	Lump Sum	Jeff Murphy , President of Palm Cove HOA, jkm@tampabay.rr.com
Pensacola, FL 5/2015-10/2015	Emergency Dredging of Bayou Texar in 16 different locations	\$650,850	Lump Sum	Carl Flowers , 850-435-1817, CFlowers@cityofpensacola.com
RBM Contracting Services, LLC 3/2015	Norman Riley Bridge approach repair at Blackwater River State Forest near Baker, FL	\$24,003	Hourly	Branch McClendon , RBM, 15249 Business Hwy 331, Freeport, FL 32439, 850-835-0217, branchmcclendon@gmail.com
The Nature Conservancy (TNC) Arlington Cove 4/2015-5/2015	Forestry mowing and pallet staging	\$25,762	Lump Sum	Judy Haner , Marine & Freshwater Programs Manager, 251-433-1150 ext 103, jhaner@TNC.org
2014 Severe Storms, Flooding & Tornadoes	11 Contracts Activated - 2 DMS Managed for Event	\$3,731,996 Total Event Cost	310,753 Total Event CY	
AL Dept. of Transportation 12/11/2014-12/17/2014	Removed & Disposed: Drift waterway debris in Styx River in Baldwin County, AL	\$79,250	834	Jason Shaw , Bridge Ops Engineer, SW Region, 1701 I-65 W Service Rd N, Mobile, AL 36618-1109, 251-470-8200, shawj@dot.state.al.us Brian Aaron , SW Region, 1701 I-65 W Service Rd N, Mobile, AL 36618-1109, 251-470-8200, aaronb@dot.state.al.us
AL DCNR Dept of Conservation & Natural Resources 9/8/2014-10/15/2014	Removed & Disposed: Waterway debris, vegetative, C&D in Baldwin County, AL	\$500,000	1,801	Terry Boyd , Chief of Engineering Section AL DCNR, 64 N Union St, Rm 479, Montgomery, AL 36104, 334-242-3836, Terry.Boyd@dcnr.alabama.gov Kirby McCrary , P.E., Disaster Ops Mgr, Volkert, Inc., 251-406-0166, kirby.mccrary@volkert.com
Baldwin County, AL 5/7/2014-5/17/2014	Removed & Disposed: vegetation	\$12,897	1,066	Joey Nunnally , Preconstruction Mgr, PW Engineer, 22070 Hwy 59, Central Annex II 3rd & 4th floor, Robertsdale, AL 36567, 251-972-8557, jnunnally@baldwincountyal.gov Charles Gruber , Chairman Baldwin Co Commission, 201 E Section St, Foley, AL 36535, 251-943-5061, cgruber@co.baldwin.al.us
Blount County, AL 5/2014-7/2014	ACCA Contract: Removed & Disposed: vegetation, leaners/hangers (954/512), stumps (86), waterway debris (7,285 CY); Reduced by grinding	\$1,401,613	139,628	Don Roybal , County EMA Dir, 220 Second Ave E, Ste 106, Oneonta, AL 35121, 205-625-4121, ema@co.blount.al.us

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
DeKalb County, AL 5/2014-6/2014	ACCA Contract: Removed & Disposed: vegetation, leaners/hangers (60), stumps (16)	\$295,320	38,616	Bobby Ridgeway, EMA Officer, 111 Grand Ave SW Ste 21, Ft Payne, AL 35967, 256-845-8569, bridgeway@dekalbcounty.al.us	
Escambia County, FL 5/10/2014-5/16/2014	Removed & Disposed: C&D, Compacted C&D	\$51,654	5,972	Pat Johnson, SW Dir, 13009 Beaulah Rd, Cantonment, FL 32533, 850-937-2164, ptjohnso@co.escambia.fl.us	Jack Brown, Co Administrator, 221 Palafox Pl, Ste 420, Pensacola, FL 32502, 850-595-4946, admin@myescambia.com
Limestone County, AL 5/8/2014-7/9/2014 9/8/2015-9/16/2015	ACCA Contract: Removed & Disposed: vegetation, leaners/hangers (874/128), stumps (54); Reduced by burning 2015 Waterway Contract for the removal of waterway debris from 7 sites; Funded in part by NRCS / EWP	\$1,245,103	122,542	Richard Sanders, Co Engineer, 310 W. Washington St, Athens, AL 35611, 256-233-6681, richard.sanders@limestonecounty-al.gov	Sharon Wilson, Engineering Clerk, 310 W. Washington St, Athens, AL 35611, 256-233-6681, sharon.wilson@limestonecounty-al.gov
Orange Beach, AL 5/8/2014-5/12/2014	Remove heavy seaweed from 7 miles of beach	\$13,071	Hourly	Tony Kennon, Mayor, 4099 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-6810, tkennon@cityoforangebeach.com	Ken Grimes, City Administrator
Perdido Beach, AL 5/19/2014-5/27/2014	Removed & Disposed: vegetation	\$3,742	294	Patsy Parker, Mayor, 9212 CR 97, Perdido Beach, AL 36530, 251-962-2200, mayor@townofperdidobeach.org	Lynn Thompson, Town Clerk, 9212 CR 97, Perdido Beach, AL 36530, 251-962-2200, clerk@townofperdidobeach.org
Walton County, FL 5/1/2014-5/21/2014	Provided & Operated: Pumps to remove excess storm water	\$129,346	Hourly	Wilmer Stafford, PW Dir, 117 Montgomery Cir, DeFuniak Springs, FL 32433, 850-892-8108, stawilmer@co.walton.fl.us	Tommy Hinate, PW Engineer, 97 Montgomery Cir, DeFuniak Springs, FL 32435, 850-892-8108, hintommy@co.walton.fl.us
2014 Ice Storm Ulysses					
Greensboro, NC 3/18/2014-5/13/2014	Removed & Disposed: vegetation	\$775,739	81,060	Dale Wyrick, P.E., Dir Field Ops, 401 Patton Ave, Greensboro, NC 27406, 336-373-2783, Dale.Wyrick@greensboro-nc.gov	Chris Marriott, Deputy Dir Field Ops, PO Box 3136 Greensboro, NC 27402, 336-373-7612, chris.marriott@greensboro-nc.gov
2014 Ice Storm Pax	2 Contracts Activated - 3 DMS Managed for Event	\$5,358,824 Total Event Cost	277,501 Total Event CY		
Berkeley County Water & Sanitation, SC 2/2014-5/2014	Removed & Disposed: vegetation, leaners & hangers (19,102 trees); Reduced by grinding	\$3,381,880	179,382	Mark Schlievert, SW Dir, 212 Oakley Plantation Dr, Moncks Corner, SC 29461, 843-719-2380, mschlievert@bcwsa.com	Michael Healy, PE, Atkins Sr Engineer III, EM, 4030 W Boy Scout Blvd, Ste 700, Tampa, FL 33607, C: 813-267-7058, mike.healy@atkinsglobal.com
Dorchester County, SC 2/2014-5/2014	Removed & Disposed: vegetation, leaners & hangers (389/10,952); Reduced by grinding	\$1,976,944	98,119	Mario Formisano, EM Dir, 212 Deming Way Ste 3, Summerville, SC 29843, 843-832-0341, mformisano@dorchestercounty.net	Matthew Halter (now Mike Golston - Interim), PW Dir, 2120 E Main St, Dorchester, SC 29437, 943-832-0070, mgoldston@dorchestercounty.net

E. Current Work Commitments



E. Current Work Commitments

Below is a list of current jobs that are underway:

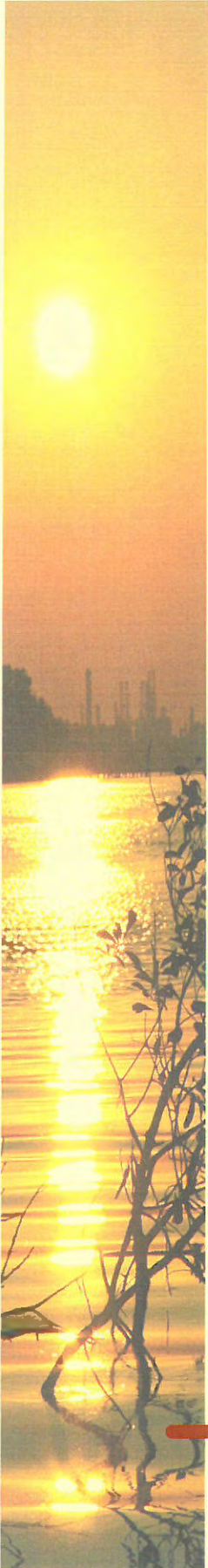
Job Number	Job Name	Status
18-ESB-015	Mechanical Dredging- Canal - Eastern Shipbuilding	Job In Progress
18-PAN-041	Panama City (City), FL - Hurricane Michael	Job In Progress
18-BCF-042	Bay Co, FL - Hurricane Michael	Job In Progress
19-BAI-006	Bainbridge (City), GA Hurricane Michael	Job Not Started
19-DEC-006	Decatur (County), GA Hurricane Michael	Job Not Started

Current Pre-Event Contracts

Client	Duration	Client	Duration	Client	Duration
ALABAMA					
Atmore (City)	2017-2020	Baldwin Co.	2018-2021	Bay Minette (City)	2017-2021
Chatom (Town)	2017-2019	Daphne (City)	2016-2019	Dauphin Island (Town)	2016-2020
Dothan (City)	2016-2019	Fairhope (City)	2018-2021	Gulf Shores (City)	2017-2020
Ono Island (POA)	2018-2021	Orange Beach (City)	2016-2021		
FLORIDA					
Arcadia (City)	2017-2027	Apalachicola (City)	2018-2021	Aventura (City)	2006-2021
Bay County	2016-2021	Bonita Springs (City)	2017-2023	Bradenton Beach (City)	2016-2026
Brevard County	2018-2024	Bunnell (City)	2016-2022	Carrabelle (City)	2018-2021
Casselberry (City)	2017-2023	Charlotte Co. Public Schools	2017-2023	Clay Co	2015-2022
Cocoa Beach (City)	2016-2021	Crestview (City)	2018-2020	Destin (City)	2013-2019
Edgewater (City)	2016-2021	Estero (Village)	2017-2019	Flagler Beach (City)	2015-2022
Flagler Co	2015-2022	Fort Myers Beach (Town)	2018-2023	Fort Myers (City)	2017-2023
Franklin Co	2018-2021	Gainesville (City)	2018-2022	Glades Co.	2015-2020
Grand Haven Comm. Devl. District	2016-2022	Jackson Co.	2015-2020	Jupiter (Town)	2017-2023
Kissimmee (City)	2014-2019	Lakeland (City)	2015-2022	Lauderdale-By-The-Sea (Town)	2018-2026
Lee Co	2017-2023	Levy Co	2017-2024	Lynn Haven (City)	2013-2019
Mexico Beach (City)	2019-2024	Miami Gardens (City)	2018-2020	Mount Dora (City)	2017-2021
Ocoee (City)	2018-2023	Okaloosa Co	2017-2022	Okeechobee Co	2015-2020
Orange Park (Town)	2018-2022	Palm Coast (City)	2017-2022	Panama City (City)	2017-2022
Panama City Beach (City)	2019-2024	Parker (City)	2018-2023	Plant City	2015-2020
Plantation (City)	2017-2027	Polk Co	2015-2020	Punta Gorda (City)	2017-2023
Putnam Co	2018-2020	Sanford (City)	2015-2019	Sanibel (City)	2018-2023
Shalimar (Town)	2017-2022	St. Petersburg (City)	2014-2019	Stuart (City)	2017-2022
Sunrise (City)	2017-2027	Tarpon Springs (City)	2017-2022	Taylor County	2017-2022
Valparaiso (City)	2017-2022	Vero Beach (City)	2017-2022	Washington Co	2016-2019
Wilton Manors (City)	2017-2026				
GEORGIA					
Bainbridge (City)	2018-2021	Garden City	2017-2021	Grady County	2018-2021
Gwinnett County	2018-2023	Liberty Co.	2014-2019	Lowndes Co.	2015-2020
Port Wentworth (City)	2016-2021	Thunderbolt (Town)	2017-2022	Tybee Island (City)	2017-2019
Ware Co.	2016-2019	Wayne Co.	2012-2022		

LOUISIANA					
Calcasieu Parish	2018-2022	Central (City)	2016-2019	Lake Charles (City)	2018-2023
St. Helena Parish	2016-2021	St. James Parish	2017-2022	St. John the Baptist Parish	2013-2021
Sulphur (City)	2018-2023				
MARYLAND					
Cecil Co.	2015-2020	Ocean City (Town)	2016-2020	Talbot Co.	2017-2020
MISSISSIPPI					
Biloxi (City)	2014-2019	D'Iberville (City)	2017-2019	Gulfport (City)	2017-2021
Harrison Co.	2015-2020	Pascagoula (City)	2017-2019		
NEW JERSEY					
State of New Jersey	2015-2019				
NORTH CAROLINA					
Ahoskie (Town)	2018-2022	Brunswick Co.	2016-2021	Calabash (Town)	2017-2019
Charlotte (City)	2012-2019	Chatham County	2018-2024	Chowan Co.	2015-2020
Duck (Town)	2016-2021	Duplin Co.	2015-2020	Fayetteville (City)	2018-2024
Jacksonville (City)	2016-2023	Nags Head (Town)	2016-2021	Nash County	2018-2024
North Topsail Beach (Town)	2017-2022	Onslow Co.	2016-2021	Raleigh (City)	2016-2021
Robersonville (Town)	2018-2022	Rocky Mount (City)	2012-2019	Rose Hill (Town)	2016-2020
Southern Shores (Town)	2016-2021	Swansboro (Town)	2016-2023		
SOUTH CAROLINA					
Dorchester Co.	2016-2021	Greenville (City)	2015-2020	Hilton Head Island (Town)	2014-2019
Hilton Head Plantation Owners Association	2010-2025	Long Cove Club Owners Assoc.	2010-2025	Mariner's Point Owners Assoc.	2010-2025
Marriott Resort Hospitality Corp.	2011-2026	Marsh Side Owners Assoc.	2015-2025	Palmetto Dunes Property Owners Assoc.	2011-2026
Palmetto Hall Property Owners Assoc.	2016-2031	Sea Pines County Club	2011-2026	Sea Pines Plantation Comm. Services Assoc.	2010-2025
Sea Pines Resort	2012-2025	Spartanburg Co.	2017-2022	Spring Island Property Owners Assoc.	2011-2026
Sun City Hilton Head Community Assoc.	2011-2026	Wexford Plantation	2011-2026	Windmill Harbour Assoc.	2011-2026
TENNESSEE					
Davidson Co.	2016-2021	Knox Co.	2014-2019	Nashville Co.	2016-2021
TEXAS					
Alvin (City)	2011-2021	Aransas Co.	2016-2021	Baytown (City)	2017-2020
Bayou Vista (City)	2018-2023	Bell Co.	2017-2022	Clute (City)	2017-2022
Corpus Christi (City)	2018-2021	Deer Park (City)	2016-2019	DeSoto Co.	2016-2021
Dickinson (City)	2019-2022	El Campo (City)	2014-2024	Friendswood (City)	2018-2022
Galveston Co.	2017-2022	Jasper Co.	2016-2023	Jones Creek (Village)	2012-2022
Lake Jackson (City)	2017-2022	League City	2018-2022	Liberty Co.	2017-2022
Montgomery Co.	2017-2023	Nassau Bay (City)	2010-2020	Newton Co.	2016-2021
Nueces Co.	2016-2021	Port Arthur (City)	2018-2019	Richardson (City)	2016-2026
Rowlett (City)	2016-2021	Sugar Land (City)	2018-2021	Tarrant County	2018-2021
Trinity Bay Conservation District	2018-2023	University Park (City)	2016-2021	Webster (City)	2015-2025
VIRGINIA					
Commonwealth of Virginia (Pre-Qualified)	2015-2020	Hampton Roads Sanitation Dist.	2018-2023	James City Co (2 contracts)	2013-2019
Newport News (City)	2018-2023	VPPSA Pre-Qualified Contractor	2018-2023		
WASHINGTON					
Seattle (City)	2012-2019				

F. Availability



F. Availability

Contract Management - Ability to Handle Multiple Contracts

CrowderGulf has a proven track record of simultaneously managing multiple contracts and many specialty debris projects such as waterway debris removal and demolition. CrowderGulf has at its disposal an extensive inventory of company-owned equipment coupled with a large pool of dedicated subcontractors to complete any project, large or small.

The Summary Table below provides a snapshot of CrowderGulf's disaster-related work experience. It reflects the Company's ability to successfully complete multiple simultaneous disaster projects by providing the personnel and equipment resources needed, regardless of size, location, number of active projects, or the nature and severity of the disaster.

"Their (CrowderGulf) overall performance and management of each project I found to be exceedingly professional. They maintained their projected schedules, if not exceeding them in some cases, met our staff's expectations, performed within the contract documents, adhered to schedules and budgets defined within their' projects and the close-out process was smooth and submitted promptly."

*Cathie Lewis, Public Works Director
Town of Fort Myers Beach, FL*

Over 98% of the 403 disaster projects listed in the table below were the result of pre-event contracts that were activated after a disaster.

CrowderGulf successfully provided every Client all documentation FEMA required for Client to receive reimbursement.

SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS					
Year	Hurricane	# of DMS Managed	Simultaneous Contract Activations	Approx. CY	Invoice Amt
2018	Hurricane Michael	24	10	10,000,000+	\$148,720,492+
2018	Hurricane Florence	10	18	1,533,575+	\$28,384,783+
2017	Hurricane Nate	1	3	110,000 CY	\$1,549,118
2017	Hurricane Irma	91	64	11,850,445 CY	\$180,937,263
2017	Hurricane Harvey	15	27	6,371,922 CY	\$86,676,080
2016	Hurricane Matthew	32	39	5,675,560 CY	\$82,267,725
2016	Hurricane Hermine (2 Activations)	3	2	401,366 CY	\$9,080,715
2016	Severe Storms, (Ice, Flood & Tornadoes)	1	12	648,612 CY	\$9,153,193
2015	Severe Storms, (Ice, Flood & Tornadoes)	0	15	109,578 CY	\$2,311,844
2014	Ice Storms Pax & Ulysses, Severe Storms (Flood & Tornadoes)	5	14	669,314 CY	\$9,866,559
2012	Sandy	1	4	727,194 CY	\$57,805,734
2012	Isaac	3	9	245,799 CY	\$2,821,936
2011	Irene	13	31	1,673,821 CY	\$14,754,641
2008	Ike	27	36	16,933,904 CY	\$178,318,425
2005	Dennis, Katrina, Rita, and Wilma	41	67	19,441,656 CY	\$279,764,959
2004	Charley, Frances, Ivan, Jeanne	61	36	16,800,678 CY	\$292,426,233
2003	Isabel	19	16	5,447,815 CY	\$66,344,733

Our ability to successfully manage multiple contracts is demonstrated in the following excerpts of our past experience following major natural disasters:

Past Experience

For all activations, CrowderGulf Management teams have been led by experienced and knowledgeable personnel well-versed in FEMA regulations, including eligible work, funding and reimbursement requirements. Several of CrowderGulf's personnel have held emergency management positions both locally, as well as state and federal positions. These individuals provide updates and training to CrowderGulf staff on a regular basis. Details of personnel qualifications are provided in the **Key Personnel Section** of this proposal.

The best way to demonstrate the qualifications, knowledge, and experience of CrowderGulf is to provide summaries of past performance and references to support our work, which we have provided below. CrowderGulf's ability to successfully manage multiple contracts, within client timelines and FEMA guidelines, is highlighted in the following excerpts of past experience following major natural disasters. A Summary Chart is included at the end of each year's work that shows the varied scopes of work that were completed.

2018 Hurricane Michael

Hurricane Michael plowed into the Florida Panhandle on October 10 as a major Hurricane. It is the first Category 5 storm on record to hit the Florida Panhandle. Tropical storm-force winds extended more than 320 miles from the center, devastating the entire region.

CrowderGulf holds many pre-event contracts within the area so our Director of Operations and Florida Regional Manager were on the ground doing damage assessment within 2 hours of the storms passing. We immediately mobilized hauling units to begin right-of-way (ROW) debris operations. From October 12-January 12, 2019, CrowderGulf has removed, processed, reduced and



disposed of approximately **10 Million Cubic Yards** of vegetative and construction/demolition debris at 26 Debris Management Sites and 13 Final Disposal Facilities. More than 83,000 hazardous trees have had falling hangers and leaners, to date and those limbs were cut to restore safe passage. Ongoing CrowderGulf operations in within the State of Florida will also include the removal of construction and demolition debris, white goods, e-waste, household hazardous waste (HHW), hazardous stumps, demolition of structures and Private Property Debris Removal (PPDR).



2018 Hurricane Florence

Hurricane Florence, a powerful and deadly Category 1 Hurricane took aim at the North Carolina coastline in September, 2018. This deadly hurricane claimed 55 lives as it swept across the state. Hurricane Florence brought devastating rainfall accumulations which caused flooding not only to the large stretch of coastline but also created widespread inland flooding. Many of the state's major rivers and tributaries reached record level height as 30+ inches of rainfall drenched the area and closed major interstates and roadways for weeks.

CrowderGulf was activated on 18 pre-event contracts across the state of North Carolina which involved the removal and reduction of over 2.1 million cubic yards of debris, the removal of approximately 50,000 leaners and hangers and the management and maintenance of 16 debris management sites. In addition, CrowderGulf provided sand and beach restoration to North Top Sail Beach, Oak Island and Bald Head Island.

While working in North Carolina, CrowderGulf experienced contract requirements which presented their own unique challenges. Damage assessments were hampered by non-reseeding floodwaters causing the closure of many roads and isolating communities. CrowderGulf assisted communities with damage assessment by providing drone flyovers into flooded areas and working with local officials to identify alternate debris management sites not affected by floodwaters. The community of Bald Head Island had its own set of unique challenges. Bald Head Island is an island off the coast of North Carolina separated from the mainland by the Cape Fear River, accessible only by ferry boat. The challenge of this contract involved the access of equipment to the island and the means of disposal of storm generated debris. CrowderGulf worked with Bald Head Island to provide the debris collection and disposal services by setting up a debris reduction site on the island for the vegetative debris. At the vegetative debris site all material was reduced to mulch and then given back to the residents and local landscape businesses for residential use. CrowderGulf secured barges to transport the remaining materials, which included C&D and Household Hazardous Waste (HHW), across the Cape Fear River to final disposal sites. While contracts such as this one can present special challenges, so does the addition of another land falling hurricane.

Rising to the Challenge - During the Florence activation, the Florida Panhandle experienced the devastation of Hurricane Michael, a category IV storm. CrowderGulf had eleven additional contracts activated making a total of twenty nine simultaneous activated contracts. During the 2017 Hurricane season, CrowderGulf experienced the same scenario involving multiple contract activations which led our team to revisit and revise our level of response. Following our 2017 - 18 activation assessment, CrowderGulf worked diligently to enhance our program. We provided additional training to project managers and team members across seven states, solidified relationships with subcontract resources nationwide and revised plans and procedures for faster response to our clients and improved documentation protocols.



During the 2018 activation, our company stood strong and we were ready. We provided each contract activation with an experienced project management team that remained with the assignment from start until finished. We provided each client with the needed assets, both personnel and equipment to successfully meet all contractual obligations within the specified time to include safety, quality assurance and documentation personnel.

CrowderGulf responded to Florida with urgency, providing each Florida Client with their own trained Project Management team. CrowderGulf did not downsize equipment and personnel in North Carolina to respond to Florida, **we doubled and in some cases tripled our equipment resources in our North Carolina contract activations** to re-assure our North Carolina clients that we would finish their projects strong and successfully. We responded to our Florida clients with full resources and had damage assessment personnel on the ground within two hours of the storms passing. CrowderGulf provided personnel, drones and helicopters for damage assessment and brought in our own professional videographer to capture storm damage and the debris removal process.

2017 Hurricanes Harvey & Irma

The 2017 Hurricane Season was extremely challenging as Hurricane Harvey caused extensive damage to the Texas Coast and two weeks later Hurricane Irma impacted the Florida Keys and stretched all the way to South and North Carolina.

In Texas, CrowderGulf had 27 contracts activated and debris removal operations were in full swing. Then Hurricane Irma visited Florida, leaving behind great damage and devastation. As a result, CrowderGulf's resources had to be quickly expanded and adjusted to accommodate 64 clients in Florida. While the usual initial chaos and stress for everyone after a disaster was present, CrowderGulf focused on serving all affected clients in both states as quickly and efficiently as possible. As a result, all jobs were finished



Hurricane Harvey

Texas - On August 25, 2017, Hurricane Harvey, one of the strongest hurricanes to hit the United States since 2005, made landfall as a Category 4 Hurricane in Rockport, Texas. The maximum winds were 130 mph as it churned its way through Aransas County. As the storm continued to make its way along the eastern edge of the Texas coastline, additional impacts of storm surge and inland flooding affected numerous areas. The Houston metropolitan area observed between 30 and 60.5 inches of rain from this historic tropical system. Harvey destroyed 9,000 homes and damaged an additional 185,000 dwellings. CrowderGulf had 27 Texas County and Municipal contracts activated during this event and managed 25 Debris Management Sites (DMS), resulting in approximately **5 MILLION CUBIC YARDS** of debris being removed from ROW or ROE.

Hurricane Irma

Florida - On September 10, 2017, Hurricane Irma made two landfalls in the State of Florida. The first landfall was recorded in Cudjoe Key, Florida, with winds of 130 mph. The second landfall occurred in Naples, Florida, with sustained winds of 115 mph. This large hurricane impacted all of Florida as it moved north, causing 67 counties to be declared for FEMA Public Assistance. In response, CrowderGulf had 65 contract activations and managed 92 DMS in Florida while simultaneously managing 26 contract activations that occurred in August in the State of Texas, following Hurricane Harvey. Clean up included the removal of over **7 MILLION CUBIC YARDS** of debris and resulting in costs of over **100 MILLION DOLLARS**.

"I would like to thank you and your staff for the outstanding service provided to the County in 2017 due to Hurricane Irma"

*Russell A. Rowland, Assistant to
County Administrator,
Okeechobee County*

2017 Hurricane Harvey & Irma Projects and Tasks

91 Total Clients	Number of Clients in 2017 Hurricane Harvey & Irma Utilizing Task											
Contract Amt	PUSH Ops	ROW Hauling	Private Rds Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Waterway Debris
\$281,720,975	7	91	15	49	91	36	12	18	15	15	79	2

2016 Hurricane Matthew

Georgia - On October 7th, 2016, Hurricane Matthew began its devastating impacts on thirteen Counties in Georgia. CrowderGulf's debris contracts were activated the following week in Liberty County (serving the County and the Cities of Hinesville, Midway and Riceboro) as well as two contract activations in Chatham County. The storm left over 182,460 cubic yards of vegetative storm debris, 2,055 leaners and hangers, 727 stumps and 75 tons of C&D to be removed, reduced (by air curtain incineration) and disposed in Liberty County. During our kick-off meeting, CrowderGulf was made aware the County elected to participate in the Public Assistance Pilot Program for expedited debris removal. CrowderGulf immediately began ramping up resources to successfully remove, reduce and dispose all debris within the given timeframe established by the County. Invoicing for the County was submitted in 30 day increments and supported by daily progress reports by both CrowderGulf and the monitoring Company. This close working relationship made participation in the **Pilot Program successful** for the County. The total project cost for Liberty County was \$1,736,692.

In Chatham County, the municipalities of Port Wentworth, Thunderbolt and Garden City activated their pre-event contracts with CrowderGulf. Port Wentworth recovered over 6,282 cubic yards of vegetative debris and removed 952 leaners and hangers while Garden City had 33,580 cubic yards of debris removed. Thunderbolt recovered 9,896 cubic yards of vegetative debris. All three municipalities reduced their debris by mulching/chipping. Three Georgia contracts were monitored by Tetra Tech and one was monitored by Witt O'Briens. All were completed in less than 90 days. The total project cost for Port Wentworth was approximately \$84,000, Thunderbolt was approximately \$108,700 and Garden City totaled \$365,490.

Florida - Following Hurricane Matthew impacting the east coast of Florida, CrowderGulf received 13 Florida contract activations from Counties and cities as far south as Martin County and as far north as Duval County. Utilizing 18 Project Managers, and numerous field supervisors and equipment assets, CrowderGulf removed over 1,695,743 cubic yards of debris and managed 13 debris management site locations. CrowderGulf forces were tasked with the removal of vegetative debris, C&D, leaners, hangers and stumps, and collection and disposal of white goods. Reduction was performed by burning, grinding and mulching debris. Additional contract activations were received by the Florida Department of Environmental Protection (FDEP) in Duval, Clay, St John's, Brevard, Volusia and Nassau Counties for Waterway Debris Removal. Costs for the recovery efforts in Florida were \$30,358,208.

South Carolina - CrowderGulf was activated by Hilton Head Island (HHI) on October 7, 2016. CrowderGulf supplied over 125 pieces of equipment which included 6 grinders and a Trammel screen plus an additional 300+ personnel to assist with the HHI's 12 communities with recovery operations. Reduction operations consisted of chipping and mulching at both Debris Management Site locations. CrowderGulf removed, reduced and disposed 2,989,342 cubic yards of vegetative debris and removed 42,058 hangers 5,301 leaners and 10,693 Cubic Yards of C&D material and managed 2 debris management site locations on the island for a total project cost of \$33,693,545.

Having worked in 2015 for the SCDOT to recover Richland and Lexington Counties from severe flooding, CrowderGulf was once again activated to aid Darlington, Florence and Sumter Counties with Hurricane Matthew debris removal. The SCDOT tasked CrowderGulf with removing debris on the right of way and hazardous leaners, hangers and stumps. CrowderGulf was responsible for debris removal from the following roads throughout the Counties:

State Maintained Roads

Darlington County
Florence County
Sumter County

County Maintained Roads

Florence County
Sumter County

City Maintained Roads

City of Sumter

CrowderGulf quickly mobilized forces and hired local companies to begin the debris removal. CrowderGulf set up 7 Debris Management Sites and reduced the debris by grinding. All of the mulch from reduction by grinding was hauled to mulch recycling facilities and papermills in the areas. None of the debris was hauled to any landfill which resulted in significant cost saving to the SCDOT from not paying landfill tipping fees. Overall, CrowderGulf removed and reduced over 500,000 cubic yards of debris in less than 90 days.

2016 Hurricane Matthew Projects and Tasks											
39 Total Clients	Number of Clients in 2016 Hurricane Matthew Utilizing Task										
Contract Amt	PUSH Ops	ROW Hauling	Private Rds Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	ADMS Utilized	Waterway Debris	Special Projects
\$82,267,725	8	33	3	24	33	12	6	2	18	1	5

2016 Floods & Storms

Texas Tornado – Starting in late December 2015, Severe Storms made their way through Texas (FEMA-4255-DR-TX) causing flooding and tornados. Our first activation of the year was requested by Rowlett, TX. A tornado ripped through the town causing C&D debris to be scattered in its path. Over 70,000 cubic yards of debris was collected and disposed after this event. CrowderGulf was also tasked to remove and dispose of 140 white goods and 49 e-waste debris. It took 37 days to complete the project under the City's management. CrowderGulf also worked with the monitoring firm True North during this project. The total cost of this project was \$680,036.

Ice Storms – Late January, Virginia was the target for a winter storm (FEMA-4262-DR-VA). Approximately 16,000 cubic yards of vegetative, C&D and stump debris was collected, transported and disposed from the ROW in Essex County, VA due to this winter storm. The project was completed in 20 days and involved CrowderGulf working with the County, Virginia Peninsulas Public Service Authority (VPPSA) and the monitoring firm Rostan Solutions (aka Arcadis). The total cost of this project was \$138,739.

Louisiana Storms – Louisiana received their share of severe storms and flooding (FEMA-4263-DR-LA) in March. CrowderGulf was activated by St. John the Baptist Parish and Ouachita Parish. St. John the Baptist Parish relied on volunteers and its citizens to help in the recovery. The Parish requested that CrowderGulf only provide portable showers and restrooms for the volunteers and citizens.

Ouachita Parish, LA activated CrowderGulf at the end of March. After 53 days, CrowderGulf had removed and disposed of over 32,000 cubic yards of debris, 18 white goods, 105 Tires and 370 pieces of e-waste. In some areas, water had to recede before hauling could begin. The project total cost was \$397,774.

Second Round of Storms in Texas – In March, Texas received another round of storms, tornados and flooding (FEMA-4266-DR-TX). CrowderGulf was activated by Montgomery County, Newton County and Waller County.

Montgomery County tasked CrowderGulf with removing and disposing of vegetative debris and C&D debris. Just over 19,000 cubic yards of debris was removed in 21 days. Along with working with the County, CrowderGulf also teamed with the monitoring firm Tetra Tech. The total cost of the project was \$288,408.

Newton County Activated CrowderGulf near the beginning of April. Newton County was experiencing flooding and CrowderGulf was tasked with the removal and disposal of over 37,000 cubic yards of C&D debris. There were also 418 pieces of white goods removed and disposed of during the project. CrowderGulf has worked with their monitoring firm, Thompson consulting on the project. The total cost for this project was \$349,990.

Waller County was also affected by the storms with flooding and straight lined winds. CrowderGulf was activated to remove a small amount of vegetative and C&D debris. Just over 1,000 cubic yards of debris was removed and disposed of in 7 days. Along with working with the County, CrowderGulf also teamed with the monitoring firm Tetra Tech. The total cost of the project was \$19,674.

Third Round of Storms in Texas – In April another round of severe storms and flooding hit Texas (FEMA-4269-DR-TX). CrowderGulf was once again activated in Montgomery and Waller Counties. CrowderGulf worked in these counties with the same tasks as with the previous storm.

Montgomery County accumulated an additional 39,079 cubic yards of debris on this round of storms that was managed by CrowderGulf. The total cost for this project was \$520,549.

Waller County accumulated an additional 1,183 cubic yards of debris on this round of storms that was managed by CrowderGulf. The total cost for this project was \$18,402.

CrowderGulf was also activated in Brazoria County, TX. To date, CrowderGulf has removed approximately 19,202 cubic yards of C&D debris. The debris is being hauled to a final disposal facility and is being monitored by Tetra Tech. The cost of the project so far is estimated at \$301,984.

Along with the other Texas Counties, the contract for debris removal services has also been activated by the Texas General Land Office for the cleanup efforts on 20 miles of Brazoria County's beaches. CrowderGulf worked closely with their monitoring firm, Tetra Tech, on this project with over 6,000 cubic yards of vegetative debris being removed and disposed. The total cost of this project was \$397,252.

In August, Louisiana experienced storms that caused severe flooding. CrowderGulf was awarded a contract for debris removal in Central, LA in East Baton Rouge Parish. Among the debris hauled were C&D and HHW. CrowderGulf worked closely with the City's debris monitor, Debris Tech who is using their ADMS system. The final project total was: \$5,486,871 and our team removed and disposed of 324,951 cubic yards.

2015 Floods & Storms

Ice Storms - Early in 2015 the City of Raleigh activated the Pre-Event Contract and called on CrowderGulf to support debris removal operations within the City. The operation consisted of debris pickup from rights-of-way. CrowderGulf removed approximately 30,000 cubic yards of debris during the week long project.

Texas Flooding - In June of 2015, CrowderGulf was activated by Blanco County for debris removal operations after severe storms came through the County. Vegetative and C&D debris was collected and hauled directly to a landfill.

South Carolina Flooding - In early October 2015, a cold front with widespread heavy rain moved southeast across the Carolinas and interacted with Hurricane Joaquin to produce record breaking rains throughout the region. Rainfall across parts of South Carolina reached 500-year event levels, with areas within Richland County, SC experiencing 1-in-1,000 year levels. The record breaking rainfall overwhelmed the Midlands causing severe flooding, power outages, dam breaches, road washouts and bridge collapses.

On October 7, 2015, the South Carolina Department of Transportation (SCDOT), activated the CrowderGulf Pre-event Contract for *Disaster Recovery Assistance following a Declared Disaster*, to remove and dispose of flood debris from State maintained roads within Richland and Lexington County, SC. Soon thereafter, both Richland and Lexington County executed Memorandums of Understanding (MOU) with the SCDOT to enable CrowderGulf to also remove and dispose of flood generated debris from County maintained roads. CrowderGulf immediately mobilized forces and began debris removal operations simultaneously in both Counties. Over the next few weeks, CrowderGulf hauled the flood related debris, inclusive of demolished house debris, damaged furniture and possessions, electronic waste, appliances, white goods (washers, dryers, refrigerators, etc.) and household hazardous waste (HHW) to the local landfills. Overall CrowderGulf removed and disposed of over 33,000 cubic yards of debris, 20,000 pounds of HHW, 300 White Goods and 400 Electronic Goods. The majority of the above operations were completed within the first 30 days of the FEMA incident period to aid the State and Counties in applying for 85% reimbursement from the Federal Emergency Management Agency (FEMA).

Texas Tornadoes - In November of 2015, the City of Friendswood, TX experienced damages from a tornado that devastated several neighborhoods. CrowderGulf responded quickly to remove and dispose of the 8,700 cubic yards of debris.

2015 Storms Projects and Tasks								
15 Total Clients	Number of Clients in 2015 Storms Utilizing Task							
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	White Goods/ Ewaste	HHW	Wet Debris	Sand/ Beach Work	Special Projects
\$2,727,109	9	1	12	1	1	5	1	8

2014 Storms

Severe Flooding Event for the States of Alabama and Florida - Following 18-22 inches of rainfall in the States of Alabama and Florida coupled with tornadoes across the State of Alabama in April, CrowderGulf was activated by **eight** Alabama Contracts (Baldwin, Blount, DeKalb and Limestone Counties, and the Cities of Orange Beach, and Perdido Beach as well as the Alabama Department of Conservation and Natural Resources and Alabama Department of Transportation) and **two** Florida Contracts (Escambia and Walton Counties). The debris services included emergency debris removal and reduction of over **280,000** cubic yards of debris. It also involved managing citizen drop sites, removing over **600** leaning trees and hanging limbs from over **1000** trees, removing over 150 hazardous stumps, clearing storm debris from beaches, providing pumping stations for flooded areas, and removing drift debris from rivers. **The total event** utilized 10 subcontractors, 54 trucks including certified trailers (all averaging around 54 cubic yards capacity). Twelve tree crews and several more crews doing specialized tasks were used and all managed by CrowderGulf.

Ice Storms Pax and Ulysses - These February, 2014 ice storms produced primarily tree damage. CrowderGulf had **three** pre-event contracts activated as a result of these storms.

In both Berkeley County, SC, and Dorchester County, SC, CrowderGulf performed ROW debris removal, reduction, and final disposal of vegetative debris. CrowderGulf was also tasked with the removal of leaning trees and hanging limbs in both South Carolina counties. Hanging limbs were removed from over **30,000** trees from both counties and over **277,000** cubic yards of vegetative debris removed. All work in both counties was completed in a little over two months.



The third contract activated was Greensboro, NC, for debris removal. Work was completed in Greensboro in approximately **45** days and **13,510** tons of debris removed.

During these three projects, CrowderGulf managed 26 tree crews from 18 subcontractors to complete the work. Over 123 trucks were certified and hauled debris, including certified trailers (averaging approximately 67 cubic yards capacity).



2014 Storms Projects and Tasks										
13 Total Clients		Number of Clients in 2014 Storms Utilizing Task								
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	Burn	Grind	L&H	Stump Work	Wet Debris	Sand/ Beach Work	Special Projects
\$9,866,559	9	5	10	1	3	5	3	2	1	1



G. Insurance / Financial Capability

G. Insurance / Financial Capability

Financial strength is one of the most important aspects for the City of Destin to consider when selecting a debris contractor. Following a major disaster, the City's financial burdens could be substantial. It is important to have a financially strong disaster-experienced contractor, such as CrowderGulf, that will work to get the job completed, regardless of any delays in invoice payments.

CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly and we have met all financial obligations without interruption. Over the years, CrowderGulf has paid out millions of dollars before receiving any payments. CrowderGulf's long time commitment to pay subcontractors weekly has allowed us to attract the most experienced and well-equipped subcontractors in the nation.

John Ramsay, President and Director of Operations, has had extensive experience working disasters and is personally aware that many municipalities are not financially prepared to handle the cost of a major recovery effort. He understands that it takes time to work through the bureaucracy and obtain funding. Consequently, CrowderGulf's position has always been one of patience with our clients as they endeavor to meet our invoices. Some clients have been more financially capable than others, but we have never had a situation in which we were unable to amicably resolve any payment issues.

AGGREGATE BONDING CAPACITY	\$ 500,000,000
SINGLE BONDING CAPACITY	\$ 250,000,000
OTHER AVAILABLE FUNDING	\$ 80,000,000

Bonding

Sterling Seacrest Partners
Mr. Jim Congelio
13112 Telecom Drive
Tampa, FL 33637
813-498-1183

Insurance

Point Clear (Gray Insurance)
Robby Farmer
368 Commercial Park Drive
Fairhope, AL 36532
251-990-9050

*See "Bank and Bonding Reference Letters" attached.
Audited Financial Statements can be provided upon request.*

Insurance - CrowderGulf maintains **all required insurances** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Gray Insurance Company of Metairie, Louisiana provides this insurance coverage. *See Insurance Certification attached.*

Equal Opportunity Employer - CrowderGulf is an **Equal Opportunity Employer**. It is our policy to provide an employment and work process free of any unlawful discrimination. We will promote the value of a diverse work force, which fosters fair treatment of all individuals based on knowledge, skill, ability and performance.

Drug Free Work Place - CrowderGulf is a participant in the **National Drug Free Work Place Program**. Our policy prohibits drug distribution, possession or use while in the employment of CrowderGulf. This policy applies to all subcontractors and/or consultants that support or assist in any work conducted. Employee training, counseling and/or employee assistance programs bolster the drug free policy.

H. Florida License & Addendum Acknowledgement

I.-O. Required Documents – Attachments 1-8



January 10, 2019

Re: Bank Reference for Crowder Gulf, LLC and Crowder Gulf Joint Venture, Inc.

Please consider this letter as verification that Crowder Gulf, LLC, and its wholly owned entity, Crowder Gulf Joint Venture, Inc., are one of Regions Bank's valued customers. Regions is privileged to have serviced the operating accounts of the companies since 1987, with all accounts handled in an exemplary manner.

The company currently maintains balances in the mid seven figures and a line of credit in the amount of \$75,000,000.00.

If you have any questions, please contact me at 251-690-1087.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Esfeller", written over a light blue horizontal line.

Christopher Esfeller
Senior Vice President
Commercial Banking
christopher.esfeller@regions.com

11 N Water Street, Mobile, Alabama 36602



January 3, 2019

RE: CrowderGulf Joint Venture, Inc.
Status of Bondability

To Whom It May Concern:

Sterling Seacrest Partners is proud to represent CrowderGulf Joint Venture, Inc. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for your project needs.

Travelers Casualty and Surety Company of America has a A.M. Best rating of "A++, XV" and provides a bonding program to CrowderGulf Joint Venture, Inc. with single bond limits up to \$250,000,000 and an aggregate program of \$500,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.

As always, Travelers Casualty and Surety Company of America reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Partners

A handwritten signature in blue ink, appearing to read "James C. Congelio", is written over the printed name.

James C. Congelio

Surety • Insurance • Risk Management • Employee Benefits

813-498-1183 • sterlingseacrest.com

ATLANTA • SAVANNAH • COLUMBUS • LITTLE ROCK • HILTON HEAD ISLAND - TAMPA

CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 6/26/2018		
PRODUCER Point Clear Insurance Services LLC 368 COMMERCIAL PARK DRIVE FAIRHOPE, AL 36532-1910			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A THE GRAY INSURANCE COMPANY COMPANY B COMPANY C COMPANY D			
INSURED CrowderGulf Joint Venture, Inc. 5435 Business Parkway Theodore, AL 36582-1675						
COVERAGES 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.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	XSGL-074306	9/1/2017	7/1/2020	GENERAL AGGREGATE	Unlimited
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS – COMP/OP AGG	\$3,000,000.00
	☐ OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	\$1,000,000.00
					EACH OCCURRENCE	\$1,000,000.00
					FIRE DAMAGE (Any one fire)	\$50,000.00
					MED EXP (Any one person)	\$5,000.00
A	AUTOMOBILE LIABILITY	XSAL-075300	9/1/2017	7/1/2020	COMBINED SINGLE LIMIT	\$1,000,000.00
	☒ ANY AUTO				BODILY INJURY (Per person)	
	☒ ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE	
	☒ HIRED AUTOS					
	☒ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	
	☐ ANY AUTO				OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
A	EXCESS LIABILITY	GXS-043383	7/1/2018	7/1/2019	EACH OCCURRENCE	\$4,000,000.00
	☐ UMBRELLA FORM				AGGREGATE	\$4,000,000.00
	☒ OTHER THAN UMBRELLA FORM					
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	GWC-071021-FL2	7/1/2018	7/1/2019	☒ WC STATUTORY LIMITS	OTHER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE. ☒ INCL ☐ EXCL				EL EACH ACCIDENT	\$1,000,000.00
					EL DISEASE – POLICY LIMIT	\$1,000,000.00
					EL DISEASE – EA EMPLOYEE	\$1,000,000.00
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.						
CERTIFICATE HOLDER 2523#14_REVISED City of Destin 4200 Indian Bayou Trail Destin, FL 32541			CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder. AUTHORIZED REPRESENTATIVE  THE GRAY INSURANCE COMPANY			
GCF 00 50 01 01 12						

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 451-7433

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM

This company is an equal employment opportunity employer. It is the policy of this company to assure that applicants are employed, and that applicants are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law. Such action shall include: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job-training.

1. Publication and dissemination of this company's written policy of equal employment opportunity.
 - A. Each employee is informed that we are an equal opportunity employer and where our policy is posted.
 - B. Our policy is reviewed annually, or more frequently if required by contract, with all supervisory personnel.
2. Appointment of Equal Employment Officer charged with the responsibility of securing compliance and advising corporate Officials of progress.

Equal Employment Officer: Mary G. White
Office #: 251-478-6848
Email: hr@crowdergulf.com
3. Notification of all recruitment sources that the company, as an equal opportunity employer, solicits referral of qualified applicants without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.
4. The upgrading and promotion of employees shall be made based on qualifications and ability without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.
5. We request from all employees, especially minorities and females, that they refer any qualified friends or relatives to us for employment.
6. All company facilities and activities shall be non-segregated.
7. All Advertisements for employment shall contain the statement, "We are an Equal Opportunity Employer".
8. We continuously monitor, control, evaluate, and obtain feedback in regard to the application of our Equal Employment Opportunity policy at all levels.
9. All personnel activities shall be monitored to ensure that this Equal Employment Opportunity policy is being carried out.
10. CrowderGulf complies with all federal and state laws and regulations regarding Equal Employment Opportunity.
11. In succession to the previous EEO Officer, effective Mary G. White was appointed EEO Officer for the company effective 8/15/2011. Any person who believes he or she has been discriminated against should direct their complaint to Mary G. White.

John Ramsay
President & CEO



Employment Eligibility Verification

Welcome
Kelsey JamesUser ID
KJAM1888Last Login
12:27 PM - 11/11/2010

Log Out

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Company Information

Company Name: Crowder/Gulf Joint Venture.

[View / Edit](#)

Company ID Number: 312220

Doing Business As (DBA)
Name:

DUNS Number:

Physical Location:

Address 1: 5435 Business Parkway

Address 2:

City: Theodore

State: AL

Zip Code: 36562

County: MOBILE

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 10826019

Total Number of Employees: 20 to 99

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 562 - WASTE MANAGEMENT AND REMEDIATION SERVICES

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 3

[View / Edit](#)

A vertical photograph on the left side of the page showing a bright sunset or sunrise over a body of water. The sun is low on the horizon, creating a strong reflection on the water's surface. Silhouettes of trees and possibly industrial structures are visible in the background.

H.-O. Required Documents

- *License & Addendum Acknowledgement*
- *Attachment 2 – Cost of Scope of Services*
- *Attachment 3 – Hourly Rate Sheet*
- *Attachment 4 – Right-of Entry Form*
- *Attachment 5 – Stump Removal Request Form*
- *Attachment 6 – Health & Safety Hazard Form*
- *Attachment 7 – Public Entity Crimes Certification*
- *Attachment 8 – Drug Free Workplace*



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395



**STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION**

CGC1522633

ISSUED: 06/04/2018

GENERAL CONTRACTOR
SMALLWOOD, WESLEY BRIAN
CROWDER-GULF JOINT VENTURE, INC.

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMALLWOOD, WESLEY BRIAN

CROWDER-GULF JOINT VENTURE, INC.
5435 BUSINESS PKWY
THEODORE AL 36582

LICENSE NUMBER: CGC1522633

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that CROWDER-GULF JOINT VENTURE, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 2002.

The document number of this corporation is P02000095020.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of February, 2019*



Randy B.
Secretary of State

Tracking Number: 8428571045CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

June 12, 2018

CROWDER-GULF JOINT VENTURE, INC.
5435 BUSINESS PARKWAY
THEODORE, ALABAMA 36582

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2019. However, the new application is due 4/30/2019.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY)

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alan Autry", is written over a faint, larger version of the same signature.

Alan Autry, Manager
Contracts Administration Office

AA:cj



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

August 14, 2017

Wesley Smallwood,
Crowder-Gulf Joint Venture, Inc.
5435 Business Parkway
Theodore, Alabama 36582
Email: jramsay@crowdorgulf.com

RE: Pre-Qualification Package

Hello:

The pre-qualification as of August 14, 2017 for **Crowder-Gulf Joint Venture, Inc.**, is hereby acknowledged. This pre-qualification approves your firm to bid on the Florida Department of Environmental Protection's Bureau of Design and Construction projects requiring your State licenses until August 31, 2018.

Please feel free to contact me at (850) 245-2781 with any questions or concerns you may have.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mae E. Roth".

Mae Roth, FCCM
Government Operations Consultant II
Bureau of Design and Construction
Florida Department of Environmental Protection
Phone: 850-245-2781 - Office

ADDENDUM #1

CITY OF DESTIN, FLORIDA REQUEST FOR BIDS (BID) NO. 19-04-PS DISASTER RECOVERY SERVICES MAY 14, 2019

This addendum forms a part of the Contract Documents and modifies the original Bid specifications for this project. Acknowledge receipt of this addendum shall be required in the cover letter. Failure to do so may subject the Proposer to disqualification. The following items shall become a part of the proposal for the above referenced project. Clarifications for questions below:

Addendum 1 attachment replaces, in its entirety, the previous RFB document.

Clarification:

1. Please confirm that Tipping Fees/Disposal Fees are to be excluded from our proposed rates and treated as a pass-through expense whereby the contractor pays disposal fees and invoices the City for reimbursement at direct cost with no mark-up.

Tipping fees are addressed on page 13 of Attachment 2.

2. Page 3 Section III Bid Requirements Item K states each bid shall contain an hourly rate sheet (attachment #3). Attachment #3 found on page 14 is a certification of Finding of Immediate Health of Safety Hazard. Does the City have a price sheet or is the Contractor to provide our own Pricing sheet?

Hourly Rate Sheet is in Attachment 3, page 15

3. Will the city accept unit rates for debris removal work and hourly rates for the initial Push?

Costs for Scope of Services are addressed on page 13 & 14 of Attachment 2.

Opening Date: Thursday, June 6, 2019 2:00 P.M. CT

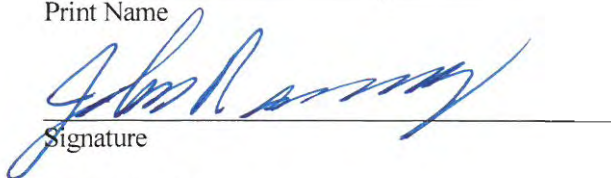
END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #1 is hereby acknowledged:

John Ramsay

Print Name


Signature

06/03/2019

Date

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
AGREEMENT FOR DISASTER RECOVERY SERVICES
ATTACHMENT 2**

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to CITY upon issuance to the CONTRACTOR of a Notice to Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel and/or equipment services. Costs denoted by a unit price denote the cost per Cubic Yard or cost per Ton to provide the appropriate services of debris removal.

CONTRACTOR INVOICING

The CONTRACTOR may invoice the CITY-not more than once every fifteen (15) days. Fifteen (15) days after beginning work and/or providing services described in a Notice to Proceed, the CONTRACTOR shall submit the first payment request to the CITY. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the period covered by the payment request and supported by such data as the CITY may, reasonably require. The CITY shall, within five (5) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. CONTRACTOR will be subject to audit by Federal, state and local agencies pursuant to this Contract.

The invoice must contain the following items as applicable to individual task orders:

COSTS FOR SCOPE OF SERVICES PART ONE- DEBRIS REMOVAL

Measurement and Payment for Gathering, Pick-up, Hauling and Processing of Debris from Public Property

The CONTRACTOR will not be compensated for disposing of any material not defined as eligible debris. The CONTRACTOR and CITY will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load, and the CONTRACTOR will not invoice the CITY for such loads. For each suitable load picked up, hauled, processed, a record of the cubic yards will be recorded by the CONTRACTOR and CITY on numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the CITY'S designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating by day, the individual verified load receipt and invoice amounts. The CITY may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to the CONTRACTOR within five (5) working days of invoice date, for additional clarification prior to payment of those tickets.

Note 1

The CONTRACTOR shall receive \$ 12.95 per cubic yard of material from public property that is gathered, picked up, hauled and processed by the CONTRACTOR. For each suitable load disposed of by the CONTRACTOR, the CONTRACTOR shall receive \$ 4.25 **Note 2** per cubic yard for hauling to the final disposal site. Disposal costs (Tipping Fees) shall be invoiced to the CITY by the CONTRACTOR based on the Okaloosa County Landfill's actual current tipping fee, regardless of final disposal location, at the time of disposal.

This reference of cost does not preclude the CONTRACTOR from utilizing alternative disposal sites as agreed upon by both parties (See Attachment 1, page 4; Debris Disposal, of this Agreement). The CONTRACTOR at no additional charge to the CITY shall accomplish TDSRS Site Reclamation, since the cost of this service is included in the cost listed above in this paragraph.

Note 1: Based on hauling debris to DMS site and on incoming yardage.

Note 2: Based on 30 mile haul distance. For miles over 30 please add \$0.14 / Cubic Yard / Per Mile.

Disposal / Tipping Fees will be a pass through Cost to Client at no additional mark up.

Measurement and Payment for Emergency Road Clearance, Demolition, Structures and Debris Removal from Private Property

Measurement of these services utilizing other than an hourly rate is difficult at best and would potentially lend itself to unnecessary disputes. Therefore, the CITY and the CONTRACTOR agree that the CONTRACTOR shall invoice the CITY utilizing the hourly rates listed in Attachment 3 to this Agreement. A not-to-exceed amount shall be placed upon any specific work performed at an hourly rate at time of issuance of a Notice to Proceed by the CITY to the CONTRACTOR as agreed upon by both parties.

The CITY and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign time sheets for the actual times worked for each piece of equipment and crew-member present at a work site. These signed records shall be the basis for the CONTRACTOR'S invoice to the CITY.

Hazardous Stumps (Removal Back-Fill, Haul to TDSRS)

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires a unique documentation and costing. Each stump will be measured by the CITY and CONTRACTOR inspector assigned, three (3) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically numbered by the best means available, photo documented by the CITY and recorded by the inspector on a specific record provided by the CONTRACTOR.

The CONTRACTOR shall invoice the CITY for hazardous stump removal and hauling to the TDSRS utilizing the following categories:

<u>Diameter</u>	<u>Price</u>
Less than 6 inches	\$ <u>60.00</u> per stump
6 to 12 inches	\$ <u>150.00</u> per stump
13 to 24 inches	\$ <u>225.00</u> per stump
25 to 48 inches	\$ <u>325.00</u> per stump
Greater than 48-inch diameter	\$ <u>400.00</u> per stump

The CONTRACTOR shall invoice the CITY \$ 18.00 per cubic yard for acquiring, hauling and placing clean back-fill material in holes left by hazardous stumps.

Sand Screening

The CONTRACTOR shall invoice the CITY \$ 13.25 per cubic yard of sand screened, to remove eligible debris deposited by an Event. This cost includes pick-up of debris laden sand, hauling to the processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the costs located above for Debris Removal from Public Property.

Please note that we have also provided additional pricing/rates for hazardous tree removal.

**COSTS FOR SCOPE OF SERVICES PART TWO –
TECHNICAL DISASTER RECOVERY ASSISTANCE**

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

All costs associated with this service are included in the costs listed above. There will be no additional cost for this service.

Leaners and Hangers will be piled on the ROW and will be hauled under the first item in the above bid schedule:

Removal of hazardous hanging limbs > than 2 inches	\$95.00	Per Tree
Removal of hazardous standing trees 6"-12" in diameter	\$40.00	Each
Removal of hazardous standing trees 13"-24" in diameter	\$95.00	Each
Removal of hazardous standing trees 25"-36" in diameter	\$180.00	Each
Removal of hazardous standing trees 37"-48" in diameter	\$270.00	Each
Removal of hazardous standing trees > 48" in diameter	\$350.00	Each

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
HOURLY RATE SHEET
ATTACHMENT 3**

Hourly rates to be applied to Services as referenced in the RFB's Scope of Work

<u>General Equipment Description</u> (or equivalent)	<u>Unit</u>	<u>Unit Price</u>
Rubber Tired Excavator with debris grapple	Hour	\$ <u>190.00</u>
216 Prentiss Knuckleboom Loader	Hour	\$ <u>110.00</u>
JD 644 Wheel-Loader, or equivalent, with debris grapple	Hour	\$ <u>180.00</u>
John Deere 544, or equivalent, with debris grapple	Hour	\$ <u>170.00</u>
2-3 cu. yd. Articulated Loader with bucket	Hour	\$ <u>170.00</u>
753 Bobcat Loader with debris grapple	Hour	\$ <u>125.00</u>
John Deere 648-E Skidder	Hour	\$ <u>95.00</u>
D-6 Dozer	Hour	\$ <u>100.00</u>
Farm Tractor with box blade	Hour	\$ <u>55.00</u>
30 Ton, or larger, Crane	Hour	\$ <u>175.00</u>
Track-Hoe, John Deere 690	Hour	\$ <u>120.00</u>
Rubber Tired Backhoe, JD 310 with bucket & hoe	Hour	\$ <u>70.00</u>
50' Bucket Truck	Hour	\$ <u>110.00</u>
Trailer Dump Truck, 50-60 Cu. Yd.	Hour	\$ <u>90.00</u>
Tandem Dump Truck, 14-18 Cu Yd.	Hour	\$ <u>60.00</u>
Equipment Transports	Hour	\$ <u>135.00</u>
Supply Truck	Hour	\$ <u>50.00</u>
Service Truck	Hour	\$ <u>50.00</u>

Note: All above prices include operator. Depending on the severity of the disaster, some or all of the above equipment will be required. CONTRACTOR will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.

<u>Personnel Description</u>	<u>Unit</u>	<u>Unit Price</u>
Climber with gear	Hour	\$ <u>125.00</u>
Superintendent with truck, phone & radio	Hour	\$ <u>55.00</u>
Foreman with truck	Hour	\$ <u>50.00</u>
Inspector with vehicle, phone & radio	Hour	\$ <u>40.00</u>
Saw Hand with chainsaw	Hour	\$ <u>38.00</u>
Survey personnel with vehicle	Hour	\$ <u>48.00</u>
Laborers & Flagmen	Hour	\$ <u>36.00</u>

<u>Materials Description</u>	<u>Unit</u>	<u>Unit Price</u>
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	Cu Yd	\$ <u>18.00</u>

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
RIGHT OF ENTRY AGREEMENT FORM
ATTACHMENT #4**

I/We _____, the owner(s) of the property commonly defined
as _____ and more particularly described as _____

_____ do hereby grant and give freely and without coercion, to the City of Destin of Okaloosa County, the State of Florida, and the Federal Emergency Management Agency (FEMA), its officials, employees, agents, contractors, and subcontractors the right of access to the above described property for the purpose of removing and clearing any or all tree stumps caused by FEMA, State OR City - declared disaster deemed a safety hazard or health threat by City Code Enforcement or Building Department from the above described property.

It is fully understood this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the City of Destin, Okaloosa County, the State of Florida and the Federal Emergency Management Agency (FEMA), its agencies, departments, officials, employees, contractors, and subcontractors for damage of any type either to the above described property or persons situated thereon and hereby release, discharge and waive any claim or action, legal or equitable, against the City of Destin of Okaloosa County, its agencies, departments, officials, employees, contractors and subcontractors which may occur from any activities on the above described property. I/We have marked storm damage utility lines located on above described property.

I/We (have _____, have not _____) (will _____, will not _____) receive compensation for debris and/or tree stump removal from any other source including SEA, ASCS, private insurance, individual family grant program or any other public assistance program for the express purpose of removing debris and/or tree stumps in the above described property. I/We will report for this property to the City of Destin of Okaloosa County any insurance settlements paid or expected to me or my family for debris and/or tree stump removal. I/We are fully aware that an individual who fraudulently or willfully misstates any fact in connection with this agreement shall be subject to the fine not to exceed \$10,000 or imprisonment not to exceed one year, or both. For the consideration and purposes set forth herein, I hereby set my hand this

_____ day of _____, 2019.

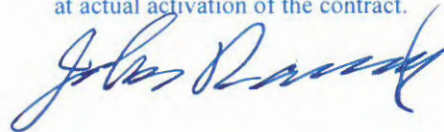
Owner

Owner

Phone

Address

CrowderGulf will complete this form as required
by the City of Destin after contract award and
at actual activation of the contract.



Sworn to and ascribed before me as witness this _____ day of _____, 20_____.

Print Name

Title

Signature

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
DEBRIS AND TREE STUMP REMOVAL REQUEST FORM
ATTACHMENT #5**

Phone Operator: _____ DATE: _____ TIME: _____

Caller: _____

Address: _____

Call Back Number: _____

Map/Page/Parcel Number: _____ Owner: _____

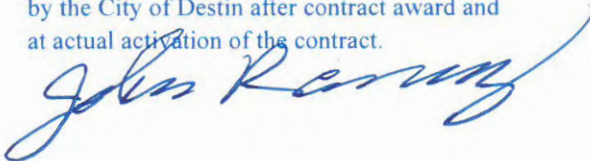
INSPECTION

Inspection Date: _____ Inspection Time: _____

Inspector's Name: _____ Total Number of Hazardous Trees: _____

Diagram: Show location of home, all trees down, trees/stumps posing a health/safety hazard, for removal.

CrowderGulf will complete this form as required
by the City of Destin after contract award and
at actual activation of the contract.



**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
FINDING OF IMMEDIATE HEALTH OR SAFETY HAZARD
ATTACHMENT #6**

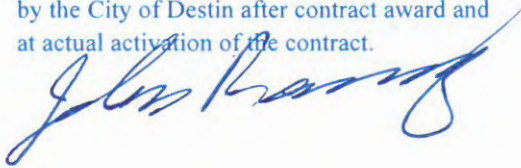
The undersigned authorized agent or employee of the City of Destin, Florida (CITY) has personally inspected the public rights of-way in the CITY and finds that the storm debris constitutes an immediate danger to the health and safety of the citizens of the CITY. This finding is based upon the following factors:

- Fire hazard
- Impediment to emergency access
- Public health hazard due to rotting debris, dead animals, or breeding of flies and mosquitoes
- Pine beetle infestation
- Other health or safety hazard

This the _____ day of _____, 20____.

Authorized Agent or Employee of the City of Destin FL

CrowderGulf will complete this form as required
by the City of Destin after contract award and
at actual activation of the contract.



**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
PUBLIC ENTITY CRIMES CERTIFICATION
ATTACHMENT #7**

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 or Contract:
RFB 19-04-PS Disaster Recovery Services Contract

2. This sworn statement is submitted CrowderGulf Joint Venture, Inc. whose
business address is:
5435 Business Parkway Theodore, AL 36582

and (if applicable) Federal Employer Identification Number (FEIN) is 01-0626019 (If the entity
has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is John Ramsay and my relationship to the entity named
above is President & CEO

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

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

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

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

X 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)

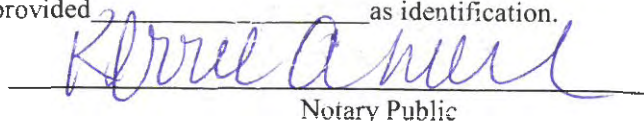
Alabama

Date: 06/03/2019

STATE OF FLORIDA
COUNTY OF Mobile

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 3rd day of June, 2019, and is personally known to me, or has provided _____ as identification.

My Commission expires: 09/14/2022


Notary Public

KERRIE A. NOLL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
September 14, 2022

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-04-PS
DISASTER RECOVERY SERVICES
DRUG-FREE WORKPLACE CERTIFICATION
ATTACHMENT #8**

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 agree 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.

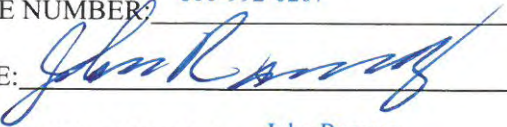
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: CrowderGulf Joint Venture, Inc.

ADDRESS: 5435 Business Parkway

CITY: Theodore STATE: AL ZIP CODE: 36582

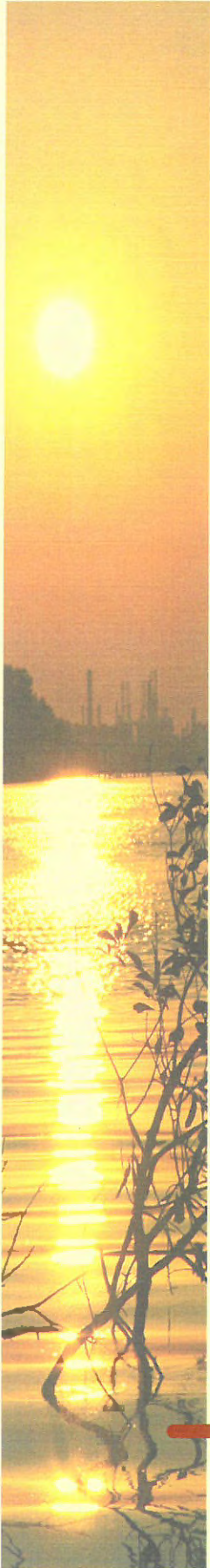
TELEPHONE NUMBER: 800-992-6207

SIGNATURE:  DATE: 06/03/2019

NAME (TYPED OR PRINTED): John Ramsay

TITLE: President & CEO

Debris Management Plan



❖ Debris Management Plan

Principles of Project Management

Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA (FEMA 325 Debris Management Guide), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

Responsiveness

CrowderGulf will be in contact with the City's Debris Manager at least 72-96 hours prior to a hurricane making landfall or immediately upon the occurrence of any debris generating event within the City of Destin. Within 24 hours of receiving a NTP, CrowderGulf will have our Management team report to the City representative for operations planning and mobilization of personnel and equipment. Mobilization for PUSH operations will begin within 24-48 hours of NTP and we will be fully operational and hauling debris within 48-72 hours of initial NTP. In addition, we will have a DMS fully operational for reduction and disposal of debris within 72 hours of the NTP. CrowderGulf will maintain full debris hauling operational capacity seven days a week during daylight hours until completion of the project to the satisfaction of the City of Destin. The DMS may, if required to meet the needs of the City, operate 24 hours per day.

Reimbursement Assistance

CrowderGulf's debris management staff consists of previous FEMA Regional Directors and Deputy Directors, City and County Emergency Management Directors and emergency operations personnel with over 20± years of experience in working State and Federal Disaster Declarations. CrowderGulf is prepared to share its knowledge and experience concerning reimbursement matters with City personnel in order to obtain maximum reimbursement by utilizing accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist with:

- Estimating debris volumes for initial damage assessment
- Developing Project Worksheets/Damage Survey Reports
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process and reviewing all records to assure that they meet federal and state reimbursement guidelines
- Orientating and training City of Destin personnel on requirements for quality and quantity of required documentation
- Closeout and final audit
- Hazard Mitigation Planning efforts
- FEMA Disaster Assistance policy changes

Corporate Support On-Site Operations

Daily operational decisions and daily communications with the City of Destin will be facilitated by the CrowderGulf on-site Management team. If needed, one or more field offices will be set up immediately upon NTP. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations. The Team will be fully reinforced at all levels by logistical support, records management/storage, report development and other operations at CrowderGulf's main office in Theodore, Alabama.

On-Site Project Management

CrowderGulf employs National Incident Management Systems (NIMS) principles in our command structure, planning, operations, logistics and administration. This will not only facilitate an easy interface with the City's Emergency Operations Center, but also ensures maximum quality control by limiting the span of supervision for individual field managers. Each of these key roles identified below is critical to an effective CrowderGulf emergency debris response and must possess a high degree of professional experience, skill, and leadership ability.

Pre-Planning - Readiness Planning and Training

On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions. In addition, our Debris Reduction specialists will be available to review and advise on potential Debris Management Sites. Preparedness training will be tailored to the City of Destin needs and requests.

Audio/Visual Presentations

CrowderGulf has the capability to generate audio and video presentations to help the City communicate necessary information to the public or to document the overall operation as a whole. One of our first tasks is to video all of the existing conditions. This is typically done during the initial damage assessment. Please visit our website to see some of our previous video documents.

Please view our Website @ www.crowdergulf.com for more information and watch our Videos Online.



Debris Operations Plan

The CrowderGulf **Debris Operations Plan** establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific work plan. This ensures that our personnel and equipment will be mobilized and in place to remove and reduce debris in the most efficient and effective manner and with the least possible impact to citizens.

The amount of damage that occurs during a natural disaster and the effort required to restore the affected areas varies with each situation. CrowderGulf's comprehensive **Debris Operations Plan** is a **flexible strategy that integrates Critical Operations and Essential Support Functions** to insure the most efficient and cost effective debris management for the City of Destin. These Operations and Functions are identified below and fully defined in the following sections. Each is integral to a comprehensive debris management effort.

Critical Operations *(action items that are set in motion by an event)*

- Mobilization
- Debris Emergency Response
- Debris Recovery Operations
- Documentation and Reimbursement

Essential Support Functions

- (support functions for Critical Operations)*
- Readiness Support and Training
 - Subcontracting
 - Quality Control
 - Health and Safety
 - Environmental Sensitivity
 - Public Relations



The **Debris Operations Plan** was developed with only one objective – **to assist Clients that have suffered the effects of a disaster return to normal as quickly, as efficiently and as inexpensively as possible.** The Plan's components have been the cornerstone of all of CrowderGulf's disaster relief efforts for the past 50 years. When an event is likely to occur, all stakeholders are put on alert and resources are marshaled. Immediately after the event occurs, Mobilization of personnel and equipment resources begins in anticipation of the initial Debris Emergency Response or "PUSH" period. As additional resources flow to the impacted areas, Debris Recovery Operations – the most demanding phase - is initiated. This is the phase in which CrowderGulf delivers what it has promised and makes certain that debris is removed and reduced as quickly and as efficiently as possible. Throughout the operation, the Documentation of all work must be completely and accurately documented in order for Reimbursement to occur.

The four Critical Operations described here - **Mobilization, Debris Emergency Response, Debris Recovery Operations and Documentation and Reimbursement** - form the central core of the CrowderGulf Debris Operations plan. These elements are supported and enabled by six Essential Support Functions. Although not as visible during the debris management process, each support function - **Readiness Support and Training, Subcontracting, Quality Control, Health and Safety, Environmental Sensitivity, and Public Relations**, - is fundamentally important to CrowderGulf being able to provide a successful debris management effort. All of these elements are discussed briefly in the following sections.

CRITICAL OPERATIONS

➤ Mobilization

Alert and Team Notifications

If there is advanced notice (i.e., a hurricane), this phase will commence as soon as a disaster appears to be a credible threat to the City of Destin. The CrowderGulf call-down list will be checked to verify accuracy. Field Project Managers and Field Supervisors will be advised to check e-mail and voice mail at least twice a day, and additional communication devices and cell phones may be distributed to key personnel.



The CrowderGulf Director of Operations will assess the information received from the National Weather Service and in consultation with the City of Destin's Debris Manager will determine the necessity for a full notification action. If it is determined that notification is needed, he will direct activation of the CrowderGulf Calling Plan with stand-by instructions for individual contractors/subcontractors to be notified. Specific individuals will be called and, in turn, they will call additional CrowderGulf employees in a rapid cascading manner. This list of calling assignments is kept current with no less than two exercises per year if not exercised for a legitimate activation preparation.

Preparation

Based on the high probability of a known event, the Director of Operations (DO) will direct initial preparation of manpower and equipment. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. The Director of Operations will manage the commencement of mobilization, the tasking of the support units, and the dispatch of managers, crews and equipment.



Mobilization of Resources

CrowderGulf shall contact the City's Debris Manager a minimum of 72-96 hours prior to a hurricane event or immediately upon the occurrence of a major disaster or debris generating event in which there is no advance warning. Mobilization will take place immediately upon receipt of a NTP and in accordance with requirements as defined by the City's Debris Manager. Within eight hours of receiving the NTP, CrowderGulf management team will be working on site with the City and its Debris Manager to begin planning the required mobilization and operations for debris removal. Debris removal from streets and roads ("PUSH") shall begin within 24-48 hours of receipt of the NTP and reduction and disposal operations shall be in full operation within 48-72 hours.

The severity of the disaster will determine how many employees and/or subcontractors will be assigned to a specific disaster event. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to effectively manage and handle the disaster recovery effort. Specific management personnel that will be assigned to this contract are provided in later sections of this proposal.



Staffing the Emergency Operations Center

CrowderGulf will commit a senior employee to be stationed in the City's Emergency Operations Center to coordinate plans for debris operations, communications and scheduling with the City's Emergency Management personnel. If requested by the City, this senior management representative will be on site in the Emergency Operations Center prior to storm landfall.

Staging of Resources

When a disaster is imminent, we will review the need for staging equipment within 100-150 miles from the potential area of impact. Local equipment and resources will be secured in safe locations and readied for mobilization. As soon as the storm passes the area and a Task Order (TO) issued, equipment and manpower will be staged at a convenient location near the truck certification area for the City.

Very early in the mobilization process, CrowderGulf will obtain a large hard surfaced parking area which will be used as a staging area to begin truck and equipment certification and safety inspections. These important steps must take place in advance of moving debris on a unit price payment basis.

The staging area becomes the initial reporting location for all subcontractors. Subcontractors employed under pre-event subcontracts, subcontractors and individuals seeking work, and potential suppliers and vendors, will be directed to this central point. If necessary, we will position a Mobile Emergency Response Command Center Unit at this location to facilitate operations. Additionally, if temporary fueling and shelter facilities are required, they will be positioned at this location, if possible.

Communications/Mobile Command Center

Should disaster conditions warrant the need, CrowderGulf may establish a self-sufficient Mobile Command Center, with full **communications capability**, in the disaster area and dedicate it solely to the recovery effort. If needed or requested, our Command Center will be provided to the City to serve in the field as its command unit.

The Command Center, or field office/s, will be set up within 24-48 hours after activation. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations.

Each Command Center has two gas powered generators that supply power for the following:

- Multiple work stations with LCD computer/TV monitors, with copier/fax/scanner capability
- A conference room with a large table and a 42" plasma monitor/TV
- Two satellite TV receivers
- VSAT for broadband internet and VoIP lines



CrowderGulf's management team, all supervisory personnel, and crew foremen will use company radios, digital radio/telephones, and/or cellular phones. All drivers and subcontractor supervisory personnel will be required to have radios and/or telephones in their vehicles. **Upon request, we will furnish key City personnel with our system radios.**

Operational Support

CrowderGulf's main office will serve as headquarters for "back-office" operational support and documentation center. Throughout the project, this office will support field operations on all levels and maintain backup files and records for reimbursement.

Sample Mobilization Parameters

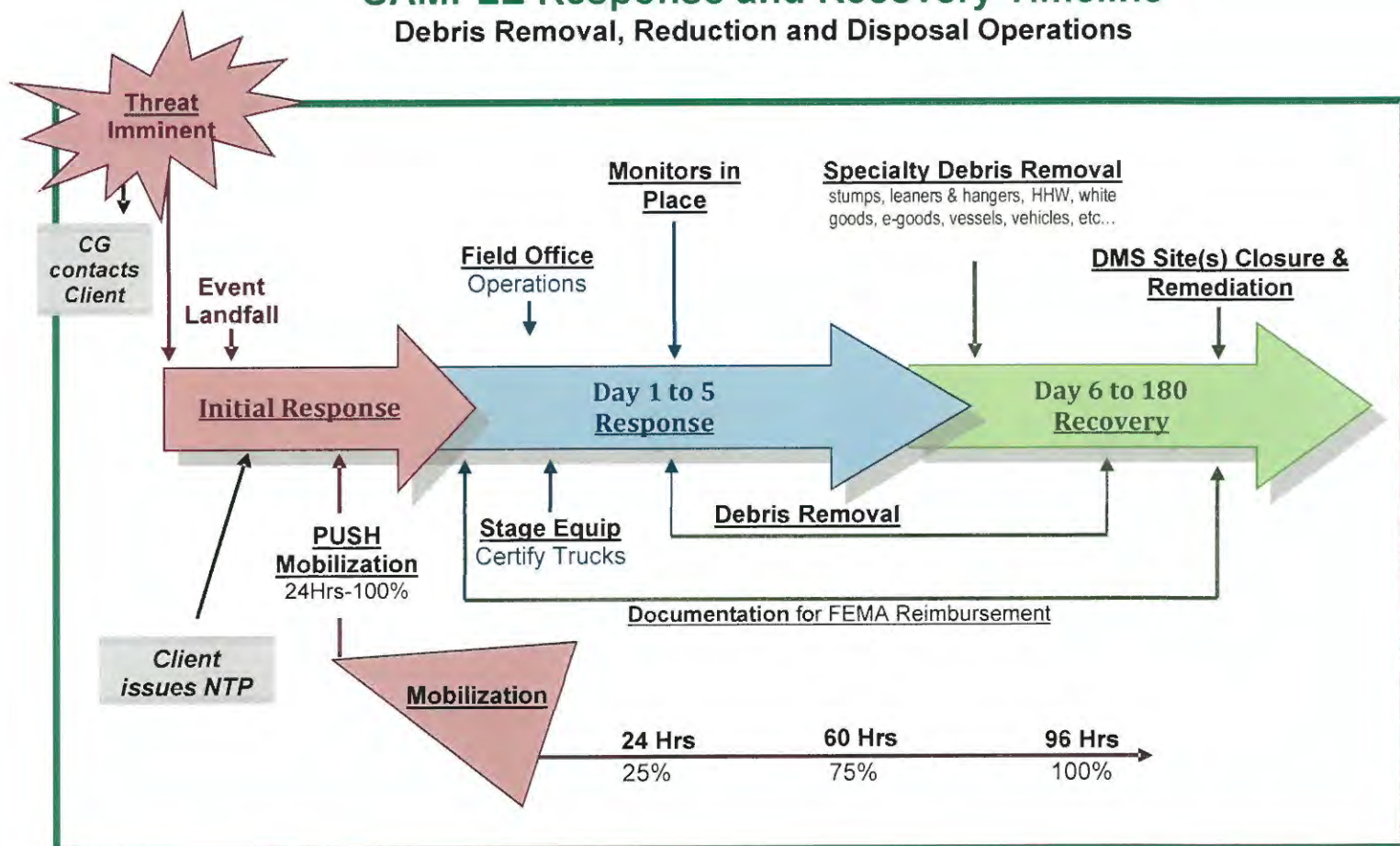
Below are CrowderGulf's anticipated mobilization timelines for debris removal work. In most post-disaster situations, CrowderGulf has been able to meet these obligations. CrowderGulf has **never failed** to meet the end timelines for completing all projects and remains committed to **meeting all timelines**.

- Contacting the City's Emergency Operations Manager 72-96 hours prior to a predicted disaster event.

- Providing an advance CrowderGulf representative to the City's Emergency Operations Center 24-48 hours prior to a predicted disaster event or upon receiving notification of pending activation, **if requested**.
- Staging personnel and equipment in close proximity to the City to provide rapid deployment after the storm, while protecting those assets from damage/destruction by the event.
- Mobilizing resources and being operational for clearing debris and opening critical routes ("PUSH") within 24-48 hours of NTP if requested by the City.
- Being fully operational for hauling, sorting, and storing of debris within 48 hours of initial NTP.
- Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.
- Maintaining full operational capability, 24 hours per day, 7 days per week for an extended period of time.
- Being able to clear all debris from all City maintained streets, roads and highway rights-of-way within 90 days from initial NTP.
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
- Being able to complete the entire debris management process from initial clearance through final disposal within 180 days from initial NTP

SAMPLE Response and Recovery Timeline

Debris Removal, Reduction and Disposal Operations



Because each activation / storm presents separate challenges and situations, the above information has been provided as a sample. During our pre-event training sessions with the City, we will work to frame out possible timelines for minor and major activations.

➤ Debris Emergency Response

Debris Response activities occur immediately after an event in order to clear emergency access routes. This initial phase of operations normally consists of clearing debris that may hinder immediate life saving actions within the disaster area and/or pose an immediate threat to public health and safety.

The Debris Response phase includes immediate actions for the removal of debris in order to facilitate search and rescue efforts, allow access to critical facilities, and prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event.

During Debris Response, CrowderGulf will conduct an emergency "PUSH" of critical streets and roads sufficient to allow for the movement of emergency vehicles. "PUSH" crews can be on-site and working within hours of an event. City staff shall determine priorities for "PUSH" activities with primary emphasis on major thoroughfares. Multiple crews will be conducting emergency "PUSH" activities within 12 hours of receipt of a NTP.

Requirements for government services increase dramatically following a major disaster. After emergency access has been provided to hospitals, police and fire stations, the next priority normally is to open access to other critical community facilities, such as schools, municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports and seaports.

As soon as critical facility locations are identified, CrowderGulf will dispatch "clearing crews". Depending on the damage, multiple crews will be deployed within 24 hours of receiving a NTP. The "clearing crews" will use all available resources with focus on local personnel and firms. These "clearing crews" at a minimum will consist of:

- Two pieces of rubber-tired pushing / loading equipment such as backhoe loaders, rubber tired front-end loaders, and skid steer loaders with operators
- Two - three chain saw operators, laborers, flaggers with transport vehicles
- Five 16 to 20 cubic yard capacity dump trucks with drivers
- One Quality Control/Foreman with communications capability and pickup truck
- Equipment and resources needed to transport crew from one site to another

"Perhaps most noteworthy of the CrowderGulf team was the selfless partnership they exhibited. While it was anticipated that a contractor would seek to profit from work opportunities, there were multiple occasions when the CrowderGulf team chose not to take advantage of the City and instead openly expressed that it would not be in the City's financial best interest to take certain measures that would have actually benefited CrowderGulf. It was this cooperative attitude that convinced us that the City of Newport News had made the right decision to make CrowderGulf our debris recovery management company of choice."

*Ralph Caldwell, Public Works
Assistant Director
Newport News, VA*

To maximize efficiency, the clearing crew may, depending on the size of the roadway and severity of damage, split into two work teams clearing at different locations on the same street or road. If a crew divides into two work teams, visual contact and effective radio or cellular communication will be maintained between the teams.

When needed, Search and Rescue Support Crews will be provided. At a minimum, each crew will consist of the following:

- One trackhoe excavator, minimum 150hp with operator,
- Three laborers/riggers
- One crew foreman
- Slings, riggings, implements
- Transport equipment

Safety of the clearing crews in this early stage of work will be a paramount concern. Downed power lines, falling trees, equipment and chain saw injuries, worker fatigue, and a host of unanticipated hazards demand constant attention by all team members. Therefore, **toolbox safety discussions** will be a **daily requirement** for the team. Work areas will be surveyed for hazards before work begins and throughout the clearing operation. Special hazard observation responsibility will be assigned to the Quality Control Manager.

The following is an example a Debris Response priority list:

- Fire, police, and ambulance service routes
- Access routes to trauma centers, hospitals, critical care units and jails
- Major arterial routes
- Roads and streets to the emergency operations center
- Supply routes to emergency supply distribution centers
- Roads and streets to government facilities
- Communication towers and systems access
- Utility access routes
- Routes to shelters
- Routes to the debris management centers

All other roads and streets are normally cleared as soon as the emergency and major access routes are opened and the City transitions to the recovery operations.



➤ Debris Recovery Operations

Debris Recovery consists of the removal and disposal of FEMA eligible storm-related debris in order to ensure the orderly recovery of the community, and eliminate less immediate threats to public health and safety. The debris removal, reduction and disposal procedures are addressed in specific detail in the following paragraphs.

Important Operational Considerations: At this point in the operation, decisions regarding the movement, storage, reduction and disposal of the debris will have a huge impact on the efficiency and effectiveness of the overall project. As in all CrowderGulf debris operations, we apply a set of standard principles to managing debris operations which include but are not limited to the following:

- Never load debris on a truck before the dump site has been identified.
- Handle only debris that meets FEMA's eligibility criteria.
- Sort debris before initial loading, whenever possible, to increase efficiency.
- Clean streets/roads thoroughly at each pass, i.e., "Clean As You Go" policy.
- If at all possible, load debris only once and deliver directly to the final disposal site.
- Use temporary debris management sites (TDMS) only when they increase operational efficiency.
- Use the most efficient reduction method approved by the client.
- Recycle if costs to benefits are favorable.
- Use privately-owned or if available, publicly-owned landfills for final disposal.

Collection Methods

The fundamental component of a debris management strategy is the collection of debris. Implementation of debris collection immediately after a disaster event will assure the public that recovery efforts are in progress and that the community will return to normal quickly. The debris type, amount, and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers. Both types of collection methods may be used and will be determined by the City of Destin.

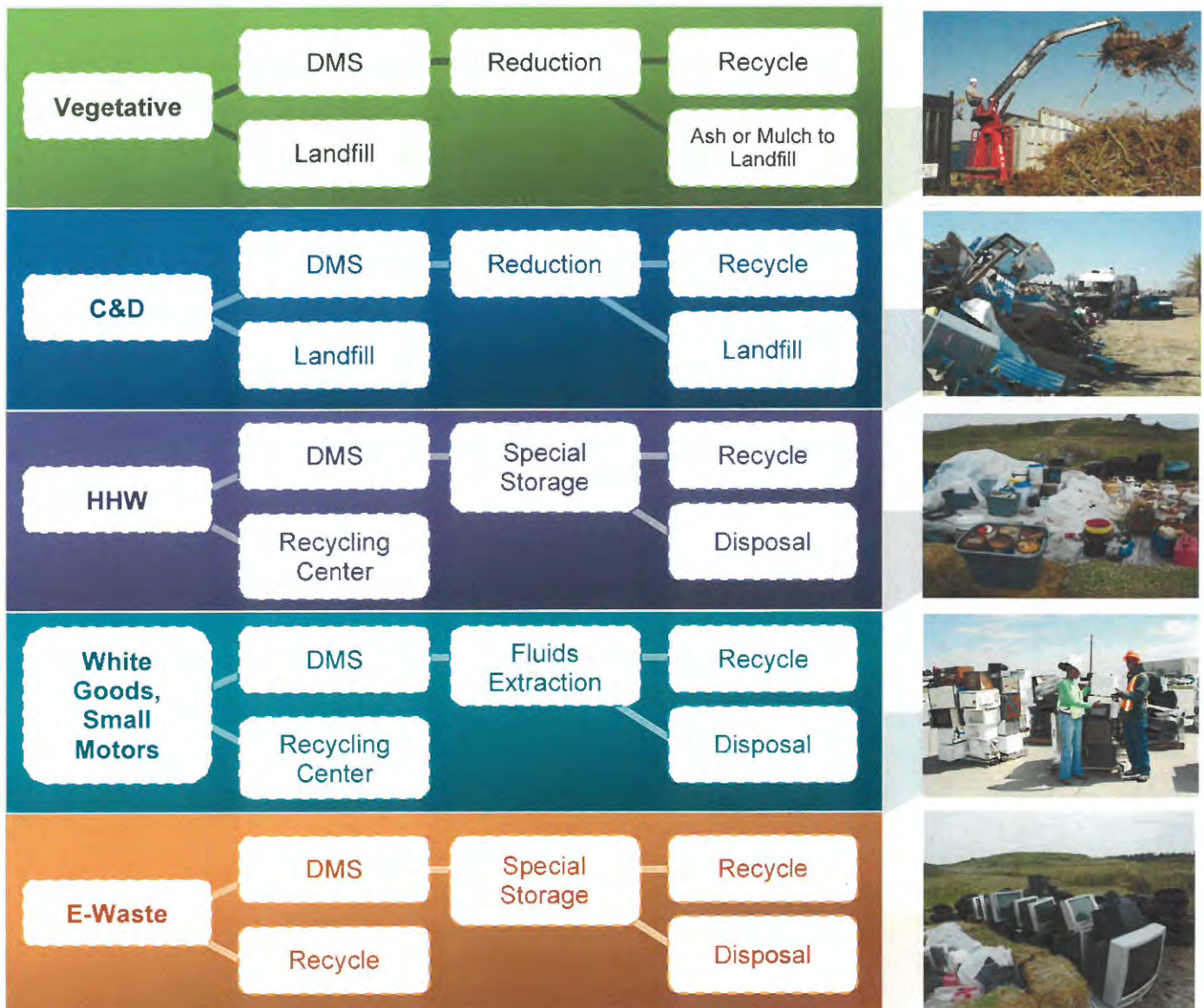
Curbside collection requires that only storm related debris be placed at the curb or public rights-of-way. *Source-segregated debris collection* offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally sensitive debris, such as household hazardous waste and white goods. *Collecting mixed debris* allows for residents to place all debris types in one specified area, usually along the public rights-of-way in front of their residence. While this is the most convenient for the public, it does not facilitate effective recycling and reduction efforts, as the debris will need to be handled multiple times. This method prolongs recycling and reduction efforts and increases operational costs.

Collection Centers, the second type of collection method, relies on having residents transport their debris to a common location. Large roll-off bins may be placed on public rights-of-way or public property for the residents to bring their debris for collection. Separate bins can be designated for particular types of debris. If Collection Centers are used, they must be monitored to ensure only of the citizens use the Center and all debris is storm-related eligible debris.

Regardless of the collection methods used, educating the residents before a disaster occurs and keeping them informed after a disaster about the how, when and where of the debris removal operations, will alleviate a lot of stress for everyone. CrowderGulf can assist with keeping the public informed with the information needed to get their debris removed safely and in a timely manner.

Debris Types

The City of Destin will determine the scope of the debris to be managed under this contract. However, CrowderGulf is prepared to assist the City in hauling, reducing and disposing of all eligible debris types in accordance with FEMA 325 guidelines. These include: vegetative debris, construction & demolition (C&D) debris, hazardous wastes, white goods, household hazardous waste (HHW), electronic waste (e-goods), abandoned vehicles and vessels, putrescent debris, infectious waste, chemical, biological, radiological, and nuclear-contaminated debris. The following diagram is a breakdown of the general **debris stream**:



Truck Certification

All debris hauling trucks will be certified by the City or a City representative before any hauling begins. The inside bed dimensions of all trucks will be accurately measured and all safety requirements will be checked and approved. This information along with the description and a picture of the truck, driver's name, license and tag number will be recorded on the FEMA compliant certification forms provided by CrowderGulf. The City will retain the original copy of the form and provide CrowderGulf and the driver with copies. The driver's copy must remain in the truck at all times. A placard displaying the trucks identification and measurement information will be displayed on both sides of the vehicle at all times. Specific truck documentation requirements are discussed in the [Documentation and Reimbursement Section of this proposal](#).

Sectioning and Crew Assignments

Upon NTP, CrowderGulf will assist the City of Destin in assessing damage and developing a specific plan of action. The affected areas will be divided into sections and then crews, subcontractors, and equipment will be assigned. All areas will be served simultaneously.

Loading Debris

Prerequisites for Loading Debris:

- Truck certification and safety inspections completed on all trucks hauling debris
- Identification of disposal site
- If needed for efficiency, identification and preparation of debris management sites
- Sectioning of City with subcontractor assignments
- Quality Control organization operational
- Load ticketing and data management process operational
- Accident Prevention Plan (APP), Site Safety and Health Plans (SSHP), Activity Hazard Analyses (AHAs)
- Initial safety and health briefing for all personnel complete
- Specific training on traffic control complete for all debris crews
- Preparatory inspections of each worksite by Quality Control staff and debris crew foreman
- Work area cleared of safety and health hazards such as downed power lines and hazardous materials
- Inspection of work area for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment
- FEMA debris eligibility criteria communicated to all Crew Foremen, Superintendents, Quality Control staff, Project Managers, and Equipment Operators
- Overhead power lines and other utility lines identified for safe clearance of loading equipment

Crew Composition

CrowderGulf matches equipment to the requirements of the task. Crew composition varies depending on the type of equipment used in performing the loading operation. For example, crews with self-loading trucks do not need separate loading equipment that is required to support a crew consisting of dump trucks or trailers. However, every crew requires traffic control personnel, a foreman and a designated quality control person. Also, each crew requires a chain saw operator and laborer(s) to assist in the ground support work. Usually each piece of loading equipment (self-loading truck or separate loader) is supported by one saw operator, two laborers and two flaggers.

At a minimum, debris separation crews will consist of two laborers, one chain saw operator with saw, one skid steer loader with operator and implements, all equipment necessary to transport personnel and equipment from one work site to another. When necessary, ground crews will separate and sort the debris by type, saw fallen trees and vegetative debris at the public rights-of-way, and be constantly alert for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment.

Crew Sizes

The size of debris loading crews will be dictated by the severity and localization of damage. Each crew foreman will be experienced in organizing and directing debris crews and will be provided with sufficient chain saw operators, flagmen, laborers and knuckle boom operators to assure rapid and efficient debris removal.

An example of a Crew is demonstrated in the chart below:

Manpower/Equipment Required	Task Responsibility	No. per Crew
Crew Foreman with experience in organizing & running crews with previous work in disaster related jobs	Provide on-site management of crew to ensure quality performance, safety & maximum productivity	1
20 – 60 CY dump trucks with skilled operators &/or 80 - 140 CY self-loader trucks	Pick up debris from curbside & haul to DMS or final disposal	4-6 (or as area dictates)
Chain Saws & Experienced Operators (as needed)	Reduce large trees & limbs to manageable size & trim debris hanging from loaded trucks	1-2
Flagmen	Direct traffic flow & truck movement	3-6
Laborers	Gather small debris that loaders are unable to grasp	2

Truck and Equipment Considerations

The number of debris hauling trucks assigned to each crew will be determined by the time required to transport a load of debris to the disposal site, dump the load and return to the loading site. Sufficient trucks or trailer hauling equipment will be assigned to each crew to preclude having idle loading equipment. If hauling equipment is found idle and frequently waiting to be loaded, some of the hauling equipment will be reassigned to other crews. Crews will be adjusted as needed to maximize the use of all trucks and equipment.

Often on the first pass of debris removal work, large stumps, tree trunks and other heavy debris must be left for loading by larger more specialized equipment. CrowderGulf will make every attempt to “Clean As You Go”. However, there are situations when the need for expedient debris removal precludes achieving this standard completely. As required and directed, specialized equipment will be mobilized on subsequent passes to handle the removal of stumps, other large debris and backfill of stump holes.

Truck Drivers will not be issued a load ticket until:

- The tailgate is secured to prevent debris from falling out of the truck while in route to disposal site
- Trimming of overhanging limbs and debris from around the truck or trailer is complete. This includes debris protruding from the truck bed that may pose a risk of utility line damage. (Actual height depends on local line installation height)
- The debris hauling container is loaded as completely (fully) as safely possible

Once the load ticket is issued, the truck driver will safely move the vehicle out of the loading zone and into normal traffic flow in route to the disposal site or to a Temporary Debris Management Site (TDMS).

Repair and Maintenance Equipment

CrowderGulf has the ability to perform maintenance and repair in the field, where the work is happening. Local resources may have experienced damages or have other responsibilities that take priority over their business such as family matters. To insure we have safe functioning equipment, over the years CrowderGulf has built a large support system for our company owned equipment and subcontractor equipment should they need assistance.



Service Trucks - CrowderGulf often utilizes our fleet of smaller service vehicles. These are typically one plus ton trucks outfitted with specialized equipment to make field services easier to complete. Features of these trucks include the following:

- Air compressors
- Welding equipment
- Boom cranes
- Tommy-gates
- Lubricant
- Exhaust and other fluids
- Small tools
- Misc. small parts



Box Service Trucks - When a repair or service requires heavier equipment and additional support, CrowderGulf provides our “box trucks” which have several different types of equipment to allow the CrowderGulf employed full-time mechanic more options when conducting repairs. These units typically keep on hand the following supplies:

- Several sets of various size tires
- Large air compressors
- Welders
- Lift gates
- Hoses
- Fittings
- Hydraulic lines
- Hydraulic hose crimping machines
- Lubricant
- Exhaust and other fluids
- Small tools
- Misc. small parts



Mobile Repair Shop

CrowderGulf also owns a state of the art mobile repair shop. This is a larger unit, towed by a semi-truck. Once set up in an area, this unit performs the same as a shop. Features of this unit are self-contained, diesel powered electrical system, full hydraulic hose manufacturing ability, tool room, tire racks, outside flood lighting, and many other features that allows this unit to function like a full featured automotive repair shop. No matter what the situation is, CrowderGulf, utilizing our in-house assets, can maintain our fleet during any size activation.



Hauling Debris

The hauling or transport process begins at the time the truck or trailer leaves the “loading zone”. Safe transport of the debris material to the disposal site becomes the drivers’ primary concern. Drivers remain responsible for their loads until safely dumped at the disposal site.

All drivers will follow the most direct and safe pre-planned route to the nearest disposal site. Particular attention to safety is required in the areas near school buses, school zones and other areas of pedestrian foot traffic. Tarps or load covers are applied as required by local or state regulations.

On arriving at the disposal site, the driver will maneuver the hauling container for inspection by a City representative in the inspection tower. The load will be "called" by the City representative estimating the percent of the full volume or by estimating the number of cubic yards short of full volume. Drivers working for CrowderGulf are instructed never to disagree or complain about the load "call". Any concerns the driver has are to be directed to his or her crew foreman or supervisor for resolution.

When the debris is safely delivered to the disposal site, it will be mandatory to dump the load only when the truck and trailer are level. This prevents the dangerous hazard of trucks and trailers tipping over. CrowderGulf will employ spotters at the dumpsite to assist drivers in dumping safely.

When the dumping process is complete, the driver will maneuver the hauling container back to the inspection tower for a quick check to make sure all debris has been removed during the dumping process. Any debris hung in the truck or trailer bed must be removed before the truck or trailer leaves the disposal site.

All dumpsites will have a dumpsite manager to supervise and oversee the day to day operations. A safety officer will also be onsite to ensure all safety measures are being executed. Flaggers will be strategically placed at the site to direct traffic flow into and out of the disposal site.

Debris Hauling Prerequisites:

- Debris will only be transported in trucks or trailers capable of rapidly and mechanically unloading.
- No self-load trailers will be used. Exceptions to this standard may be necessary to efficiently and safely transport HHW, E-Waste, ACM or white goods.
- All trucks and trailers hauling debris must have completed the truck certification process establishing approved volume for the debris-hauling container.
- All trucks and trailers must have successfully completed the prescribed Safety Inspection.
- Drivers will be instructed to use the most direct and safe route to the nearest disposal site.
- Drivers will be required to wear safety vests and steel-toed shoes when working.
- If loads are required to be covered during transport, the hauling container must be equipped with a functional cover or "tarp" to prevent flying debris during transport.

***Note:** Proper trimming of loads at the loading site is the best prevention for debris falling out during transport.*

Safety Measures

The Safety Manager and Safety Officers will monitor all safety procedures and daily reports of accidents and/or property damage. The Safety Manager or designee will also be responsible for coordinating and conducting safety meetings with crewmembers and subcontractor personnel. *Safety is critical throughout all operations and is discussed later within this Debris Operations Plan.*

Truck and Equipment Maintenance

Well maintained trucks and equipment are essential for efficient operations. CrowderGulf's crew foremen, subcontractor foremen, and the Field Project Manager will be responsible for keeping all trucks and equipment in good working condition and prepared for each workday. A CrowderGulf mechanic will be on the job for troubleshooting and maintenance of equipment. Local mechanic shops will also be utilized.

Traffic Control

CrowderGulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, barricading, safety equipment and communications devices will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with applicable federal, state, local laws, regulations and ordinances.

Hours of Operation

Debris will be collected and loaded during visible daylight hours (dawn to dusk) seven days per week. Debris reduction at the DMS may take place 24 hours per day, seven days per week if required by demand and approved by the City.

Number of Passes

CrowderGulf will make as many passes as the City may direct in order to successfully complete the debris removal process. Normally, a few days may need to elapse between each pass so that the citizens have time to get their debris to the ROW.

Daily Coordinated Issue Management Meetings

Daily meetings will be held between the Field Project Manager, Field Supervisors, the Subcontractor Crew Foremen and representatives of the City of Destin to discuss progress, needed adjustments and other issues. Decisions to increase/decrease manpower and/or equipment or change work areas will be made with approval of the City.

Accurate Record Keeping

CrowderGulf utilizes a number of systems to assure accurate truck certification and debris hauling information. Production reports, shift inspection checklists, safety meeting reports, quality controls, daily crew and equipment usage reports are some of the Quality Control measures used to provide accuracy in the documentation process.

Using the most appropriate technology provides the necessary information to make decisions during the recovery operation. It also improves our ability to provide all documentation needed for maximum reimbursement from FEMA and other agencies. Details of our documentation procedures are fully described in the [*Documentation and Reimbursement section of this proposal*](#).

Documenting and Resolving Damages

During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during the work. CrowderGulf will respond quickly to all damage claims by the City or its citizens and will work diligently to resolve such claims to the satisfaction of all involved. We are well aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community. Citizens will be provided an avenue to report damages. One option will be a citizens' hot line. The City, the monitoring company or CrowderGulf may provide the hot line.

Regardless of the method chosen to provide the information, CrowderGulf is committed to resolving the damage complaint as quickly as possible to the satisfaction of the City and its citizens. We will employ a Claims Resolution Person (CRP) to handle all property damages that may occur during the recovery process. If possible, a local resident with excellent communication and negotiating skills will be employed to fill this position. This person will be tasked with responding to and amicably resolving all incidents that may occur.

"From this resident, we thank you and all of your crews for keeping the recovery from being another disaster, as often happens. It has been a pleasure having your team in our backyards."

Citizen, High Island, TX

Debris Management Site Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in using safe practices at all times. In the context of this proposal, the terms **"Temporary Debris Separation and Reduction Site"** and the term **"Debris Management Site" (DMS)** are used interchangeably. DMS are established when debris cannot be taken directly from the collection point to the final disposition location. A DMS is a location to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition.

DMS Site Selection

Site selection is probably the most important decision effecting DMS operations. CrowderGulf will work closely with the City of Destin to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the City, and will be in compliance with FEMA 325 regulations for site plan development. Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. All costs associated with the preparation, operation, and restoration of DMSs is included in CrowderGulf's pricing structure for the contract.

Site selection should be based on the following criteria:

- Ownership
- Potential for Land Lease Agreements
- Size
- Location
- Environmental and historic concerns (baseline study findings)
- Required Permits

DMS Design and Operational Features

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

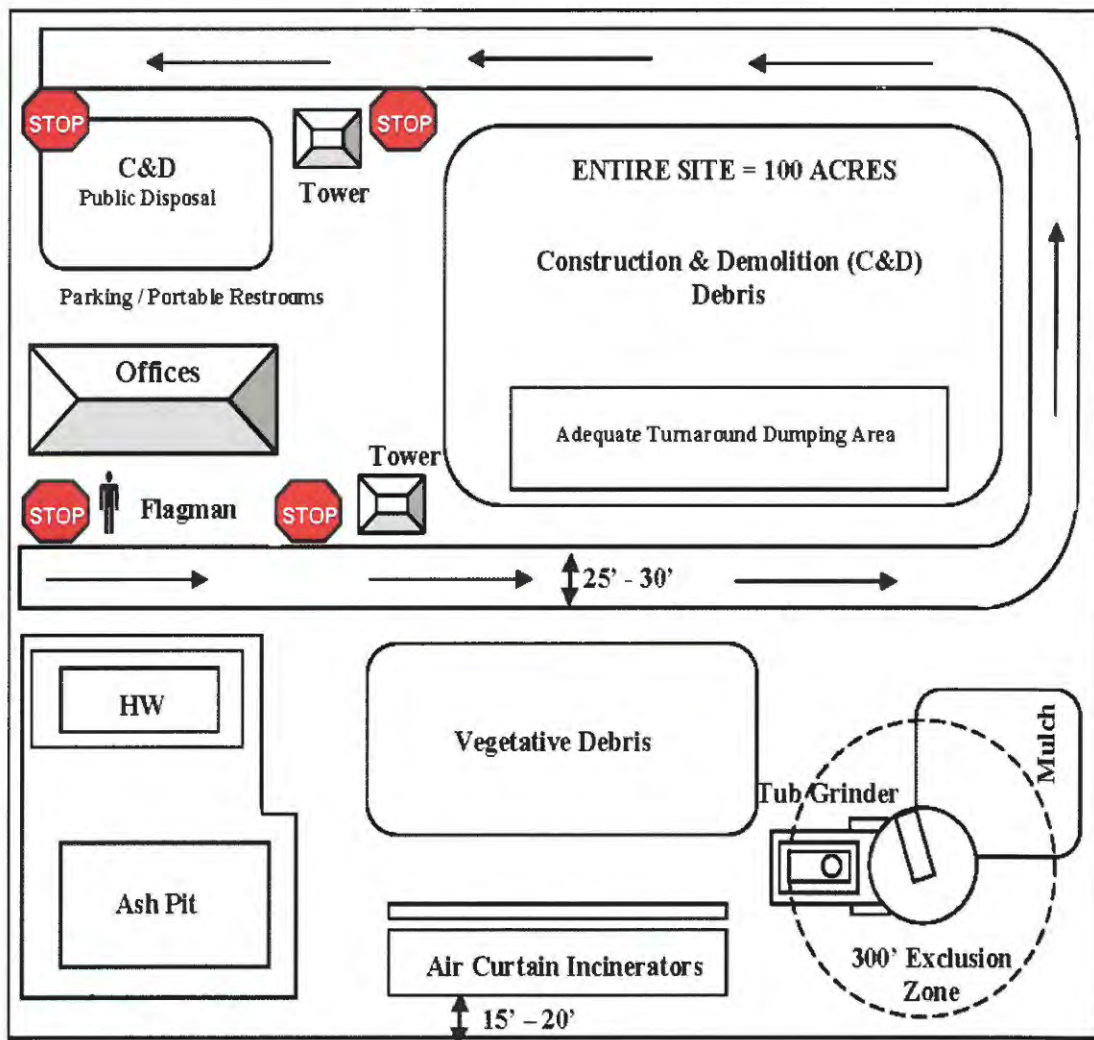
- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of the City of Destin, the DMS(s) may be restricted to City and Contractor vehicles only
- Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200' will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200' from any structure (other than inspection tower) and no less than 250' from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12'x50' office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height to prevent spontaneous combustion
- C&D debris area will be separate from other debris areas
- Adequate area maintained at each site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off site citizen collection areas are developed in accordance with the City's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the City's Project Manager.

DMS Site Plan

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security, Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

The general site plan shown below will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA 325 and all local, state and federal regulations and requirements.

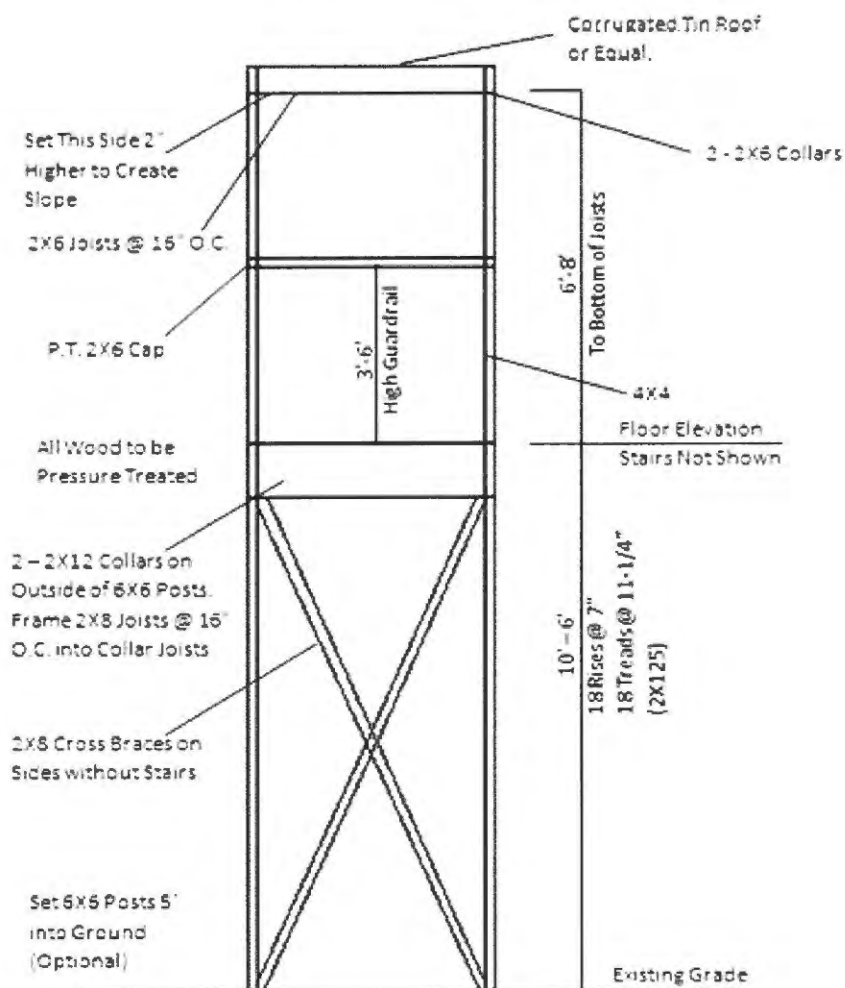


Inspection Towers

At no cost to the City of Destin, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection tower site location will provide a .25 mile approach outside the public road system to accommodate any truck back up.

- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15' above the existing ground elevation; the floor area shall be 8'x 8', constructed of 2"x8" joists, 16" O.C. with ¾" plywood supported by four 6"x 8" posts.
- The perimeter of the floor area will be protected by a 4' high wall constructed of 2"x 4" studs and ½" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a handrail. In addition, the construction of towers will comply with all applicable City building codes.
- Inspection towers shall be capable of seating a minimum of three inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer in need.

Inspection Tower

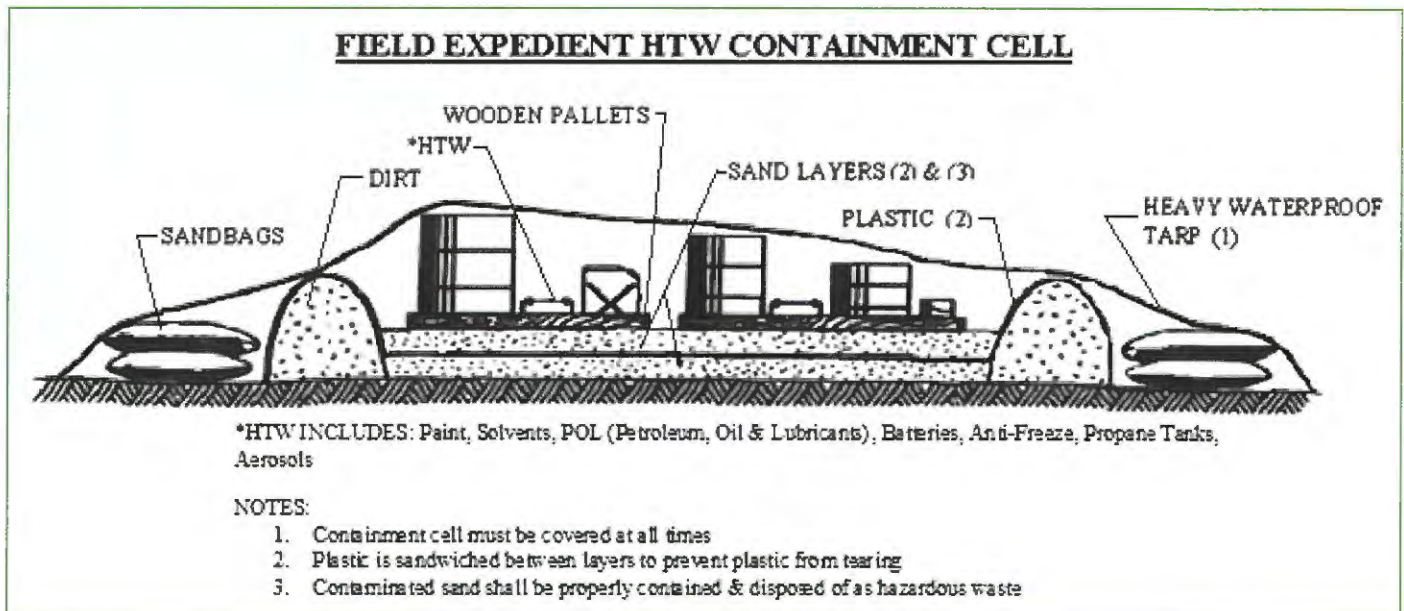


Hazardous Materials Containment Area

In accordance with FEMA 325 specifications, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.

Minimum Design Criteria for the Hazardous Materials Containment Area:

- 30'x 30' in size, the perimeter lined with hay bales staked in place
- Water proof liner or plastic ground protection cove
- Rain and snow cover for the entire area



Debris Separation and Reduction

Debris Separation

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the DMS. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

- Clean, vegetative debris
- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods, e-goods
- Hazardous or toxic materials / waste

Vegetative debris will be placed into two or more piles (no more than 15' high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the City's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.

Methods of Debris Reduction

There are two primary types of reduction methods – incineration and chipping/grinding. After all major storms, we have used both grinding and burning to reduce debris, however, grinding has become the more common method due to environmental issues with burning.

- **Chipping and Grinding**

The chipping and grinding of vegetative debris reduces the volume by 75%. Many times clean chips will be recycled as bio-mass fuel.

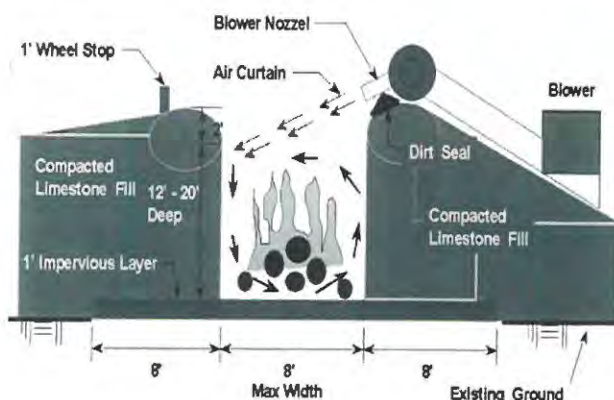
CrowderGulf is very experienced with chipping/grinding debris and has used this method in the majority of our disaster contracts for the past ten years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation.

- **Incineration**

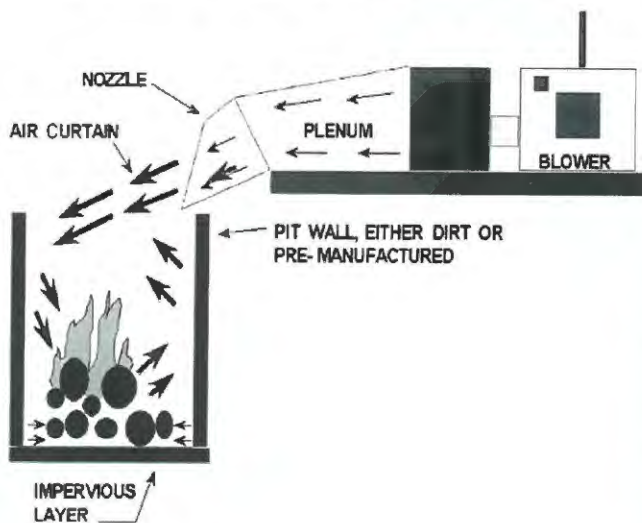
There are several incineration methods available for volume reduction. These include uncontrolled open-air incineration, controlled open-air incineration, air curtain pit incineration, and portable air curtain incineration. Portable air curtain incineration is the most efficient incineration system available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. Any burning method used will only be conducted with concurrence from the City. Burning vegetative debris can produce up to a 95% reduction rate. In those situations where air curtain incineration may be approved by the City, all environmental compliance and safety, concerns will be addressed within the site specific plan. Setbacks and buffer zones will be established within



Air Curtain Pit Burner



Overview of an Air Curtain Operation



and around the reduction sites not only for the public safety but also for the safety of the debris operations. A setback of at least 100' will be maintained between the debris piles and the incineration area. There will be a buffer of 1,000' between the incineration area and the nearest building in order to create a zone for emergency vehicles, if needed. The fire will be extinguished two hours before anticipated removal of the ash mound. The ash mound will be removed before it reaches two feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material will not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area. The CrowderGulf

Environmental Protection Plan address and provides detailed guidance on DMS environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes. If the DMS is near an environmentally sensitive area or has historical sites in close proximity, special environmental consideration will be taken to protect and preserve such areas.

Debris Reduction Time Lines

The following Debris Reduction Plan Time Line provides an overview of tasks and identifies both the management personnel responsible and the time frame within which each task shall be completed.

DEBRIS REDUCTION PLAN TIME LINE	
TASK	TIME FRAME (from NTP)
Conduct requirements assessment of damaged area for DMS	Within 24 hrs
Develop DMS according to Management Plan, including rd construction, erosion control, portable office & toilet facility	Within 48 hrs
Construct observation platform per FEMA requirements	Within 48 hrs
Construct grinding, burn pit, ash storage & hazardous waste storage areas	Within 48 hrs
Determine the number of burners &/or grinders/chippers required per site	Within 48 hrs
Ensure Hazardous Waste Plan in place	Within 48 hrs
If burning is permitted, begin construction of burn pits	Within 48 hrs
Complete installation of burners	Within 72 hrs
Secure permits & transport grinders/chippers to designated reduction areas	Within 72 hrs
Set up grinders/chippers	Within 72 hrs
Maintain records of hours worked for operators, location worked, repairs, etc.	Daily
Ensure maintenance of burners &/or grinders/chippers	Daily
Make dumpsite adjustments	Daily
Provide daily operations reports to Project Manager & City Rep	Daily
Inspect DMS operations for safety & quality control monitoring	Daily & periodically
Handle storage & disposal of hazardous waste	As required
Restoration of site upon project completion to City's specifications	Upon completion of project
Provide for demobilization of equipment	Upon completion of all tasks

Basic Debris Reduction Crews

Personnel / Equipment	Task Responsibility	Number per Crew
DMS Reduction Project Mgr	Supervise set up & daily ops of debris reduction site; Ensure all safety regulations enforced	1 / Site
Day Foreman	Monitor incoming trucks, direct separation of materials; Supervise reduction crews; Monitor for safety regulations being followed and report infractions to Foreman	1 / Site
Night Foreman (if burning)	Supervise crews & secure site; Monitor safety regulations & report infractions to Foreman	1 / Site
Spotters	Monitor incoming debris types; Ensure drivers drop loads in proper locations at stockpiles; Direct clean loads of recyclable material to storage areas; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Flagmen	Direct flow of incoming & outgoing trucks at site; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Laborers	Separate recyclable materials from incoming debris & move it to designated storage areas; Assist other workers with debris separation	2 - 4 / Site
Tower Monitor	Check all ticket copies for legibility & accuracy; Alert monitor writing tickets of errors; Monitor for safety infractions & report to Foreman	1 / Site
Water Truck w/spray nozzles & high pressure hose	Spray nozzles used for dust control; High pressure for hose for fire control	1 / Site
Road Grader w/Operator	Maintain rds & site	1 / Site
Onsite Fuel & Oil Storage Tanks	Replenish equipment as needed	2 - 4 / Site
Track Hoe w/grapple w/Operators	Build burn pit according to Ops Manual; Clean ash from pits & pile in designated areas; Supply debris to burn pit & grinder	2 - 4 / Site
Bulldozer &/or Rubber Tire Loader w/Operator	Stockpile material; Push debris with Trackhoe	2-4 / Site
Burner Technician / Mechanic	Initial burner set-up; Assist starting fires according to Ops Manual; Daily maintenance & care of burner & loader equipment	1 / Site when burning
1000-1200hp Tub or Horizontal Grinder	Grind vegetative debris	1 / Site when grinding
Grinder Operator	Fuel tub grinder & control grinder operation.	1 / Grinder

Debris Disposal

Final disposition of the products of debris reduction will be made in accordance with instructions from the City and in keeping with all federal, state and local laws.

Vegetative Debris

Based on the City's decision, all vegetative debris will be ground or burned. If ground, the reduced vegetative mulch will be hauled to a properly permitted final disposal site in accordance with all local, state and federal regulations. If vegetative debris is burned, the ash will be hauled to a properly permitted final disposal site. In past disasters we have also recycled the clean ash as fertilizer on farm land. We will properly recycle mulch and ash to the greatest extent possible and within permitted regulations.

Construction and Demolition Debris

All C&D material shall be disposed of in facilities approved by the City of Destin in accordance with all federal, state and local laws.

Specialty Debris

CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **abandoned vehicles and vessels, wet marine debris, white goods and electronic wastes, hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous trees and stumps**. As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use Garner Environmental Services (www.garner-es.com), a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

Debris Recycling Plan

Based on the debris management goals and objectives of the City of Destin, CrowderGulf will implement debris recycling programs as marketing opportunities allow. When recycling is feasible, CrowderGulf will monitor procedures to ensure that the recycling contractors comply with local, tribal, state and federal environmental regulations. Any reimbursement for recycled material will be credited or returned directly to the City.

Vegetative Debris

The vast amount of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space.

Specifically, our plan involves the following:

1. Debris crews will be encouraged to cut tree trunks into 8' or longer lengths for delivery to dump site. Quality logs will be separated and marketed to pulp mills, saw mills, and veneer mills. Timber in the log form is always marketable, and depending on quality can be transported to market even if the markets are relatively far away.
2. Stumps usually have large quantities of dirt attached, which contributes to the low quality of fuel chips. Stumps will be split and burned if burning is permitted. If burning is not permitted split stumps will be ground and resulting chips will be kept separate.
3. Limbs, twigs, short blocks and inferior logs will be ground or burned. To reduce contamination of chips with dirt, care will be taken to use rubber-tire loaders with rakes and track hoes with grapples.
4. Every effort will be made to move chips to organic fuel users in a wide area. CrowderGulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard.
5. CrowderGulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast. Once CrowderGulf is awarded a contract, we will work to get tentative agreements with users who are in close proximity.
6. If local laws and regulations permit, CrowderGulf will secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that has been tested and free of contaminants, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farm land.

After Hurricanes Isabel in 2003, and Ivan in 2004, CrowderGulf shipped clean vegetative chips to Italy to be used as bio-mass fuel. After Hurricanes Charley in 2004, and Irene in 2011, local power plants took chips for use as bio-mass fuel. In 2012, after Hurricane Isaac, Mississippi paper mills received all of our clean chips to use for bio-mass fuel.

C&D Debris

Concrete, asphalt and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials will need to meet certain size specifications as determined by the end user. The City may choose to recycle these products themselves. As an example, after Hurricane Ike, Galveston County recycled the crushed concrete (from home slabs on Bolivar Peninsula) by using it for road reconstruction and for a new government building foundation.

Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches, and green houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Trailer frames, trailer parts, appliances and other metal items will be properly separated, crushed, baled and recycled. Any proceeds will be credited to the City of Destin.

Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to existing grade. Ash will be tested for contaminants before being taken to a disposal site. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be recycled as required by contract or regulations. Site reclamation / remediation will be billed back to the client at a pass through cost. In addition, if groundwater and / or soil testing is required, these items will be billed to the client at as pass through cost. A final site inspection will be conducted by City authorities and any discrepancies will be corrected.

All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the City that the last load of debris has been delivered.

➤ Documentation and Reimbursement

CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation records. This documentation is readily available to the City, FEMA, FHWA and any other agency that provides reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical.

Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA 325 requirements are followed and serve as the foundation of our documentation and accounting systems.

Documentation for Debris Hauling

In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

Phase 1 - Truck Certification

All debris hauling trucks are certified in accordance with FEMA 325 regulations. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.



The image shows a 'Truck / Equipment Certification Form' from CrowderGulf. The form includes fields for 'Contract Certification Information' (Contract Number: 00100, Subcontractor, Project Name, City, State, Zip, Phone, Email) and 'Equipment Certification' (Truck/Trailer Make and Year, VIN, Weight, Capacity, etc.). It also has a section for 'Truck/Trailer Safety Check' with checkboxes for various safety features. A blue sign with 'TRUCK NO 49993' and 'CUBIC YARDS 30' is also visible.

Documentation procedures include:

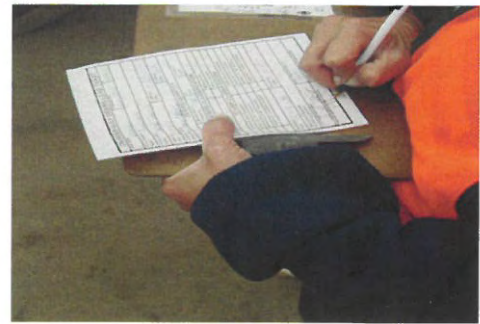
- Measuring the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety and insurance requirements check is part of the certification process
- The City's representative, CrowderGulf and the driver will each retain a copy of the completed *Truck Certification Form*
- All equipment are affixed with placards displaying the owner's name, equipment number and certified capacity
- A Capacity Certification Log is maintained in the field as a quality control tool
- All tower inspectors are provided with a current Capacity Certification Log to enforce the integrity of the valid documentation against the truck placard

Phase 2 - Debris Load Ticket Completion

The term "load ticket" refers to the primary debris-tracking document that records the transport of debris from the original collection point to the DMS or final disposal site. By positioning the debris monitors at each point of the operations (collection, DMS and/or final disposition), the eligible scope of work can be properly documented.

This process includes the following procedures:

- Completion of a multi-part *Debris Load Ticket* for each truckload of debris
- City representative(s) at the loading site(s) will inspect each loaded truck, legibly and accurately record the required information on the ticket and provide the debris hauler with a partially completed ticket
- City representative(s) at the temporary or final disposal site(s) inspection tower take the ticket from the driver and complete the disposal information
- City representative(s) retain the original completed ticket and a copy is provided to the driver and a CrowderGulf representative
- CrowderGulf representatives collect ticket copies and perform the first of many quality control checks
- CrowderGulf field office personnel process the tickets sending electronic copies to the Home Office for additional quality control checks, data entry and storage



Accurate completion of these two phases of quantitative and descriptive debris information is imperative for cost reimbursement and contractor invoicing. When electronic ticketing is used, the above procedures are slightly modified according to the firm acquired, while still maintaining the same quality of information and satisfying requirements.

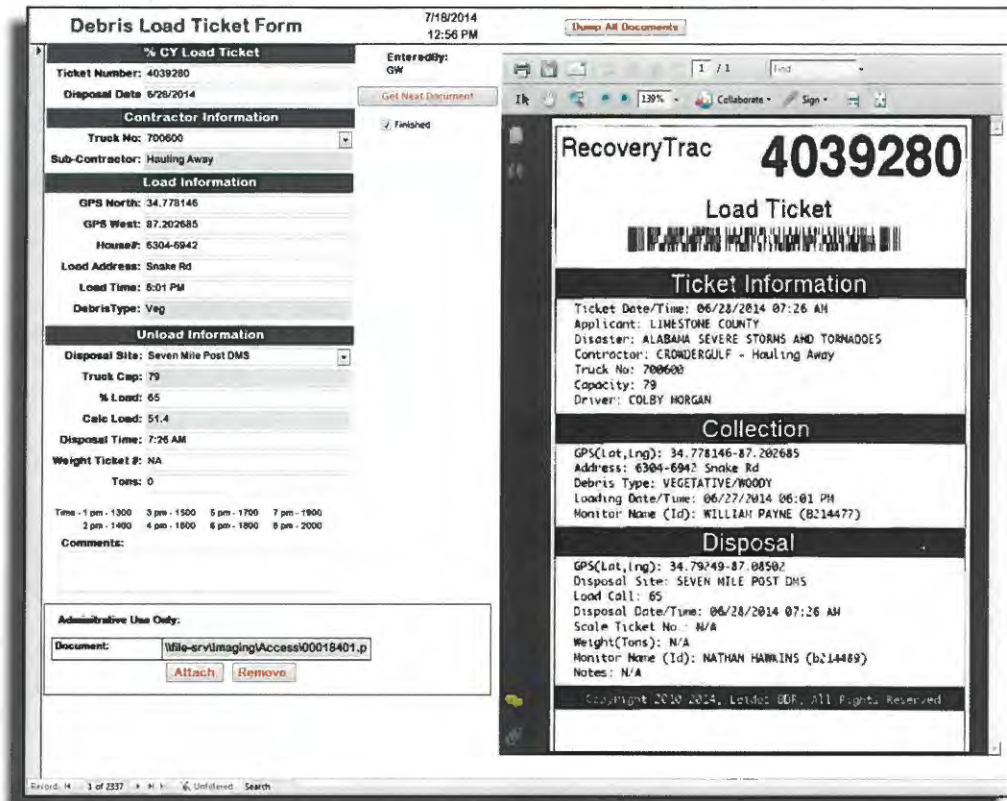
Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required in order to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA 325 requirements will be kept for each project.

Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the City or representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements. CrowderGulf's database is specifically designed to capture and track quantitative and descriptive debris data for the entire project while storing ticket images for reconciliation support and audit documentation support.

Here is an example of the CrowderGulf database and document capture capability:



The screenshot displays the CrowderGulf database interface. On the left, the 'Debris Load Ticket Form' is visible, containing fields for Ticket Number (4039280), Disposal Date (6/26/2014), Contractor Information (Truck No: 700600, Sub-Contractor: Hauling Away), Load Information (GPS North: 34.778146, GPS West: 87.202685, House#: 6304-6942, Load Address: Snake Rd, Load Time: 6:01 PM, Debris Type: Veg), Unload Information (Disposal Site: Seven Mile Post DMS, Truck Cap: 79, % Load: 65, Calc Load: 51.4, Disposal Time: 7:26 AM, Weight Ticket #: NA, Tons: 0), and Administrative Use Only (Document: \\file-srv\imaging\Access\00018401.p). On the right, a 'RecoveryTrac 4039280 Load Ticket' document is shown, featuring a barcode and detailed information including Ticket Date/Time (06/28/2014 07:26 AM), Applicant (LIMESTONE COUNTY), Disaster (ALABAMA SEVERE STORMS AND TORNADOES), Contractor (CROWDERGULF - Hauling Away), Truck No (700600), Capacity (79), Driver (COLBY MORGAN), Collection details (GPS, Address, Debris Type, Loading Date/Time, Monitor Name), and Disposal details (GPS, Disposal Site, Load Call, Disposal Date/Time, Scale Ticket No, Weight, Monitor Name, Notes).

Technology has made documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. However, the technology is only as good as the people using it. CrowderGulf has capable, well-trained personnel with the commitment to ensure functionality and accurate information on a continuous basis. CrowderGulf has these qualified, committed personnel full-time throughout the year ready to provide documentation support even years after the project is complete.

Monitoring Companies and Electronic Ticketing

CrowderGulf has vast experience working with several monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important that to the Client that CrowderGulf and Client representative (i.e., monitoring company) establish and maintain a positive and professional rapport throughout the project. This is necessary in order for the communication flow to be open with the central focus of making sure all documentation for eligible work is accurate and complete.

Reports and Information

Reports display tracking of debris through work completed to aid and support ongoing project planning. CrowderGulf has the capability and know how to conform reports to the unique specifications of any project or even portions of a project. Reports can be developed quickly to capture specific City requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process.

We can provide the City with the following daily and weekly reports (at a minimum):

- Total cubic yards hauled
- Total cubic yards of vegetative debris hauled
- Total cubic yards of C&D debris hauled
- Total cubic yards of Stump debris hauled
- Total leaners or hangers cut
- Total cubic yards of mulch debris hauled
- Total cubic yards hauled to each DMS
- Other customized reports as requested

Reports may be provided in Excel format, Word format or PDF format.

Reconciliation and Invoicing

An important aspect of the documentation process is the reconciling of all the truck certifications and load tickets prior to invoicing. CrowderGulf has earned a solid reputation with clients and monitoring firms by working closely with them to ensure that data reconciling is completed before invoicing. Whether reconciling with a monitoring company or with our clients direct, our database has all the information needed to expedite this process.

DATE	Ticket #	Debris Type	Delivered To	Truck #	Capacity	% Load	Load (CY)
5/5/2011	5104105	C&D	Stump Point	033854	49.00	55	26.95
5/5/2011	5104109	C&D	Stump Point	033854	49.00	60	29.40
5/5/2011	5104274	Vegetative	Stump Point	033875	72.00	65	46.80
5/5/2011	5104275	Vegetative	Stump Point	033876	59.00	65	38.35
5/5/2011	5104276	Vegetative	Stump Point	033879	58.00	70	40.60
5/5/2011	5104277	Vegetative	Stump Point	033880	49.00	70	34.30
5/5/2011	5104278	C&D	Stump Point	033877	53.00	70	37.10
5/5/2011	5104279	Vegetative	Stump Point	033878	49.00	70	34.30
5/5/2011	5104280	Vegetative	Stump Point	033877	53.00	70	37.10
5/5/2011	5104281	Vegetative	Stump Point	033878	49.00	70	34.30
5/5/2011	5104282	Vegetative	Stump Point	033877	53.00	70	37.10
5/5/2011	5104283	Vegetative	Stump Point	033878	49.00	70	34.30
5/5/2011	5104284	Vegetative	Stump Point	033877	53.00	70	37.10
5/5/2011	5104285	Vegetative	Stump Point	033878	49.00	70	34.30
5/5/2011	5104286	C&D	Stump Point	033878	49.00	65	31.85
5/5/2011	5104287	C&D	Stump Point	033877	53.00	55	29.15
5/5/2011	5104625	C&D	Stump Point	033883	50.00	85	42.50
5/5/2011	5104626	C&D	Stump Point	033884	49.00	85	41.65
5/5/2011	5104627	C&D	Stump Point	033883	50.00	75	37.50
5/5/2011	5104628	C&D	Stump Point	033884	49.00	80	39.20
5/5/2011	5104629	C&D	Stump Point	033883	50.00	80	40.00
5/5/2011	5104630	C&D	Stump Point	033884	49.00	80	39.20
5/5/2011	5104631	Vegetative	Stump Point	033883	50.00	70	35.00
5/5/2011	5104632	Vegetative	Stump Point	033884	49.00	65	31.85

After reconciliation is complete, it is time for invoicing. All invoices are fully supported by load tickets and other required documentation. CrowderGulf is very flexible in generating invoices. Invoices can be provided in different ways such as a dollar amount limit per invoice, designated work period on an invoice (i.e. one week per invoice) or single task invoices. CrowderGulf strives to accommodate by adapting to preferred formats and preferences.

Having reconciled the data prior to invoicing makes the invoicing documents easier to read from FEMA's standpoint and speeds up the audit or reimbursement process. Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and the available resources by the City the payment schedule may be modified to allow more time to pay the invoices. CrowderGulf is able to accommodate these situations due to our strong financial stability.

Documentation Maintenance

CrowderGulf maintains all documentation for a period of at least 7-10 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

FEMA Requirements and Assistance in the Reimbursement Process

CrowderGulf works closely with all regulatory agencies to assure minimum issues in our disaster management efforts. Over the past 20 years, **98%** of CrowderGulf's work has been with Cities, Counties, States and Agencies that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

As an example of our commitment to Clients, in June, 2010, a CrowderGulf Client requested assistance with a FEMA audit for work completed in 2005, after Hurricanes Katrina and Wilma. Consequently, one of our senior managers spent four weeks working onsite with the Client, as well as 1,000 plus hours of work time on the project researching and preparing documentation requests for FEMA. All of our time and assistance was provided to the Client at no cost. This is how every client is treated. CrowderGulf is committed to 'going to the mat' with them to make sure that our documentation is complete, accurate and provided in whatever format FEMA requests.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist in complying with FEMA guidelines and completing all documentation required by FEMA, FHWA or the Office of Inspector General. **Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327).**

CrowderGulf will share its knowledge and experience concerning reimbursement matters. The goal is to obtain maximum reimbursement by utilizing extremely accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist the City with the following:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessment
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process
- Reviewing all records to assure that they meet federal and state reimbursement guidelines
- Providing various levels of training for City employees
- Documenting all facets of work to support the claim process
- Maintain all documents for 7-10 years

"I would like to Thank you all, Ashley and her staff, for all of your help in providing information and documentation needed to close out our 2004/2005 Hurricanes with FEMA. It is comforting to know that we can rely on your company to provide accurate information 4 to 5 years after the fact."

*Jesse Wright, Village Supervisor
Village of Wellington, FL*

Reimbursement

CrowderGulf is committed to completing any emergency management and recovery project for the City in the minimum amount of time and at the best price possible. We work in full regulatory compliance with all agencies involved in disaster recovery including but not limited to:

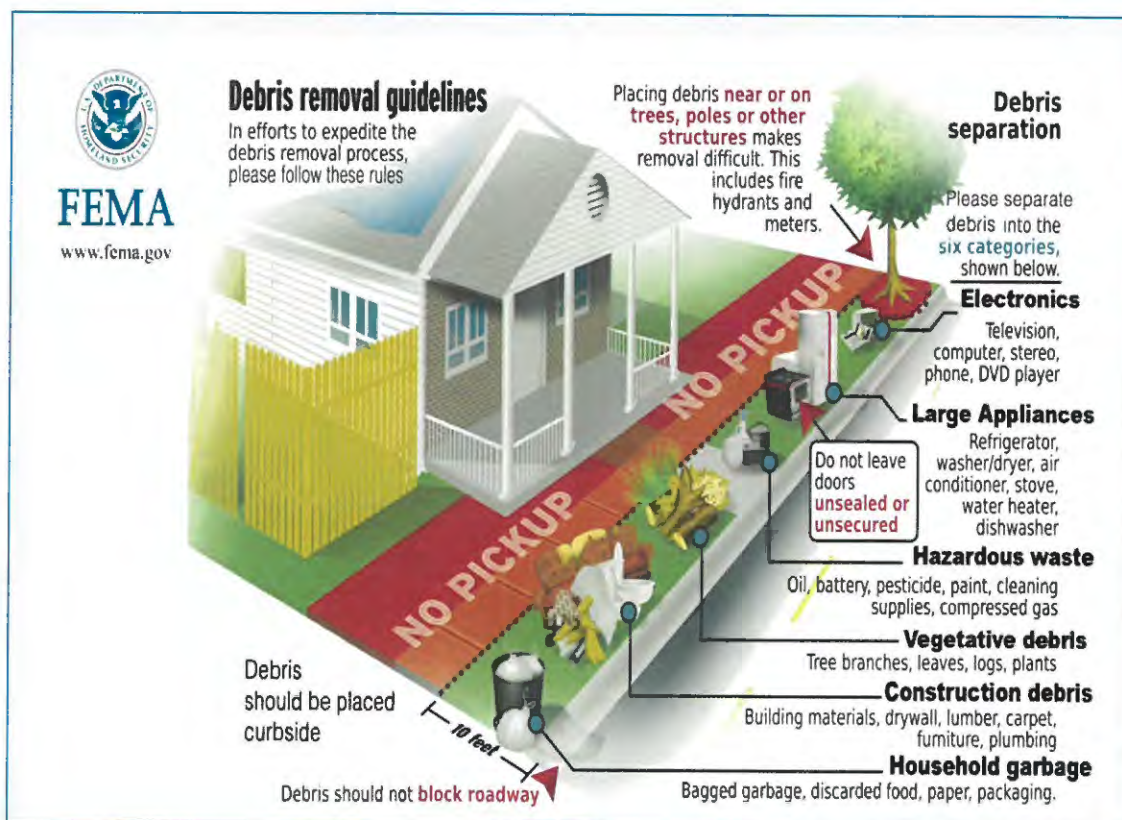
- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- Florida Department of Environmental Protection
- United States Coast Guard (USCG)
- United States Corps of Engineers (USACE)
- Florida Department of Health
- Florida Department of Transportation

Maximizing Reimbursements under the Sandy Recovery Improvement Act (SRIA) Program

FEMA's SRIA program is intended to increase the effectiveness of debris removal by providing incentives to subgrantees (counties/municipalities) who choose to take advantage of all or only parts of the program. CrowderGulf's Management Team are very experienced in working within the guidelines of FEMA's Public Assistance program and the new Pilot program initiatives. CrowderGulf is available to assist clients in taking advantage of the alternate procedures of the Pilot program.

Currently, FEMA has extended the Public Assistance Alternative Procedures for Debris Removal until June 27, 2019. However, to meet FEMA's strategic Plan objectives to streamline the grantee experience, and simply program delivery, the Agency is discontinuing the Recycling Revenues and Sliding Scale procedures because they were not meeting the goals established in the Sandy Recovery Improvement Act. FEMA continues to promote the use of Straight Time and Force Account Labor incentives. CrowderGulf is prepared to assist the City in taking advantage of the remaining program initiatives.

SRIA Program Incentives for Subgrantees	CrowderGulf's Capabilities and Commitment to Clients(subgrantees)
Straight Time and Force Account Labor: When a subgrantee has elected to participate in the Straight-Time Force Account Labor Procedure to perform all or part of the debris removal operations, FEMA will reimburse the base wages with associated fringe benefits as well as any overtime labor costs and the hiring of additional staff.	CrowderGulf will work directly with clients to augment the client's staff. This may be accomplished by dividing the client's damaged area into segregated or zone areas. Specific zones can be assigned to CrowderGulf crews for debris removal. Other zones will be designated for the client to use force account labor to remove debris. This partnership can expedite debris removal and allow for client crews to remain active and working when normal work could be delayed or be non-existent, due to disaster conditions. CrowderGulf has always maintained that our relationships with clients are invaluable. No job is too small and we have never failed to fulfill any contractual obligations.
Debris Management Plan Procedure: If a subgrantee has a FEMA - accepted Debris Management Plan and one or more pre-qualified debris removal contractors before the start date of a declared incident, the subgrantee may elect to receive the one-time 2% federal cost share increase incentive. This program is limited to the first 90 days of debris removal, beginning the first day of the incident period.	CrowderGulf is intimately familiar with the new FEMA Debris Management guidelines and will work with our clients to collaborate on the development of their Plan and provide assistance in review and updates each year. In addition, CrowderGulf will work diligently with our clients to maximize our resources in order to remove debris as quickly and safely as possible in order to support our clients in taking full advantage of this cost saving measure.



ESSENTIAL SUPPORT FUNCTIONS

➤ Readiness Support and Training

CrowderGulf's long and successful history of disaster response and recovery success is, in a large part, a result of continuous Readiness Planning and Training. CrowderGulf is dedicated to a year-round cycle of preparation, practice, review and analysis to refine our procedures and processes. We strive for continuous improvement with the goal of exceeding expectations where it matters, in project execution.

Joint training and pre-planning with the City will be an important part of Readiness Planning. **On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions.** In addition, our Debris Reduction specialists will be available to review and advise on potential DMSs. Preparedness training will be tailored to the City's needs and requests.

Usually, training will consist of all or some of the following topics:

- General understanding of the disaster declaration process
- Understanding the importance of thorough documentation in all processes
- Contract scope of work & scope of work timeframe
- FEMA debris removal eligibility & FEMA required documentation
- Responsibilities of the City & the contractor for debris management
- Pre-event actions
- Management team roles & responsibilities
- Initial response & recovery operations
- Debris removal & monitoring functions
- Truck certification process
- Documentation
- Close out & reimbursement

Training and pre-planning sessions are designed by the needs of each individual Client. For example, if our Client is preparing their own session and would like CrowderGulf to prepare material for discussion for a particular time slot, material such as handouts and PowerPoint presentations are created to present to the attendees based on the discussion topic provided by the Client. This type of involvement is usually requested by Clients who have knowledgeable staff who are experienced in the debris removal process and only need a quick overview of a particular topic.

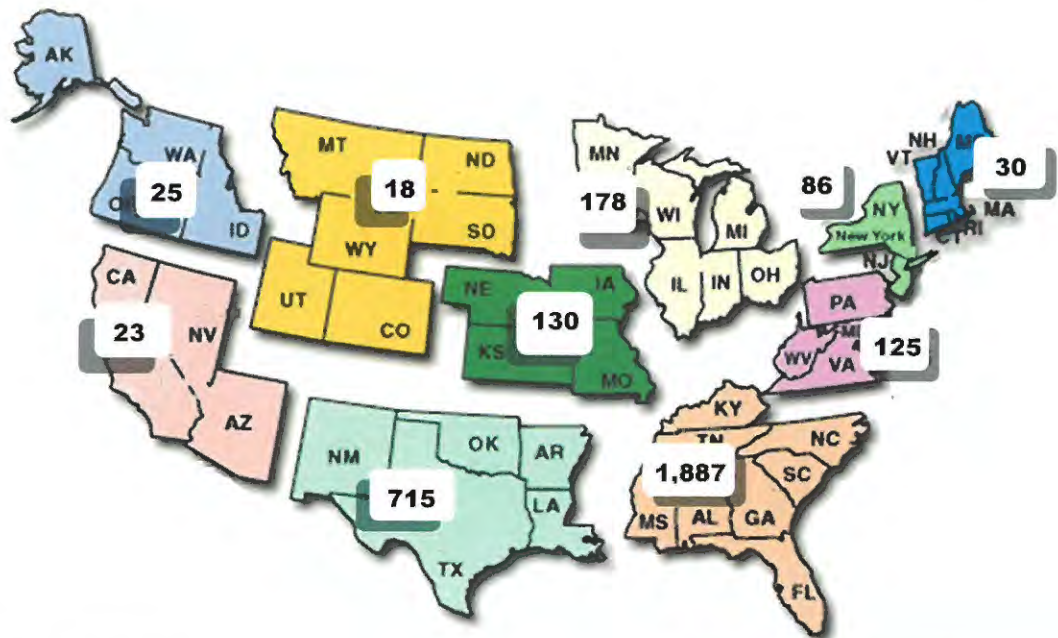
CrowderGulf also provides a more in depth session for the Clients who need training and plan development specific to their geographical location. CrowderGulf is experienced in assessing the needs of each Client and providing the knowledge and training needed for a successful event. In these situations, CrowderGulf provides in depth training and plan development through PowerPoint presentations, handouts and table top exercises. During the in depth training and planning sessions, CrowderGulf can offer assistance in helping the decision makers make informed decisions regarding such things as DMS needs and locations, City disaster debris team members and their roles, whether it is in the best interest of the Client to acquire a monitoring firm, and identifying any other concerns that may not have been previously identified.

➤ Subcontracting

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in compliance with **44 CFR 206.10**. Per Client compliance requirements under **44 CFR 13.36(e)**, CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible.

In addition, we maintain a national subcontractor **database of over 3,200 pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, www.crowdergulf.com, to register or may fax information to the Disaster Administration Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

The graphic below gives a breakdown of the number and general region that we have registered subcontractors. The number changes periodically as new subcontractors register on our website. For several reasons this number grows after a major disaster.



Subcontracting Practices

It is the practice of CrowderGulf to subcontract debris work and services using the following guidance:

1. Subcontract to the maximum extent possible with local firms and small businesses. In addition, preference will be given to qualified local vendors for equipment rental and supplies sourced in the jurisdictional boundaries.
2. Promote the use of local contracting by tasking a senior manager to assure notification through local media and organizations.
3. Promote subcontracting only with the assured compliance with equal opportunity hiring.
4. Provide all subcontractors a clear chain of command for purposes of official and/or unofficial communications.
5. Accept, process and pay invoices of subcontractors in accordance with the CrowderGulf policy.
6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to CrowderGulf in past operations – consistent with the subcontracting policy.

"CrowderGulf has developed a seamless process which allows for the rapid deployment of essential workers, maintained vital communication lines with all parties involved in the cleanup efforts and has strategically allocated resources to the areas of greatest need...They maintain the highest standards in the industry and operate with a level of integrity that is difficult to match."

Mark Claypoole
Gotus Trucking, LLC

7. CrowderGulf does not have a set-aside percentage of subcontracted work for any particular classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women owned small business firms for contract work or services needed.
8. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.
9. We currently maintain an active pre-qualified subcontractor database, tracking current certifications of local and regional D/M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or log on to www.crowdergulf.com to submit their company information for review. If necessary, we will use additional outlets such as newspapers, publications, websites, etc.
10. As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the Client.

Subcontracting Policy

It is standard policy that all subcontractors comply with all of the contractual conditions and commitments of CrowderGulf. As such, all subcontractors shall agree to the following:

1. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
2. Read and formally acknowledge by signature the CrowderGulf Contract for subcontractors and Safety Manual as provided by CrowderGulf.
3. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
4. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
5. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
6. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
7. Begin work to be performed within two full workdays after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractor will pay for all materials, equipment and labor used in the performance of the subcontract(s).
8. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, CrowderGulf may terminate the employment/contract of the subcontractor for cause.
9. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
10. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
11. Provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
12. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
13. Other stipulations may apply as may be required by unique local conditions.

Understanding Requirements

CrowderGulf takes several steps during the proposal preparation process to ensure local subcontractor participation as well as M/WBE utilization policies and 44 CFR 13.36(e) compliance are met. Understanding exactly what the Client is requesting during this initial proposal phase is key to implementation upon activation. In order to clearly define the expectations required we take several preliminary steps. The first step is to review M/WBE policies and procedures to determine specific goals set by the Client. Our second step is to determine utilization breakdowns required. Lastly, we identify all required certifications and/or M/WBE directories to be used for soliciting M/WBE firms and any further breakdowns of percentage goals. Once these steps are completed and we have a clear understanding of all requirements we continue with the following process:

Steps in the Process:

1. Before any subcontractors are solicited, CrowderGulf compiles a list of local subcontractors from our Database of pre-qualified subs. These companies have either worked for CrowderGulf and are in good standing, have registered with us through our website, www.crowdergulf.com, or have been previously solicited by CrowderGulf. All subcontractors must meet the following requirements to be considered for prequalification:
 - a. Verification through one or more of the following websites:
 - *The **System for Award Management (SAM)** is a **Federal Government owned and operated** free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. SAM is used to review all subcontractors' debarred status prior to approval as a prequalified subcontractor(<https://www.sam.gov/>)*
 - *SBA HUBZone Search-confirmation, (http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm)*
 - *Dun and Bradstreet, (<https://sso.dnbi.com>)*
 - b. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
 - c. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
2. If specific directories are to be used, CrowderGulf will check the Client website for directory access or contact the M/WBE Office for a list of potential M/WBE firms to be utilized then compare this list to our current list of local prequalified subcontractors to find possible matches.
3. Contact is then made with M/WBE firms that offer services similar to our scope of work. Initial contact is made by phone then followed up by fax and/or email, confirming the phone conversation.
4. Emailed and/or faxed correspondence provides MBE firms with specific details regarding the request, i.e., scope of work directly from the RFP documents, registration and requirements information, and specific deadlines for submittal of these documents to the CrowderGulf M/WBE Subcontracts Manager.
5. Should letters of intent from interested firms and further proof of M/WBE certifications be required by the Client, CrowderGulf will compile the received documentation and review for completeness.
6. Only those firms that have met set deadlines and returned all requested documentations will be considered for inclusion in final proposal to the Client as a responsive M/WBE Firm.
7. All contacted firms are listed in proposal and delegated either responsive or non-responsive and the reason for this status.
8. Should the appropriations assigned to the responsive M/WBE firms not meet the Client's percentage goal, firm percentages will be adjusted and executed by both parties upon mutual agreement.
9. Once the RFP evaluation process is complete and award notices are received, these M/WBE firms are notified of results and any additional documentation is requested to keep in the Client's file.
10. Current CrowderGulf client folders are updated yearly with current local pre-qualified subcontractors as well as M/WBE firm confirmations.
11. Upon Client activation, if any of the proposed local M/WBE firms are no longer able to fulfill assigned goals, CrowderGulf will identify other certified M/WBE firms to replace inactive M/WBE firms to maintain our proposed percentage goals. CrowderGulf will provide a detailed explanation as well as further commitments from other M/WBE certified subcontractors to perform scope of work in lieu of previously committed Subcontractors.

"CrowderGulf is a company with great integrity, is extremely dedicated to their customers and their work, and is entirely one of the best contractors we have worked for...there is not a project or request by CrowderGulf we would ever turn down."

*Steve St. George
President
St. George Enterprises, Inc*

Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified M/WBE firms will be based on CrowderGulf's activation by Client. Should the Client have yearly or quarterly reports to be submitted, CrowderGulf will file the needed reports upon request.

Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the City to maintain compliance with **44 CFR 13.36 (e) and FEMA SuperCircular 2 C.F.R. Chapter 2, Part 200.**

Affirmative Steps Include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Subcontractor Oversight

In the past, CrowderGulf has mobilized over **400** subcontractors with as many as **5,000 people, 2,600 trucks, and 800 pieces of loading equipment.** To assure the same quality control and efficient operations for the City, CrowderGulf's management team will rely on NIMS management protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the City's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations.

M/SBE Subcontractors

See enclosed a partial list of qualified M/SBE Subcontractors. A current qualified subcontractor list will be provided to the City for pre-approval prior to an event upon request.

Florida Region 1 Potential Subcontractors	Address	City	ST	Zip	smBus	WBE/MBE/HUB /VET/ SDB
814 Sand Inc	12030 Hwy 77	Panama City	FL	32409	1	2
A & K Septic Tank & Portable Toilets	4720 Minnetonka St.	Pensacola	FL	32526	1	
A.2.B. Trucking	241 Quebec Ave.	Defuniak Springs	FL	32433		1
Aardvark Debris Removal LLC	200 Hermey Ave	Pensacola	FL	32507		1
AARK Enterprises, Inc.	P.O. Box 510	Vernon	FL	32462		
Abaco Restoration	P.O. Box 15414	Panama City	FL	32406	1	
Aerotek (Florida)	100 West Garden St	Pensacola	FL	32502		
AK Triple E, Inc.	1610 Woodlawn Way	Gulf Breeze	FL	32563	1	
AW Tree and Landscaping Service, LLC	8250 Briese Lane	Pensacola	FL	32514		1
Axis Maintenance Services, LLC.	970 Gulf Shores Dr.	Destin	FL	32541	1	
Azland Recycling and Waste	PO Box 550	Freeport	FL	32435	1	1
Beachway Contractors, LLC.	365 Campbells Rest Rd	DeFuniak Springs	FL	32433	1	
BEK Group, LLC.	404 North West Street	Pensacola	FL	32505	1	
BKW, Inc.	5615 Duval St	Pensacola	FL	32503	1	1
Capt. Eric's Services, LLC.	3930 Venetian Circle	Panama City	FL	32405		2
Coastal Clearing, LLC.	815 Linda Lane	Panama City Beach	FL	32407		
Construction Materials of NW Florida, Inc.	501 Eglin Parkway NE	Fort Walton Beach	FL	32547	1	
Creek Waste and Recycling LLC	2560 S Hwy 95a	Cantonment	FL	32533	1	1
Cronin Construction, Inc.	913 Gulf Breeze Pkwy, Ste 12	Gulf Breeze	FL	32561		3
Disposal Services, LLC.	3634 HWY 231	Panama City	FL	32404	1	
Dwight Hicks, Inc.	500 Harrison Ave.	Panama City	FL	32401		
Eager Beaver Professional Tree Care, LLC	5202 Gulf Breeze Pkwy	Gulf Breeze	FL	32563		1

Florida Region 1 Potential Subcontractors	Address	City	ST	Zip	smBus	WBE/MBE/HUB /VET/ SDB
ESA South, Inc.	1681 Success Dr	Cantonment	FL	32533	1	2
Florida Home Masters, LLC.	1246 Brake Road	Westville	FL	32464		
GB Green Construction Management & Consulting, Inc.	1720 W. Fairfield DR, Ste 507	Pensacola	FL	32501	1	3
Grahams Welding & Fabrication, Inc.	94 Ready Ave. B#7	Fort Walton Beach	FL	32548	1	1
Guide	17119 Perdido Key Dr. #E33	Pensacola	FL	32507	1	
Gulf Coast Landscape	902 Santa Rosa Blvd	Ft. Walton (Mobile)	FL	32548		
Gulf Coast Utility Contractors, LLC	P. O. Box 8170	Panama City	FL	32409		
Gulf Marine Construction, Inc.	1232 N. Pace Blvd.	Pensacola	FL	32505	1	1
H & H Trucking and Tree Service, LLC	4695 N. Hwy.71	Wewahitchka	FL	32465	1	
Harvest Restoration, Inc	2689 Bear ? Circle	Deford	FL	32420	1	1
HighSteele Landscaping and Home Improvement LLC	5113 Bradford Dr	Milton	FL	32571		
Iron Dog, Inc.	10483 NW Gray Rd	Clarksville	FL	32430	1	2
Keith H Fendley	7310 W Jackson St	Pensacola	FL	32506	1	
Kelly Services	5401 Corporate Woods Dr., Ste. 200	Pensacola	FL	32504		
Kevin D. Pugh, Site & Dozer Works, LLC	5731 Stewart Rd	Walnut Hill	FL	32568		2
L&A Logging, Inc.	50 Loggers Lane	DeFuniak Springs	FL	32435		
Landrum Staffing Service	6723 Plantation Rd.	Pensacola	FL	32504		
Long Shot Transporting	13970 State Hwy 20 W	Niceville	FL	32578	1	
Lumber Locators LLC	12 Marlin Court	Santa Rosa Beach	FL	32459	1	
Mark Kirkland Construction Services, LLC.	3680 Charmaine Dr. B	Pensacola	FL	32526	1	
MDX Services LLC	1396 Hwy 71	Marianna	FL	32448	1	
Mike Turner's Vinyl Siding Inc.	5261 Crowson Rd	Pensacola	FL	32526		1
Morgan Marine Salvage & Recovery, LLC	288 Marsh DR	Freeport	FL	32439	1	
New View Land Clearing	1609 Deer Ave	Panama City	FL	32401	1	
North Florida Land Prep Inc.	11407 Hwy 2301	Youngstown	FL	32466	1	
OCDS 2018, LLC.	2207 East 6th Street	Panama City	FL	32401		
Pate Farms	2331 Horseshoe Loop	Bonifay	FL	32425	1	1
PBrown Builders, LLC	4231 Cherry Laurel DR	Pensacola	FL	32504	1	1
PCE Disaster Contractor, LLC.	4019 Riverside Drive	Panama City	FL	32404	1	1
Pensacola Environmental Services, Inc.	P.O. Box 34450	Pensacola	FL	32507	1	1
Pensacola Tree Service	7085 Frank Reeder Rd	Pensacola	FL	32526	1	
Plant Welding Service Inc	5774 W. Spencer Field Rd	Pace	FL	32571	1	
Precision Emergency Response LLC	2251 Hwy 173	Bonifay	FL	32425		1
Prestwood All-Pro Services, Inc.	8485 Eight Mile Creek Rd	Pensacola	FL	32526		
RBM Contracting Services	PO Box 2174	Santa Rosa Beach	FL	32459	1	
RCG Enterprises, Inc.	1504 W. Intendencia St	Pensacola	FL	32501	1	5
Redmonds, Inc.	8606 Laird St.	Panama City Beach	FL	32408		
Register's Enterprises of Bay County, LLC.	9323 N. Hwy 231	Panama City	FL	32404	1	
Rimax Contractors	108 W. Mallory St.	Pensacola	FL	32501		
River Bend Trucking	2355 Horseshoe Loop	Bonifay	FL	32425	1	1
RME-Diver Commercial Diving LLC	109 Oak Ridge Place	Panama City	FL	32408	1	1
Robbins Contracting, LLC.	309 Elm Ave.	Panama City	FL	32401		
Rouse Stump Grinding LLC	841 Springtime St.	Wewahitchka	FL	32465		
Ryles Grassing, LLC.	PO Box 711	Baker	FL	32531		
Sean McKnight & Sons Landscaping & Tree Service	4200 Langley Ave.	Pensacola	FL	32504		
Smith & Associates, LLC	P.O. Box 1084	Gulf Breeze	FL	32562	1	1
Snelling Personnel Services	1613 St. Andrews Blvd.	Panama City	FL	32405	1	1
Solar Recycling	7508 Klondike Rd	Pensacola	FL	32526	1	
Sound Off Audio	15176 NW Magnolia Church Rd.	Altha	FL	32421	1	
Sterling Tree Services, Inc.	8500 Lillian Hwy.	Pensacola	FL	32506	1	2
Superior Waste & Land Clearing	8804 Sonnyboy Ln	Pensacola	FL	32514		
ThomCo Enterprises, Inc.	745 Hollywood Blvd. NW	Ft Walton Beach	FL	32548	1	2
Tindle Enterprises, Inc.	P.O. Box 969	Freeport	FL	32439		1
Top Flight Mowing, LLC	2243 Cricket Ridge Dr	Cantonment	FL	32533	1	1
Turn Key Marine Services, LLC	646 Anchors St NW #2	Fort Walton Beach	FL	32548		
Walts Landscaping	2601 Wild Lake Blvd	Pensacola	FL	32526		
Gaston's Tree Service LLC/ Wood Resource Recovery	6424 NW 19th DR	Gainesville	FL	32653		
Total Urban Forestry, Ilc	231 NE 11th St	Ocala	FL	34470	1	

➤ Quality Control

The purpose of a quality control plan is to provide guidance and consistent attention to workplace policies and procedures in order to facilitate efficient, effective and safe debris removal and reduction. **CrowderGulf's success in managing quality is achieved by our commitment and attention to the people, processes, and procedures involved in our projects. This starts with identifying and communicating the following Fundamental Values to Quality**

Our complete QC plan will be provided upon request.

➤ Health and Safety

CrowderGulf's Philosophy of Safety

All company operations are managed with an aggressive and proactive commitment to the safety and well being of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production and cost efficiency. CrowderGulf believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels.

This philosophy is reinforced and fulfilled as defined below:

- The CrowderGulf Safety Plan for the City shall be in place at all times to provide mandated directives, required actions, procedures and guidance for all levels of employees from initial response to final closure. The Safety Plan is intended to ensure that all employees work safely and remain safe.
- At all times, CrowderGulf will comply with appropriate safety/ security laws and regulations such as those established by:
 - The Occupational Safety and Health Act (OSHA),
 - The EPA (Environmental Protection Agency),
 - The DOT (Department of Transportation),
 - All other applicable federal, state and local safety and health regulations, and any additional safety standards required by the City

Corporate Commitment to Safety

CrowderGulf is committed to providing an accident free experience for our employees, subcontractors, visitors to our work sites and to the public we encounter during the execution of our projects. Our leadership team is firmly committed to the belief that "All Accidents Are Preventable". To emphasize our commitment to achieving an accident free experience in every CrowderGulf project, the company's senior executive, Mr. John Ramsay, serves as the senior Safety Official. Mr. Ramsay's personal attention to CrowderGulf's safety, health and accident prevention performance establishes an absolute standard of top priority for all personnel throughout the organization.

Many companies have written safety plans for individual safety topics, but few have a comprehensive plans designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and includes all facets of company planning and operations. Our complete 368 page CrowderGulf Health and Safety Plan is available upon request.

Safety Performance Summary

CrowderGulf takes tremendous pride in our safety record. Since 2012, CrowderGulf has received no citations, notifications or violations, pertaining to OSHA, or state OSHA. In that time period, CrowderGulf has worked approximately 739,881 and experienced a total of 3 recordables, which is well below industry standards and the last recordable incident took place in 2011. CrowderGulf believes that providing the safest possible work environment is most beneficial for the company, and our clients.

CrowderGulf employs a full time safety manager and maintains an up to date, all inclusive safety manual pertaining to all of CrowderGulf's vast job scope. We also believe that training, communication and monitoring are the best ways to obtain a safe work environment. CrowderGulf policy is that daily tool box meeting are mandatory, and the JSA process is to be used as a communication tool for our workers. Every person involved in a CrowderGulf project has not only the right, but the responsibility to stop the job if an unsafe act or situation is discovered, or if there is a need for more understanding of the work process. These factors have allowed us to perform above average in regards to our safety record.

Year	Hours Worked	OSHA Recordable	Days Away From Work Cases	R.I.F Rate (Recordable Incident Frequency)	D.a.r.t. Rate (Days Away, Restrictions, or Transfers)
2018	173,960	0	0	0	0
2017	148,975	0	0	0	0
2016	111,243	0	0	0	0
2015	94,222	0	0	0	0
2014	89,478	0	0	0	0
2013	92,630	0	0	0	0
2012	59,373	0	0	0	0

As of June 1, 2019 CrowderGulf has completed the last 3,010 days of work recordable free.

We have included our most current OSHA Form 300A – Summary of Work-Related Injuries and Illnesses as additional documentation of our exemplary safety record. Previous year's forms can be provided upon request

OSHA's Form 300A
Summary of Work-Related Injuries and Illnesses Year: 2018 Form approved OMB no. 1218-0170

All establishments covered by part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35 for further details on the access provisions for these forms.

Facility Information: Establishment name: <u>CrowderGulf</u> Street: <u>5430 Business Parkway</u> City: <u>Thorndale</u> State: <u>AL</u> Industry description: _____ Standard Industrial Classification (SIC): <u>238900</u> If known: _____			
Employment Information (If you don't have these figures, see the Worksheet on the back of OSHA Form 300A to estimate) Annual average number of employees: <u>54</u> Total hours worked by all employees last year: <u>174,822</u>			
Sign here I certify that I have examined this document and that to the best of my knowledge the figures are true, accurate, and complete. <u>[Signature]</u> <u>SARAH WARD</u> <u>SAFETY MANAGER</u> <u>2/5/2019</u>			

Number of Cases Total number of deaths: <u>0</u> (a)				Total number of cases with days away from work: <u>0</u> (b)				Total number of cases with job transfer or restriction: <u>0</u> (c)				Total number of other recordable cases: <u>0</u> (d)			
Number of Days Total number of days away from work: <u>0</u> (e)				Total number of days of job transfer or restriction: <u>0</u> (f)											

Injury and Illness Types Total number of: (g)							
(1) Injuries: <u>0</u>		(4) Poisonings: <u>0</u>		(7) Skin Disorders: <u>0</u>		(10) All other illnesses: <u>0</u>	
(2) Skin Disorders: <u>0</u>		(5) Hearing loss: <u>0</u>		(8) Respiratory conditions: <u>0</u>		(11) All other injuries: <u>0</u>	

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

*Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate of burden, or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3054, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

CrowderGulf's Site Specific Safety Plan

The Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) for the City shall include the following commitments:

- Maintaining a safety and health program that meets the requirements of OSHA and all applicable laws.
- Equipping employees and subcontractors with the required safety equipment, hard hats, clothing, and other safety materials necessary to perform specific work tasks.
- Preparing an Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) to inventory and address specific work hazards.
- Providing employees and subcontractors with continuing safety and health training necessary to enable them to perform their work in a safe manner.

- Assuring that at no time, while on duty, may employees or subcontractors be under the influence of alcohol, narcotics, intoxicants or mind-altering substances. Violations of this policy may result in immediate dismissal.
- Assuring that employees and subcontractors be required to immediately report all accidents, injuries, and "near misses" to their supervisor.
- Conducting safety meetings to review past activities, plan for new or changed operations, review hazard analyses and establish safe working procedures.
- Communication of Health, Safety, Security and Environment (HSSE) standards will take place in orientation trainings, safety meetings specific to individual situations, daily tool box meetings, memo's and other ways CrowderGulf deems appropriate.
- Assuring that all associates, regardless of position know that they have the right to "Stop the Job" in the event of a HSSE deficiency.
- Conducting Job Hazard Analyses (JHA) to define the activities being performed, the sequences of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level.

A list of local Hospitals, Police Stations, and Fire/Emergency Response Stations will be provided as part of the Safety Plan after project activation.

SAFETY WILL BE THE PARAMOUNT CONCERN AT ALL TIMES

➤ Environmental Sensitivity

CrowderGulf is committed to unequivocal protection of the environment at all work sites and surrounding areas. This is accomplished by attention to organizational, operational and performance details. CrowderGulf personnel or subcontractors assigned to specific contractual duties that substantially impact environmental quality (i.e., incinerator operators) will have the quality of their work continually evaluated by a senior supervisor. Employees with duties partially or indirectly applicable to environmental protection will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage or general containment actions or containment actions specifically related to hazardous materials.



Regulatory Permits and Compliance

CrowderGulf will ensure all applicable permits are obtained before work is started, including but not limited to the following:

- Air Quality
- Forestry
- Storm Water
- Reclamation of Surface Mining Sites
- Ground and Surface Water
- Local Health Department Permits

We work in full regulatory compliance with all agencies involved in disaster recovery including, but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Coast Guard (USCG)
- United States Army Corps of Engineers (USACE)
- Florida Department of Environmental Protection
- Florida Department of Health
- Florida Department of Transportation

Environmental and Historic Considerations

State and local regulations, laws and ordinances will be addressed and followed for all environmental and historic preservation issues. The following list provides a brief review of the primary Federal laws which must be considered during debris management practices.

- National Environmental Policy Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Resource Conservation and Recovery Act
- Endangered Species Act
- Coastal Zone Management Act
- Fish and Wildlife Coordination Act
- Wild and Scenic Rivers Act
- Executive Orders
- National Historic Preservation Act



Specific Environmental Concerns

Spills or Leaks

Should a spill or leak occur during performance of this contract, CrowderGulf will report the spill or leak to the City. CrowderGulf shall be responsible for cleaning up all spills in compliance with federal, state, and local laws and regulations and at no cost to the City or other government entities.

Asbestos Containing Materials

CrowderGulf is experienced and capable of managing the removal of asbestos containing material. If asbestos is encountered during a recovery effort for the City, CrowderGulf will utilize its resources to ensure all asbestos related activities are in accordance with Environmental Protection Agency (EPA) requirements, specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M.

CrowderGulf staff will always comply with all environmental laws and regulations. CrowderGulf will conduct all debris operations outlined in this proposal to meet the program standards provided for in the **FEMA 325 Debris Management Guide**. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

➤ Public Relations

After a disaster, residents want answers regarding recovery operations. CrowderGulf will work closely with the City to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

Developing a Public Information Campaign

Experienced CrowderGulf personnel will be available to assist the City in the development of a public information campaign. The information could include the parameters, rules and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple and easy for all residents to understand. Materials and information may be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.

Distribution Strategy

The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Internet Site** – City of Destin website
- **Public Forums** – Interactive meetings at town hall or shopping area kiosks
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards

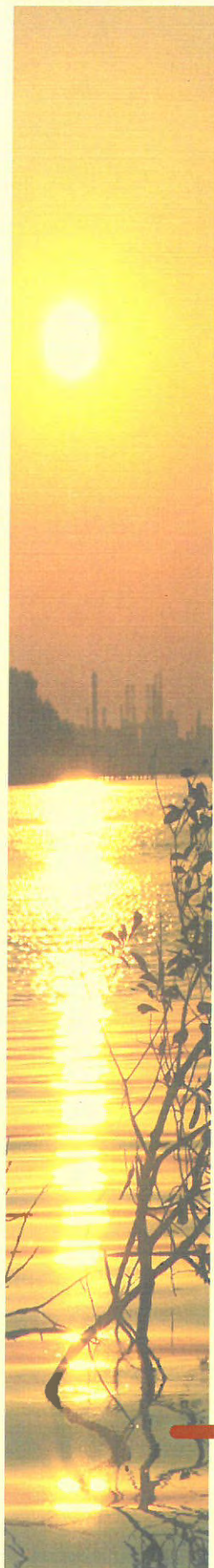
Updates and Redistribution

The public information strategy will be able to address changes and revisions as debris removal operations progress. During the early stages of the operations, distribution may rely on the immediate transmission of the information through radio and television, to update the general public regarding the debris removal operations. Once operations become more routine and predictable, the information can be distributed through the print media, such as newspapers, mailings, and flyers.

Debris Information Center

CrowderGulf can assist the City in establishing a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at-large. The debris information center may also be utilized to report fraud. Regardless of the venue, it will be important to address the residents' concerns, complaints, and questions in a timely and efficient manner. Feedback from the information center will give the Management Team an indication of how effective and efficient the operations are progressing. The City and the On-Site Management Team may use this information to adjust operations appropriately.

Key Personnel



❖ Key Personnel

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with the City of Destin. CrowderGulf's extensive experience and personnel resources enables us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements. All CrowderGulf officers, managers and supervisors have been involved in previous successful disaster related to debris operations and have been fully trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

▪ Potential Destin On-Site Team Members Bios

The names and biographical information of CrowderGulf's professional staff that could be assigned to the City's Management Team are provided below. Each individual is very experienced in emergency debris management. Depending on the need, additional staff may service the City. All additional CrowderGulf staff added will be upon approval of the City.

Nick Pratt – Director of Operations

Mr. Pratt serves as CrowderGulf's Director of Operations. His ability to coordinate our field assets and subcontractor resources has proved invaluable to the overall success of our many projects. Nick began his work at CrowderGulf in 2004 as an equipment operator and crew foreman following Hurricane Ivan. Having completed this large debris removal operation with great success, Nick's talents and abilities were used again to provide field supervision over crews in Pascagoula, MS following Hurricane Katerina in 2005 and in Texas after Hurricane Ike in 2008. Nick supervised and managed several hauling crews until the final cleanup work was completed in Bolivar, Texas. Nick was promoted to Project Manager in 2010 and was assigned project management duties for the BP Deep Water Horizon Oil Spill cleanup. He initially handled all of the logistics for the Oil Spill project, putting hundreds of pieces of CrowderGulf equipment in place and directing and training hundreds for CrowderGulf employees throughout the operation. Nick has continued to assist our team by providing his expert knowledge and leadership in the field to complete any assignment given to him on or ahead of schedule. He has played a vital role as project manager for our large waterway debris removal contract with the New Jersey Dept. of Environmental Services, as a result of Hurricane Sandy in 2012. From 2012- 2018, Nick has worked numerous disaster responses for CrowderGulf providing Project Management and asset coordination assistance for multi-state responses. Most recently, Mr. Pratt worked to secure subcontractors, field personnel, equipment and assets in 2017 after Hurricane Harvey struck the Texas Coast. Hurricane Irma devastated Florida two weeks later and he remobilized and oversaw the same task items along the Florida Coast. He managed to supply necessary subcontractors and equipment to all **91 activated contracts** in Texas and Florida after those two historical storms. In addition, Mr. Pratt has been the Senior Project Manager in the field for the Florida Department of Environmental Protection waterway debris removal project that occurred after Hurricane Irma. Multiple Counties throughout Florida activated contracts and he worked with Project Manager to remove approximately **250,000 Cubic Yards** of waterway debris.



In (2018), Mr. Pratt provided leadership and resource assets for CrowderGulf's simultaneous activations in North Carolina following Hurricane Florence in which CrowderGulf had 20 contract activations and in the Florida Panhandle for 11 additional contract activations following the devastating Category IV, Hurricane Michael. Mr. Pratt's ability to assess each project's needs and assign personnel and inventory assets has been instrumental in our ability to meet each contract activation with the necessary resources to quickly and efficiently respond to each client. Mr. Pratt attended the University of South Alabama. He also holds certificates in CPR and First Aid, 40 hour HAZWOPER and refresher and in 30 HR OSHA Construction and has over a decade of Disaster Debris Management Experience. (NIMS Trained)

Barrett Holmes – Regional Manager

Mr. Holmes joined the CrowderGulf Management Team after more than 29 years of successful leadership and management experience with the United States Army Corps of Engineers with such elite groups as the Army European Command, the 1st Cavalry Division - III Corps, and the Japan Engineer District of the Pacific Ocean Division. From 2010 to 2014, Mr. Holmes was Senior Manager / Defense Coordinating Officer for the Federal Emergency Management Agency (FEMA), Region IV, Atlanta, GA. He is a successful manager with substantial experience in crises management and disaster responses to complex catastrophes.



Mr. Holmes has worked closely with authorities at all levels of government including governors, state emergency management directors and local officials. His most recent experience includes oversight of the entire cleanup operation in Hilton Head Island, SC after Hurricane Matthew. Mr. Holmes and his team handled Emergency PUSH Operations and removed and disposed of approximately **3,012,487 Cubic Yards of Debris**. His experience includes operations related to hurricanes Earl, Isaac and Sandy as well as the Gulf clean-up operations after the Deepwater Horizon oil spill. Mr. Holmes holds a Master of Science degree in Construction Management from the University of Florida and a Master of Science degree in Strategic Studies from the United States Army Senior Staff College. He is also affiliated with the Society of American Military Engineers, Army Engineer Association and the International Association of Emergency Managers. (NIMS Trained)

Don Madio – Regional Manager

Since 1999, Don Madio has served on more than 150 mid-to-large-scale disaster recovery and debris management projects. Don's seasoned portfolio offers a wide range of competent recovery and management disciplines, providing critical oversight to operational challenges and innovative project strategies that regularly exceed client expectations and project goals. Upon taking a position with CrowderGulf, Mr. Madio provided management and oversight for 7 debris removal and waterway projects, following Hurricane Matthew. These projects were successfully completed within the client's time frame and contract specifications. Following Hurricane Irma, Mr. Madio served as Florida's Regional Manager and was tasked to manage all Florida debris removal operations throughout the State. He and his team of Project Managers and Field Supervisors managed 64 successful debris management and waterway projects, helping to remove and dispose of over **11.8 MILLION CUBIC YARDS** of Hurricane Irma generated debris. Recently, Mr. Madio supervised and oversaw all of Hurricane Michael's debris management projects in Florida's Panhandle, where more than **15 MILLION CUBIC YARDS** have been removed and disposed. All the while, Don handled any challenges that the historic 2017 and 2018 Storm Season threw at him, transcending all client objectives. Mr. Madio is a graduate from the University of Florida. (NIMS Trained).

**Brian Smallwood – Regional Manager, LEED AP**

Mr. Smallwood graduated Auburn University in 2006 with a Bachelor's Degree in Building Science. After graduation, he worked as a Project Manager in Atlanta, GA for one of the largest general contracting firms in the nation. There he built a strong management foundation and obtained the necessary fundamentals to plan and coordinate with owners, engineers and government officials. Mr. Smallwood has the skills to estimate, propose, contract, coordinate, schedule, manage, budget, document and close-out a project from start to finish. Mr. Smallwood is often the first employee on the ground after a disaster. His fast mobilization time is of great benefit to clients as it generates an extremely quick start time. Mr. Smallwood has the ability to accurately assess damaged areas to help municipalities plan for a recovery effort.

Mr. Smallwood took on the role of Regional Manager during the activation that took place after Hurricane Harvey. He oversaw ALL 26 contract activations throughout the State of Texas. He and his team removed and disposed of approximately **4.7 MILLION CUBIC YARDS** of Debris. In 2016, he worked during Hurricane Matthew with the South Carolina Department of Transportation removing and disposing of approximately 500,000 Cubic Yards of Debris. He managed 6 separate Debris Management Sites for both State and County Roads and coordinated assets and resources for a population of over 315,000 residents. Mr. Smallwood serves as the Contract Representative for pre-event contracts in Alabama, Florida, Mississippi, Louisiana, Washington and California. His role in servicing contracts include conducting yearly training sessions, determining high risk areas within a community, locating debris storage sites, determining final debris disposal locations and discovering methods and options for recycling and reuse of debris.



Mr. Smallwood is a LEED Accredited Professional with certifications in NPDES and FEMA courses. Mr. Smallwood has a current OSHA 30 and HazWoper 40 certification. Mr. Smallwood also holds the General Contractors license for CrowderGulf in the State of Florida. (NIMS Trained)

Wilber Ledet – Senior Project Manager

Mr. Ledet's disaster experience with CrowderGulf began after Hurricane Ike with the managing of the wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay, TX. This project also included his expertise in managing the stored vessel reclamation program in which he assisted in the removal of hazardous substances from the vessel and coordinated its proper disposal. From 2010 to 2012, Mr. Ledet managed up to 800 Hazwoper certified responders and facilitated meetings with Environmental Teams and BP officials, serving as project manager, assigned to the Deepwater Horizon Oil Spill. In 2012, following Hurricane Isaac, Mr. Ledet was assigned as Project Manager to oversee the sand removal, sand screening and beach berm construction for the Town of Dauphin Island, AL. This project included sea oat replacement, and the management of the right of entry program for sand reclamation on private property. Following Super Storm Sandy in 2012, Mr. Ledet was assigned as project manager to oversee the wet debris removal from Barnegat Bay, NJ, and successfully completed removal and disposal of over 700,000 yards of wet debris. Mr. Ledet has also served as Project Manager for Ice Storm Pax (NC), and 2014 Tornado Outbreak in Limestone County (AL). Mr. Ledet worked as the Project Manager after the 2015 Severe Floods that devastated Columbia County (SC) in early October, 2015. Most recently, Mr. Ledet managed the floods in Ouachita Parish (LA) and Brazoria County (TX). In late 2016, the City of Central (LA) suffered some severe flooding and Wilber lead the CrowderGulf Team during the removal operations within the City and East Baton Rouge Parish. Mr. Ledet also was the Senior Manager on Hilton Head Island (SC) which resulted in the removal and disposal of over **2.8 Million Cubic Yards** of debris. After Hurricane Matthew, he worked on the waterway debris removal project in Brevard and Volusia County (FL) for the Florida Department of Environmental Protection. In 2017, Mr. Ledet was deployed to **Aransas County, Rockport and Corpus Christi after Hurricane Harvey** caused extensive damage to the area. As Senior Project Manager, he was in charge of all 3 locations and he and the CrowderGulf Team removed and disposed of approximately **2.5 Million Cubic Yards** of debris. In 2018, Mr. Ledet's served as Senior Project Manager overseeing North Carolina Contracts following Hurricane Florence.



■ Corporate Management Team / Top Level Management Personnel

The personnel listed below bring a wealth of disaster debris removal and management experience. They have been involved in management and operational decisions of all past contract activations for the past 10 years. The knowledge and expertise make them invaluable assets to any debris removal operation from startup to final invoicing and reconciliation.

John Ramsay – Chief Executive Officer & President

Mr. Ramsay is a graduate of Auburn University with a degree in Agriculture and has over 45 years of experience in storm debris removal and reduction operations and management. Working all disaster work since Hurricane Camille, in 1969, Mr. Ramsay is one of the foremost experts in all phases of a debris operation, including removal, reduction, recycling and disposal. As one of the owners and the founder of CrowderGulf, he takes a personal interest in each of the municipalities we have served over the years. In non emergencies, Mr. Ramsay is a well respected member of the timber industry. His experience in agriculture, farming, and silviculture provides opportunities for CrowderGulf to leverage additional services and expertise to our clients. He is well respected in the field and his technical advice has been and continues to be sought after by other contractors, municipalities, and various agencies such as Wildlife and Fisheries. Mr. Ramsay has been especially involved in creating innovative ways to recycle debris wastes. (NIMS Trained)



Ashley Ramsay-Naile – Senior Vice President and Chief Operating Officer

Mrs. Ramsay-Naile is a Graduate of the University of South Alabama. She has been involved in managing the day to day business of CrowderGulf operations since 1995 when Hurricane Opal impacted the Florida Panhandle. She has played a vital role in establishing the Disaster Administration Office (DAO) in which she has structured and managed since its acquisition. As Chief Operating Officer for CrowderGulf, her role has provided a liaison to clients, logistics coordination with our field operations, contract negotiations, preparation of proposals, subcontractor coordination, field supervisor, project management, and all aspects of back office activities including accounts payable, accounts receivable and human resources. In 2012, Mrs. Ramsay-Naile was appointed by Governor Robert Bentley, to the Alabama State Workforce Investment Board. (NIMS Trained)



Margaret R. Wright, Ph.D. – Senior Documentation Director

Dr. Wright has over 25 years of professional training and managerial experience. As a vital member of CrowderGulf's Senior Management Team, her roles include technical proposal writing, training developer and facilitator, regulations compliance, management of record keeping, including day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations at completion of projects. Dr. Wright has worked in field operations setting up and managing field offices, hiring and training personnel to work with all required documentation, and at CrowderGulf's Disaster Assistance Office (DAO) after all major disasters since 2003. In 2017, Dr. Wright worked **onsite** with our Client and their monitoring firm to assure that documentation and FEMA reimbursement went smoothly after Hurricane Hermine caused damage in the Florida. She worked to properly invoice and document approximately 9 Million Dollars for the City of Tallahassee and Leon County. Most recently, she and her team worked to invoice and reconcile over **180 Million Dollars for Hurricane Irma and over 86 Million for Hurricane Harvey.** (NIMS Trained)



Raymond "Buddy" Young – Regional Director

Mr. Young was **Regional Director of FEMA Region VI from 1993 – 2001** and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management field and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. As the Director of Operations, Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation. Mr. Young is one of the most knowledgeable people working in the debris management field with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA). (NIMS Trained)



Gary Jones – FEMA Specialist and Technical Assistance Manager

Mr. Jones has over 28 years working for the Federal Emergency Management Agency (FEMA). He served as **Deputy Regional Director of FEMA Region VI for 17 years**. During those 17 years as Deputy, he also served as Acting Regional Director for 4 years. Mr. Jones was responsible for administration of emergency management programs in the FEMA Region VI states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region. Additionally, Mr. Jones served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Haz. Materials, Earthquake and Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. He was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters. Mr. Jones has a Master's Degree from Tulane University and a Bachelor's Degree from the University of Arkansas. (NIMS Trained)



Reid Loper – Vice President, LEED AP

Mr. Loper previously worked as a project manager for a commercial construction company in Atlanta, Georgia, prior to choosing to return to the Gulf Coast. The time spent in Atlanta gave him vast knowledge in management, estimating, schedule and budget supervision. Mr. Loper has estimated over \$200 million of work and completed over \$100 million in commercial construction. He graduated from Auburn University with a bachelor's degree in Aerospace Engineering where he worked as a research and design student. Mr. Loper started his career with CrowderGulf in 2010, as Senior Project Manager (SPM) for the BP Oil Spill. As SPM, his role was managing over 1,200 personnel and 600 pieces of equipment. Managing several projects at once is Mr. Loper's strong point and the BP project consisted of simultaneously managing more than eight different major projects throughout the Alabama Gulf Coast for the BP Deep Horizon oil spill operation. These projects ranged from sand screening, dredging, hazardous waste handling and vessel operations, to side scan sonar work. All projects have cumulatively exceeded \$130 million in invoicing and total project cost.



In 2012 Mr. Loper took on the task as SPM to oversee CrowderGulf's Hurricane Sandy Response for the New Jersey Department of Environmental Protection Agency. The work consisted of waterway, marine, and marsh debris removal, totaling in over 450,000 cubic yards of debris removed and 109 vessels recovered. The project was called "Unprecedented" by the DEP commissioner as the largest waterway debris removal operation and set new guidelines with the Federal Government on how marine debris and dredging operations are conducted. While in New Jersey, Mr. Loper also managed a flood prevention (Harding) project using HESCO barriers, for JP Morgan Chase's national data center in Carlstadt, NJ. This project used temporary structures to effectively raise the building's relative flood plain. Towards the end of 2014 and his stay in New Jersey, Mr. Loper oversaw the removal of 6 massive derelict house boats in Southern New Jersey, which was funded under a NOAA Grant for coastal restoration and improvements. Mr. Loper is NIMS certified and holds general contractor licenses in the following states: Virginia, South Carolina, Georgia, Alabama, Mississippi, and Louisiana. (NIMS Trained)

John Campbell – Regional Director

Mr. Campbell has experience in disaster response planning and management since 1968. He has a B.S. degree in Political Science from the University of Southern Mississippi and a Masters degree in Logistics Management from the Florida Institute of Technology. After retirement from the U.S. Army as a full Colonel with 30 years of service, he served for six years as Chief of Operations for Lee County Emergency Management in Fort Myers, Florida. He has direct experience in debris recovery operations from Hurricane Iniki in Hawaii and Hurricanes Charley, Ivan and Wilma that impacted Southwest Florida. He also provided mutual aide to Escambia County, Florida following Hurricane Ivan. During his 36 years of public service, he amassed an extensive background in high-level management, disaster response and training. He also trains CrowderGulf clients in all facets of debris management, Incident Command System (ICS), National Incident Management System (NIMS) and the FEMA PA program process. Mr. Campbell was previously qualified as an accredited Professional Emergency Manager through the Florida Emergency Preparedness Association (FEPA) and remains active in the organization. (NIMS Certified Instructor)

**■ Disaster Administration Office Team****Leigh Anne Ryals, ALEM, CLEM – Emergency Management and Quality Control Specialist**

Mrs. Ryals has over 17 years of experience and training in Emergency Management. She has 11 years serving as an Emergency Management Director and 5 years serving as a Disaster Public Information Officer. She has worked 12 Presidential Disaster Declarations and one Incident of National Significance, the Deep Water Horizon oil spill, and of those disasters she served as Incident Commander for eight of those events. She is extremely knowledgeable with FEMA's public assistance policies and procedures and has been successful in the FEMA appeals process. She has served as a member of the FEMA Hurricane Liaison Team and testified before the 110th and 111th U.S. Congress on Hurricane Katrina Preparedness and Response Initiatives – Best Management Practices. Mrs. Ryals learned first-hand the type of documentation and determination it takes to be successful in an OIG / FEMA audit. She obtained valuable knowledge in documentation proper damage survey, reports/technical writing, and extensive knowledge on FEMA policy and procedure.



Mrs. Ryals is a Licensed and Certified Alabama Emergency Manager; and serves as a NIMS 300 & 400 Course Instructor and holds numerous FEMA and State Emergency Management Certifications. (NIMS Certified Instructor)

Jeff Zemlik – Safety Manager

Mr. Zemlik has been affiliated with the construction industry since a young age, starting his safety career by managing the safety department of his family's masonry company, which completed over 1.5 million safe work hours. His past projects have included the State of New Jersey after Hurricane Sandy in 2012, developing and directing the safety program for the BP Oil Spill for the State of Alabama, constructing the largest indoor primate house at Chicago's Brookfield Zoo and reworking furnaces in and around the steel mills of Gary, Indiana. He is currently charged with overseeing the Safety Department for CrowderGulf. Mr. Zemlik is a graduate of Indian River State College, earning degrees in both Organizational Management and Occupational Health and Safety. Currently he is enrolled at Columbia Southern working toward his masters in Occupational Health and Safety.

Mr. Zemlik holds certifications in USACE Construction Quality Management, USACE 385-1-1 40 hour, 40 hour HAZWOPER certificate and Instructor, SONS & TWIC, OSHA 10 hour General Industry, OSHA 510 & 500, Leadership & influence, DOT Supervisor and Root Cause & Incident Training. (NIMS Trained)

**Wesley Naile - Contracts Manager**

Mr. Naile has had experience in the disaster and recovery field since 2004 when he served in Volusia County, Florida as a CrowderGulf's Field Manager during Hurricane Charley, Frances and Jeanne. In 2005, he was assigned the role of Logistics Coordinator working out of the disaster administration office, coordinating materials, equipment and subcontractors to CrowderGulf's clients. Mr. Naile's roles now include the management of the pre-event contracts database information, coordinating with new and existing clients in establishing pre-event contract awards and contract documents and coordinating with clients on contract renewals. In 1999, he worked for Gulf Equipment Corporation Wireless Telecom Division on the southern east coast doing tower site build out. He has attended the University Of South Carolina Of Beaufort. He also served three years in the U.S. Army as a 12B Combat Engineer with an honorable discharge. (NIMS Trained)

**Andrew "Drew" Sprinkle - Project Manager**

Prior to joining the CrowderGulf team, Mr. Sprinkle worked as an Account Manager for a third party logistics provider in Chattanooga, TN. In this position, he managed multiple high volume logistics accounts for customers in the construction and steel industries. The cradle-to-grave business model of this company allowed Andrew to oversee all aspects of his accounts, giving him valuable knowledge in the many areas of project management. Upon coming aboard with CrowderGulf, Mr. Sprinkle was involved in debris removal and haul out operations in the Corpus Christi, TX area following hurricane Harvey. Most recently, Mr. Sprinkle worked as a Project Manager in Collier County, FL on a waterway debris removal project. Mr. Sprinkle has a BSBA Degree from Auburn University in Supply Chain Management. While studying at Auburn, Mr. Sprinkle served as a Student Project Management Consultant intern for the Port of Catania in Sicily, Italy. While there, he worked within a team of other international students to develop a solution plan that would allow for an increase in port traffic while maintaining safe and efficient operations. He holds certifications in OSHA 30, TWIC, and NIMS.

**Clayton Young – Senior Project Manager**

Mr. Young has been employed with CrowderGulf since 2010. He has served as the Texas and Louisiana client representative in that time, as well as project manager for a number of disaster activations. He spent parts of 2010-2011 in Galveston County Texas overseeing operations for a buyout mitigation program that turned 800 properties destroyed by Hurricane Ike, into green space on the Bolivar Peninsula. He was responsible for bidding and estimation of cost and reconstruction of these properties. After that project was completed, he spent time as a field supervisor in Alabama after the tornado outbreak in 2011. Mr. Young was promoted to a project manager and oversaw debris removal efforts in North Carolina for the NC DOT after Hurricane Irene, Montgomery and



Waller Counties in Texas after they were flooded on April 15, and Memorial Day in 2015. In addition, he was called to action in Central Louisiana for flood cleanup in 2016.

In 2017, Hurricane Harvey caused significant damage to the entire State of Texas and Clayton served as project manager for the Cities of Dickinson, Friendswood, La Marque, Santa Fe, Clear Lake Shores, Jones Creek, Lake Jackson and Galveston County. After completing those projects in 2018, he switched gears and managed waterway restoration projects under a contract with the Texas General Land Office on the Colorado, San Bernard, and Brazos Rivers, as well as Chocolate Bayou and Oyster Creek. In late 2018, after Hurricane Florence hit the East Coast and Carolinas, he managed the debris recovery operations in Duplin County North Carolina. In early 2019, Mr. Young headed back to the City of Dickinson, TX as project manager for the Dickinson Bayou cleanup and de-snagging project under the Natural Resources Conservation Service (NRCS)

Mr. Young has spent time studying and living abroad which has given him unique worldview and the ability to understand and communicate with a wide range individuals. He understands the bid process, contracting, mobilization, operation management, documentation and close out of disaster recovery projects. He excels at building close client relationships, business development and servicing pre-event contracts for Client's needs such as training and pre-planning. Clayton graduated from the University of North Texas where he focused on Entrepreneurial Management and International Business Practices. NIMS Trained

Amber Ramsay – Public/Community Relations and Marketing Manager

Ms. Ramsay has been CrowderGulf's Public/Community Relations and Marketing Manager since 2004. Throughout the year she interfaces with Clients and acts as CrowderGulf's (continuing education) Conference Coordinator. During a disaster, one of her main responsibilities is to liaison between CrowderGulf's Project Managers and USACE, elected officials, public work directors, incident commanders of Emergency Operations Centers and Clients. She coordinates directly with Public Information Officers and assists in the release of pertinent debris recovery operations to the citizens. Some of her field experience includes Field Supervisor in Pascagoula, MS after Hurricane Ivan in 2004, Lake Charles, LA after Hurricane Rita in 2005, Deere Park, TX after Hurricane Ike in 2008, and in Edenton, NC after Hurricane Irene in 2011 and Dauphin Island, AL after Hurricane Isaac in 2012. Prior to coming to CrowderGulf she was a Marketing/Sales Manager for McKenzie-Childs in New York City for 10 years. Ms. Ramsay is a Graduate of Auburn University. (NIMS Trained)



Gina Walley – Accounts Receivable Manager / Documentation Specialist

Ms. Walley has been the Accounts Receivable Manager and Documentation Specialist since 2005. She continually interfaces with clients and client representatives to build a strong team relationship to provide accurate documentation to support CrowderGulf work and eligibility. She works closely with clients during FEMA audits to provide necessary documentation in a timely manner. Her background in Computer Engineering Technology has helped her in creating and managing all in-house databases. Each database is specifically designed to meet the client's needs. In addition to client databases, she also builds databases that house pertinent company data such as contract information, subcontractor information and historical CrowderGulf information. Shortly after Hurricane Ike in 2008, she teamed with a programmer to build a unique and powerful database that has proven to increase accuracy in data recording. Ms. Walley's experience has spanned across more than 20 major hurricane events as well as numerous non-disaster related projects. (NIMS Trained)



Jenny Todd – Subcontractor Compliance Manager

Ms. Todd manages, develops and promotes CrowderGulf's Subcontracting Department focusing on Small/Minority Business subcontractors for each region. Her focal point is to contact and localize subcontractors during and after the RFP development phase in an effort to maintain community involvement and maximize local small /minority businesses participation. In 2003, she earned a Bachelor of Science degree in Marketing and a minor in Mathematics from the University of Alabama. After graduation, she joined a law firm in Tuscaloosa. In 2005 she joined the CrowderGulf Team which was during the rebuilding process along the Gulf Coast after Hurricane Katrina. The legal experience she gained made her the ideal candidate to oversee the subcontracting operations. (NIMS Trained)



Resumes will be provided upon request.

No employee identified for anticipated assignment to the City's Site Management Team has ever been a defendant in any proceeding involving or arising out of debris removal services.

Additional Personnel

The following is a partial list of CrowderGulf's available management, administrative, and supervisory personnel (full resumes are available upon request) who, depending on the scope of work, may be assigned to the contract:

Full Time and DAO Personnel

Personnel	Debris Management Skills	Personnel	Debris Management Skills
John Aaron Ramsay	Superintendent, Sub Contractor Crew Foreman	Andrew Sprinkle	Field Supervisor
Lyman M. Ramsay	Senior Project Manager	Tom Robinson	Field Supervisor
James Thompson	Foreman	Kelly Williamson	Subcontractor Accounts Payable Mgr, DAO
Ercil Goodwin, PLS	Professional Land Surveyor, Project Manager	Gabriel Rel	Field Supervisor
Hough Holton	Project Manager/Field Supervisor	Jim Rinehart	Field Supervisor
Mike Moulder	Project Coordinator	Donna Suters	Accounting, Documentation Management
Howard Turner	Project Manager/Field Supervisor	Jenny James	Accounting, Documentation Management
John Bush	Project Coordinator/Field Supervisor	Mary Turner	Logistics, Contract Management
Daryl Moulder	Field Supervisor	Desiree Matlack	Project Manager, Field Supervisor
Larry Hedgepath	Project Manager, Account Manager	Charles Clark	Field Supervisor
Kelly Pridgen	Project Manager, Account Manager	Ronald Thorson	Field Supervisor
Melinda Edwards	Executive Administrative Assistant	Kerrie Noll	RFP Coordinator

Additional Field Personnel

Personnel	Debris Management Skills	Personnel	Debris Management Skills
Jay Bender	Project Manager	Jan Leggett	Project Manager
Patrick Bernier	Project Manager	Lee Leggett	Project Manager
Anthony Bishop	Project Manager	Leigh Loper	Project Manager
James Brewer	Project Manager	Mark Loper	Project Manager
Isam Brisco	Project Manager	Matt Lucas	Project Manager
Jesus Carretie	Project Manager	Barry Lund	Project Manager
Vance DeHart	Project Manager	Desiree Matlack	Project Manager
Cliff Drinkwater	Project Manager	Lew Najor	Project Manager
Ronnie Duhon	Project Manager	Jim Poore	Project Manager
Ron Edge	Project Manager	Mark Powell	Project Manager
Dru Fontenot	Project Manager	Jim Ransom	Project Manager
Ken Francisco	Project Manager	Gabriel Rel	Project Manager
Kenny Fredriksen	Project Manager	Sam Roberts	Project Manager
Jim Frye	Project Manager	Tom Robinson	Project Manager
Ray Gill	Project Manager	Tim Smith	Project Manager
Eric Hall	Project Manager	Ron Thorson	Project Manager
LD Harris	Project Manager	Howard Turner	Project Manager
Roy Hayes	Project Manager	Joe Van Vactor	Project Manager
Dan Hayes	Project Manager	Freddy Willis	Project Manager
Joe Hayes	Project Manager	Mike Wimberly	Project Manager
Philip Hill	Project Manager	Mary Ann Wolfson	Project Manager
Barton Holmes	Project Manager	Marc Wolfson	Project Manager
Gene Hope	Project Manager	Charles Wright	Project Manager

➤ Personnel Certifications and Understanding of Governmental Programs

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists. Numerous certifications are held by all of our key management staff as well as our field operations staff. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General. Our staff is well-versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff holds numerous FEMA course certifications and a number of OSHA Health & Safety and Hazardous Materials certifications. CrowderGulf employees are required to attend State and National conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

Additional Courses that are relevant to Debris Management that are held by staff members include the following:

Course No.	Course Name	Course No.	Course Name
IS 1	Emergency Program Mgr.	IS-75	FEMA Military Resources and EMA
IS-2	Emergency Preparedness in the USA	IS-101/102	Deployment Basics
IS-5	Intro to Hazardous Materials	IS-111	Livestock in Disaster
IS-10/11	Animals in Disaster	IS-120	Introduction to exercises
IS-27	Orientation to FEMA logistics	IS-139	Exercise Design
IS-30/31	Mitigation eGrants training	IS-208	State Disaster Management
IS-45.11	FEMA Safety Orientation	IS-230	Principals of Emergency Management
IS-55	Household Hazardous Materials	IS-235	Emergency Planning
IS-240	Leadership & Influence	IS241	Decision Making and Problem Solving
IS-242	Effective Communications	IS-250	Emergency Support Functions
IS-324	Community Hurricane Preparedness	IS-403	Individual Assistance
IS-630	Intro to Public Assistance Process	IS-631	Public Assistance Operations
IS-632	Intro to Debris Ops in FEMA's PA Program		Oil and Hazardous Materials Response
G202	Debris Management	G363	Hurricane Readiness
G 385	Disaster Response and Recovery Operations	FEMA	EMI Professional Development Series
	Debris Management Planning Course for State Tribal and locals		Side Scan Sonar Systems Introduction and Side Scan Sonar Systems Operators Course
OSHA	HazWoper Training	ICS 363	Hurricane Readiness
	Asbestos Contractor Supervisor	L449	ICS Incident Command Train the Trainer
IS 100	Intro to ICS	IS 200	ICS for single resources & Initial Action Incidents
IS300	Intermediate ICS	IS 400	Advanced ICS
IS 700	Intro into the National Incident Mgt. System	NIMS 800a	National Response Plan
NIMS 700/701a	Multi Agency Coordination System (MAC)	NIMs 702	NIMS Public Information System
703	NIMS Resource Management	IS 803	Emergency Support Functions PW

CrowderGulf's Certifications & Training

The following is a short list of certificates and training specialized by CrowderGulf personnel. There are over 135 additional certifications and training certificates available upon request.



FEMA | Emergency Management Institute

Emergency Management Institute



This Certificate of Achievement is to acknowledge that

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course

IS-00700a
National Incident Management System (NIMS)
An Introduction

(Issued this 24th day of March, 2017)



Signature of Participant
Signature of Instructor
Signature of Evaluator

IS-00100 - Intro to Incident Command Systems

John Ramsay	Desiree Matlack	Margaret Wright
Buddy Young	Don Madio	Mark Loper
John Campbell	Donna Suters Eric Hall	Mike Moulder
Ashley Ramsay	Gary Jones	Nick Pratt
Amber Ramsay	Gina Walley	Reid Loper
Andrew Sprinkle	Jenny Todd	Ronald Thorson
Barrett Holmes	Jeff Zemlik	Vance DeHart
Brian Smallwood	Leigh Anne Ryals	Wes Naile
Charles Clark	Lisa Baldwin	Wilber Ledet
Clayton Young		

IS-230 - Principles of Emergency Management

Leigh Anne Ryals Linda Lucas

IS-00242 - Effective Communication

Reid Loper Mike Moulder
Leigh Anne Ryals

IS-00700 - Intro to National Incident Management System (NIMS)

John Ramsay	Don Madio	Margaret Wright
Buddy Young	Donna Suters	Mark Loper
John Campbell	Eric Hall	Mike Moulder
Ashley Ramsay	Gary Jones	Nick Pratt
Amber Ramsay	Gina Walley	Reid Loper
Andrew Sprinkle	Jenny Todd	Ronald Thorson
Barrett Holmes	Jeff Zemlik	Vance DeHart
Brian Smallwood	Leigh Anne Ryals	Wes Naile
Clayton Young	Lisa Baldwin	Wilber Ledet
Desiree Matlack		

IS-300 - Intermediate ICS

IS-300 Instructors: John Campbell and Leigh Anne Ryals

Reid Loper Jeff Zemlik

IS-00200 - ICS for Single Resources & Initial Action Incidents

John Ramsay	Donna Suters	Mike Moulder
Buddy Young	Don Madio	Mark Loper
John Campbell	Eric Hall	Nick Pratt
Ashley Ramsay	Gary Jones	Reid Loper
Amber Ramsay	Gina Walley	Ronald Thorson
Andrew Sprinkle	Jenny Todd	Vance DeHart
Barrett Holmes	Jeff Zemlik	Wes Naile
Brian Smallwood	Leigh Anne Ryals	Wilber Ledet
Clayton Young	Margaret Wright	

IS-00235 - Emergency Planning

Leigh Anne Ryals Linda Lucas

IS-00632 - Intro to Debris Opers in FEMA's Public Asst. Program

Reid Loper Donna Suters Mike Moulder
Leigh Anne Ryals

IS-00800 - Intro to National Response Plan (NRP)

John Ramsay	Clayton Young	Margaret Wright
Buddy Young	Donna Suters	Mark Loper
John Campbell	Don Madio	Mike Moulder
Ashley Ramsay	Eric Hall	Nick Pratt
Amber Ramsay	Gary Jones	Reid Loper
Andrew Sprinkle	Gina Walley	Ronald Thorson
Barrett Holmes	Jenny Todd	Vance DeHart
Brian Smallwood	Jeff Zemlik	Wes Naile
Charles Clark	Leigh Anne Ryals	Wilber Ledet

IS-400 - Advanced ICS Command & General Staff IS-400

Instructors: John Campbell and Leigh Anne Ryals

Reid Loper Jeff Zemlik

OSHA 30 Hour – Construction			Hazwoper – Hazardous Waste Operations and Emergency Response		
John Ramsay Buddy Young John Campbell Barrett Holmes Brian Smallwood Clayton Young Eric Hall Ronald Thorson Mike Moulder Mark Loper	Jeff Zemlik Lisa Baldwin Charles Clark Andrew Sprinkle Nick Pratt Reid Loper Vance DeHart Wes Naile Wilber Ledet		Brian Smallwood Jason Zirlott Jeff Zemlik John Campbell Nick Pratt Reid Loper	Ronnie Duhan Mark Loper Wilber Ledet Vance Dehart.	
OSHA Misc.			Watershed Management Training		
OSHA 10 Hour General industry	Brian Smallwood Jeff Zemlik		Brian Smallwood Jeff Zemlik Reid Loper	Brandi Snell Clayton Young Leigh Anne Ryals	
OSHA 500 – Train the trainer	Jeff Zemlik				
U.S.A.C.E. – Q.C.M (Construction Quality Management)			T.W.I.C. Card		
Brian Smallwood Jason Zirlott Jeff Zemlik Reid Loper Don Madio	John Campbell Leigh Anne Ryals Margaret Wright Nick Pratt Barret Holmes		Reid Loper Jeff Zemlik Wilber Ledet	Brian Smallwood Nick Pratt Drew Sprinkle	
First Aid/CPR			Misc. Training		
Buddy Young Clayton Young John Campbell Ashley Ramsay Amber Ramsay Andrew Sprinkle Barrett Holmes Brian Smallwood Clayton Young Donna Suters Margaret Wright Mark Loper Mike Moulder Nick Pratt	Desiree Matlack Eric Hall Reid Loper Vance DeHart Gary Jones Gina Walley Jenny Todd Jeff Zemlik Leigh Anne Ryals Charles Clark Ronald Thorson	 Wes Naile Wilber Ledet	Asbestos Supervisor Asbestos Inspector USACE 385-1-1 40 hour	Jeff Zemlik Jeff Zemlik Jeff Zemlik	 

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.C.**TO:** City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 10/26/2022**SUBJECT:** Miscellaneous Electrical Maintenance Services, authorization to renew contract

I. BACKGROUND: The Public Works Department has limited manpower and is not equipped to perform electrical services. For these more comprehensive projects, it is necessary to outsource the work to vendors who have the equipment, manpower and expertise. D&D Air Conditioning, Heating and Electrical Services Inc. has satisfactorily provided these services under the current miscellaneous electrical continuing services contract which was effective December 2, 2019.

II. DISCUSSION: The signing of this contract by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council.

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

IV. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): Over \$600,000 has been budgeted to hire continuing services contractors to do repairs and maintenance is budgeted in the FY 2023 Adopted Budget for Operations (Repairs and Maintenance object 546000). Executing this agreement will not result in an encumbrance of funds. Encumbrances will be made against the adopted budget as each work order is issued throughout the year. In accordance with our Procurement Policy, any work orders for more than \$15,000 will be brought forth to Council for approval before encumbering and granting a notice to proceed.

C. Level of Service (LOS): No change.

D. Legislative Sponsor:

III. CONCLUSION: This action allows for the fourth of four possible contract extensions for miscellaneous electrical services.

IV. RECOMMENDED MOTION: I move that the contract for miscellaneous electrical services be extended for twelve months from January 1, 2023 to December 31, 2023 for D&D Air Conditioning, Heating and Electrical Services Inc. and authorize the City Manager to execute the contract extension on behalf of the City.

Attachments:

1. ATT1 D&D Electrical Services
Contract 2019
2. ATT2 D&D Electrical FY23 Contract
Extension

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT

On December 2, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of D & D Air Conditioning, Heating & Electrical Services, herein referred to as the **Contractor**, to supply miscellaneous electrical services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT:

1. Entire Contract:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is for supplying the City with all applicable electrical work for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from January 1, 2020 through September 30, 2020 and is for supplying the City with miscellaneous electrical services.

4. Time for Performance:

The Contractor agrees to provide electrical services for the satisfactory approval and acceptance by the City.

5. Compensation:

All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

a. Requests for Compensation (Invoices) shall be accompanied by the following:

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the

work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.3 Sovereign Immunity

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

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

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

15.7 Notices

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

15.8 Public Records

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

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

As to the City:

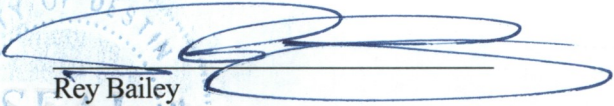
Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

D & D Air Conditioning,
Heating & Electrical Services
PO Box 5239
Destin, FL 32540

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 19th day of DECEMBER, 2019.

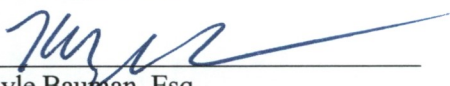
ATTEST:


Rey Bailey
City Clerk

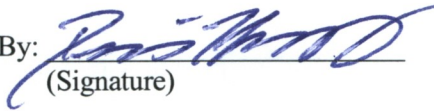
CITY OF DESTIN

By: 
Lance Johnson
City Manager

As to Legal Form:

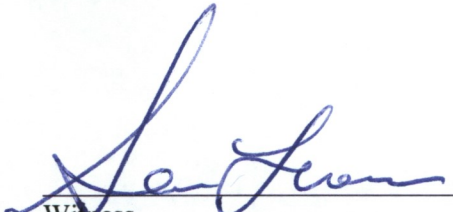

Kyle Bauman, Esq.
City Attorney

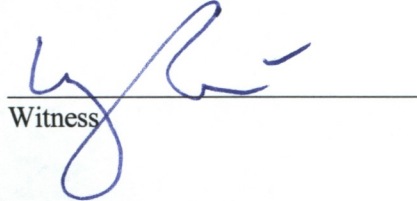
D & D Air Conditioning, Heating & Electrical Services
CONTRACTOR:

By: 
(Signature)

Dennis Thomas
(Printed Name)

Its: president
(Title)


Witness


Witness

Bid Form Page 1

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 19-07-PW
MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT**

PART I Bid submitted by:

Company: D&D Air Conditioning, Heating & Electrical Services
 Address: PO Box 5239
 City & State: Destin, FL Zip Code: 32540-5239
 Telephone: () (850) 650-3995 E-mail: admin@dndservices.com Fax: () (850) 650-4454
 Number of Years in Business: 22 Years Contact Name Dennis Thomas

PART II Bidding RFB No. 19-07-PW, MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT:

<u>ITEM</u>	<u>UNIT PRICE</u>
1. Labor	
a. Electrical Service Work per hour	\$ <u>65.00</u>
Additional charges, if any associated with service call such as:	
b. Electrician per hour	\$ <u>65.00</u>
c. Electricians Helper per hour	\$ <u>35.00</u>
d. Laborer per hour	\$ <u>25.00</u>
e. Bucket Truck per hour	\$ <u>125.00</u>
f. Mobilization or travel time cost (if applicable)	\$ <u>na</u>
2. Materials and Supplies:	
Materials and supplies will be billed at contractor's wholesale price or contractors wholesale price plus <u>20</u> %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.	
3. Please list any additional costs associated with the above services and materials:	
<u>Basic test and location equipment for electrical and datacom</u>	\$ _____
<u>service included in hourly rate</u>	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Bid Form Page 2

City of Destin, Florida

RFB No. 19-07-PW, MISCELLANEOUS ELECTRICAL CONTINUING SERVICES CONTRACT

Bid Form Page 5

PART III Certifications:

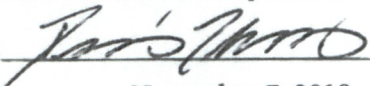
In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Dennis Thomas - President

(Print or Type)

Signature: 

Date of Bid: November 7, 2019

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

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

END OF BID FORM

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of January 2023 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and D&D Air Conditioning, Heating and Electrical Inc. The purpose of this agreement is to extend for twelve months a contract for services dated December 2, 2019 between the City of Destin and D&D Air Conditioning, Heating and Electrical Inc. to provide miscellaneous electrical services for the City. This agreement will begin on January 1, 2023 and will extend through December 31, 2023.

This is the 4th of 4 possible extensions.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree to add a jury trial waiver, and a public records provision, as follows:

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 2, 2019 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

(Signature)

(Signature)

City of Destin

By: _____
Lance A. Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

D&D Air Conditioning, Heating and Electrical Inc.

By: _____
(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 10/26/2022

SUBJECT: Miscellaneous Fire and Security Monitoring, authorization to renew contract

I. BACKGROUND: The City maintains a Continuing Services Contract for Fire and Security Monitoring.

II. DISCUSSION: The Continuing Services contractor provides 24-7 fire and security monitoring for several City Facilities and will provide installation services and support for other systems such as security cameras. Late in 2020, City Hall and the Maintenance Building on Commons Drive had fire monitoring systems installed and the monitoring these systems began shortly afterwards. The cost of monitoring these additional buildings was approved by City Council for FY22 and is referenced as "as amended" in the renewal language.

Attachments Include:

ATT1 The original contract from 2020

ATT2 Amendment No. 1

ATT3 FY23 Contract Extension

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

I. Financially Sound City providing Service Excellence

II. Enhanced Quality of Life and Safety for Families

VI. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): The twelve-month encumbrance for Fire and Security Monitoring is \$3960 (January 2023 - December 2023) to be coded as follows against the FY 2023 Budget:

	0151324 2/3 City Hall and Facilities				0152442 Code 1/3 City Hall
	0151531 2/3 Annex	11152441 1/3 Annex			
546000 Repairs & Maintenance	\$ 10,950	\$ 10,925	\$ 45,975	\$ 16,350	
FY23 Adopted Budget	10,950	10,925	45,975	16,350	
Previous Expenses/Encumbrances	-	-	-	-	
Available Program Budget	10,950	10,925	45,975	16,350	
This Agreement +(-)	(427)	(213)	(1,433)	(287)	
FY23 Remaining Program Budget	\$ 10,523	\$ 10,712	\$ 44,542	\$ 16,063	

	0157587 Community Center			0157180 Library	0157284 Morgans	TOTAL
546000 Repairs & Maintenance	\$ 28,650	\$ 1,500	\$ 25,000	\$ 139,350		
FY23 Adopted Budget	28,650	1,500	25,000	139,350		
Previous Expenses/Encumbrances	-	-	-	-		
Available Program Budget	28,650	1,500	25,000	139,350		
This Agreement +(-)	(640)	(640)	(320)	(3,960)		
FY23 Remaining Program Budget	\$ 28,010	\$ 860	\$ 24,680	\$ 135,390		

The encumbrance details will be entered as follows:

PO Line	Location	Org	Cost per Month	QTY months	Total
1.00	City Hall Annex 2/3	0151531 Com Dev	\$ 35.56	12.00	\$ 426.72
1.00	City Hall Annex 1/3	11152441 Bldg	\$ 17.78	12.00	\$ 213.36
2.00	City Hall Security 2/3	0151324 Gen Gov Facilities	\$ 17.78	12.00	\$ 213.36
2.00	City Hall Security 1/3	0152442 Code	\$ 8.89	12.00	\$ 106.68
3.00	Community Center	0157587 Com Ctr	\$ 53.33	12.00	\$ 639.96
4.00	Library	0157587 Library	\$ 53.33	12.00	\$ 639.96
5.00	Morgans	0157284 Morgans	\$ 26.67	12.00	\$ 320.04
6.00	Public Works Maint Facility Security	0151324 Gen Gov Facilities	\$ 26.67	12.00	\$ 320.04
7.00	City Hall Fire 2/3	0151324 Gen Gov Facilities	\$ 30.00	12.00	\$ 360.00
7.00	City Hall Fire 1/3	0152442 Code	\$ 15.00	12.00	\$ 180.00
8.00	Public Works Maint Facility Fire	0151324 Gen Gov Facilities	\$ 45.00	12.00	\$ 540.00
					\$ 3,960.12

C. Level of Service (LOS): This service provides surety that several of the City's buildings have functional fire and security monitoring equipment along with 24-7 monitoring services. This will be the second extension of the contract.

D. Legislative Sponsor:

III. CONCLUSION: By passing this motion, the City Manager will be authorized to renew the contract with the existing provider, B&C Fire Safety, LLC.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute a twelve-month contract extension for Fire and Security Monitoring with B&C Fire Safety, LLC.

Attachments:

1. ATT1 Current Misc. Security & Fire Monitoring Contract
2. ATT2 B&C Fire Security Monitoring Amendment 1
3. ATT3 B&C Fire and Security Monitoring FY23 contract extension

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS SECURITY & FIRE MONITORING CONTINUING SERVICES CONTRACT

On JULY 6, 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of B&C Fire Safety, herein referred to as the **Contractor**, to supply miscellaneous security and fire monitoring services for certain City-owned and maintained properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS SECURITY AND FIRE MONITORING CONTRACT:

1. Entire Contract:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is for supplying the City with all applicable miscellaneous security and fire monitoring services for specific City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from **September 1, 2020** through **September 30, 2021** and is for supplying the City with miscellaneous security and fire monitoring services. Upon the agreeance of both parties, this contract is eligible for up to four one-year renewals.

4. Time for Performance:

The Contractor agrees to provide miscellaneous security and fire monitoring services to the satisfactory approval and acceptance by the City.

5. Compensation:

All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

a. Requests for Compensation (Invoices) shall be accompanied by the following:

1. A description of the Work performed and a copy of the document (such as an email) that initiated said Work;
2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
3. Dates when these services were performed and the names of Contractor's staff who

performed billable Work.

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Works Director or designee. The Public Works Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Works Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all

documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.3 Sovereign Immunity

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

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

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

15.7 Notices

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

15.8 Public Records

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

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

As to the City:

Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

B&C Fire Safety, Inc.
823 Navy Street
Pt. Walton Beach, FL 32547

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 11TH day of AUGUST, 2020.



SEAL

CITY OF DESTIN

By: [Signature]
Lance Johnson
City Manager

As to Legal Form:

[Signature]
Kyle Bauman, Esq.
City Attorney

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

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As to the City:

Lance Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

B&C Fire Safety, Inc.
823 Navy Street
Ft. Walton Beach, FL 32547

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 2020.

ATTEST:

Rey Bailey
City Clerk

SEAL

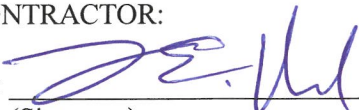
CITY OF DESTIN

By: Lance Johnson
Lance Johnson
City Manager

As to Legal Form:

Kyle Bauman, Esq.
City Attorney

B&C Fire Safety, Inc.
CONTRACTOR:

By: 
(Signature)

ZACHARY E. HOUSLEY
(Printed Name)


Witness


Witness

Its: BUSINESS DEV. MGR.
(Title)

EXHIBIT A

**CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 20-07-PS
MISCELLANEOUS SECURITY & FIRE MONITORING CONTINUING SERVICES
CONTRACT**

PART I Bid submitted by:

Company: B&C Fire Safety, Inc.
Address: 823 Navy Street
City & State: Fort Walton Beach, FL Zip Code: 32547
Telephone: (850) 862-7812 Email: zack@bcfiresafety.com
Number of Years in Business: 45 Contact Name Zack Hausley

PART II Bidding RFB No. 20-07-PS, Miscellaneous Security & Fire Monitoring Continuing Services Contract, as follows:

Selected bidder must be able to monitor and perform repairs/maintenance to existing alarm equipment and be capable of installing upgrades or expand existing systems if requested.

<u>ITEM</u>	<u>PRICE</u>
1. Labor cost per hour for repairs/maintenance/installation/etc.	\$ <u>95.00</u>
2. Materials and supplies billed at contractor's price or contractor's price plus _____ %. Preference may be given to contractors providing materials at cost. Contractor must supply material invoices with pay requests.	<u>15</u> %
3. Annual Cost for Monitoring Security & Fire Alarm Systems for the following buildings:	
City Hall Annex	\$ <u>640.00/yr</u>
City Hall	\$ <u>320.00/yr (security)</u>
Community Center	\$ <u>640.00/yr</u>
Destin Library	\$ <u>640.00/yr</u>
Morgan Sports Center (Main Bldg.)	\$ <u>320.00/yr (security)</u>
Public Works Maintenance Facility	\$ <u>320.00/yr (security)</u>

11. Please list any other available services and costs associated to Miscellaneous Security & Fire Monitoring:

Cellular Monitoring for all locations	See addendum titled
_____	\$ "cellular monitoring
_____	conversion.
_____	\$ _____
_____	\$ _____
_____	\$ _____

**AMENDMENT NO. 1 TO
MISCELLANEOUS SECURITY & FIRE MONITORING CONTRACT
BETWEEN
CITY OF DESTIN
AND
B&C FIRE SAFETY INC.**

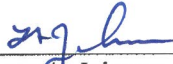
THIS AMENDMENT is made and entered into this twenty-first day of December 2020, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **B&C Fire Safety, Inc.** (hereinafter referred to as "CONTRACTOR"), to amend the Miscellaneous Security and Fire Monitoring Services Contract dated August 11, 2020; and

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

1. City Hall Fire Monitoring: CONTRACTOR will provide Fire Monitoring services for Destin City Hall for \$540 per year.
2. Public Works Facility: CONTRACTOR will provide Fire Monitoring services for the Destin Public Works facility for \$540 per year.
3. The cost of annual Monitoring Services for each facility will be prorated as appropriate for the remainder of FY21.

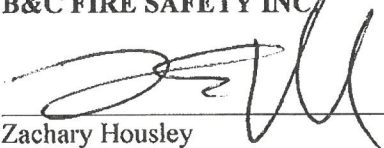
IN WITNESS WHEREOF, the City and Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF DESTIN



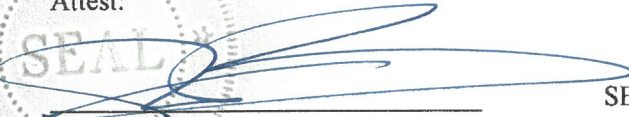
Lance A. Johnson
City Manager

B&C FIRE SAFETY INC.



Zachary Housley
Business Development Manager

Attest:



City Clerk

SEAL

EXHIBIT
None

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of January 2023 is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and B&C Fire Safety, Inc. The purpose of this agreement is to extend for twelve months a contract for services effective September 1, 2020, as amended, between the City of Destin and B&C Fire Safety to provide miscellaneous fire and security monitoring services for the City. This agreement will begin on January 1, 2023 and will extend through December 31, 2023.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree to add a jury trial waiver, and a public records provision, as follows:

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of

Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract effective September 1, 2020 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This is the 3rd of 4 possible extensions.**

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

CITY OF DESTIN

(Signature)

By: _____
Lance A. Johnson
City Manager

(Signature)

ATTEST: _____
REY BAILEY
City Clerk

Witnesses:

B&C Fire Safety, Inc.

(Signature)

By: _____
(Signature)

(Signature)

(Name & Title)

ATTEST:

(Signature)

(Name & Title)

Distribution: 1 Original to – City Clerk, Vendor
1 Copy to – PS, Fin, Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.E.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 10/20/2022

SUBJECT: Authorization to purchase a John Deere 35G Mini-Excavator, Sourcewell
Contract Pricing

I. BACKGROUND:

II. DISCUSSION: Currently, the City of Destin's Department of Public Works does not have a mini-excavator in its equipment inventory. This equipment will be used to rehabilitate and install new stormwater management swales and perform other site work in tight spaces and where the use of a large backhoe unit would be impractical. The installation and on-going maintenance of swales was budgeted for FY23 as a capital improvement item and is consistent with the City's Stormwater Master Plan. This equipment could also be used by staff in support of emergency response efforts.

Attachments Include:

ATT1: Quote from Beard Equipment with State Contract pricing

ATT2: Stock photo of desired equipment, JD 35G

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

> A green and sustainable environment

> Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): Funds were budgeted to purchase vehicles and motorized equipment in project code RRVEH.

	30058585
	Renew & Replace
564000-RRVEH	
Equipment-Vehicles	\$ 598,000
FY23 Adopted Budget	598,000
Previous Expenses/Encumbrances	-
Available Program Budget	598,000
This Agreement +(-)	(61,215)
FY23 Remaining Program Budget	\$ 536,785

C. Level of Service (LOS): Improved ability to install stormwater management swales and to perform earthwork in tight spaces. Enhanced ability to perform Emergency Management response activities.

D. Legislative Sponsor:

III. CONCLUSION: By approving this motion, staff will order a John Deere mini-excavator through the State Contract.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to purchase a John Deere mini-excavator from Beard Equipment for \$61,215.00.

Attachments:

1. ATT1: Destin JD Mini Excavator 35G Quote
2. ATT2: JD 35G stock photo

Quote Summary

Prepared For:
CITY OF DESTIN
FL

Prepared By:
NICK SMITH
Beard Equipment Company
3195 W Nine Mile Road
Pensacola, FL 32534-9444
Phone: 850-476-0277
nsmith@beardequipment.com

Sourcewell Contract #032119-JDC

Quote Id: 27567994
Created On: 05 October 2022
Last Modified On: 05 October 2022
Expiration Date: 31 October 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 35G Compact Excavator	\$ 79,664.00	\$ 61,215.00 X	1 =	\$ 61,215.00
Equipment Total				\$ 61,215.00

Quote Summary

Equipment Total	\$ 61,215.00
SubTotal	\$ 61,215.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 61,215.00
Balance Due	\$ 61,215.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 27567994

JOHN DEERE 35G Compact Excavator

Hours: 0
Stock Number: 500016

Suggested List
\$ 79,664.00

Code	Description	Qty
0050FF	JOHN DEERE 35G COMPACT EXCAVATOR	1

Standard Options - Per Unit

3125	300MM RUBBER TRACK	1
4150	SUSPENSION SEAT - CLOTH	1
7120	5'8"(1.72M)LONG ARM/LNG LEAD	1
8185	CAB WITH HEATER & AIR CONDIT	1

Dealer Attachments

BYT11478	Hydraulic Quick Disconnect Kit for Selector Valve	1
BYT10967	24 in. (610 mm) Heavy Duty Bucket; 4.0 cu. ft. (0.11 cu. m) (4 Teeth Included)	1
BYT11907	12 in. (305 mm) Heavy Duty, 1.5 cu. ft. (0.04 cu. m), 35 Size Pin Grabber Coupler Bucket	1
BYT11548	Hydraulic Gray Clamp	1
BYT10970	34 in. (863 mm) Ditch Cleaning Bucket; 5.9 cu. ft. (0.17 cu. m) (No Teeth)	1



35G

Compact Excavator

- Net Power: 17.4 kW (23.3 hp)
- Max. Digging Depth: 3.06 m (10 ft. 0 in.)
- Operating Weight: 3690 kg (8,135 lb.)

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.F.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 10/20/2022

SUBJECT: Authorization to Purchase a John Deere 5075M tractor, Sourcewell Pricing

I. BACKGROUND: This item authorizes the purchase of a JD 5075M tractor for use by the Department of Public Works.

II. DISCUSSION: The City's Department of Public Works currently has a similar unit that is 18 years old and is not operable. The purchase of this tractor will allow staff to continue to mow rights-of-way and larger tracts of City-maintained property as it will utilize an existing bush-hog style mowing attachment.

Attachments Include:

ATT1: Quote for 5075M tractor from Beard Equipment, Sourcewell Contract Pricing

ATT2: Stock Photo of a JD 5075M

Note: The attached quote differs from the stock photo as the unit requested has a closed/climate-controlled cab.

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

> A Green and Sustainable Environment

> Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): Funds were budgeted in project code RRVEH to purchase motorized equipment and vehicles.

	30058585
	Renew & Replace
564000-RRVEH	\$ 598,000
Equipment-Vehicles	
FY23 Adopted Budget	598,000
Previous Expenses/Encumbrances	(61,215)
Available Program Budget	536,785
This Agreement +(-)	(65,541)
FY23 Remaining Program Budget	\$ 471,244

C. Level of Service (LOS): This purchase is consistent with the City's Renewal and Replacement Program. It will be replacing an identical unit that is 18 years old and is no longer functioning as the rear-end has gone out.

D. Legislative Sponsor:

III. CONCLUSION: Approval of this item will allow staff to secure this piece of equipment for grounds and right-of-way maintenance and will replace a non-functional unit.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to purchase a John Deere 5075M series Utility Tractor from Beard Equipment for \$65,514.00.

Attachments:

1. ATT1: Destin 5075M Tractor Quote
2. ATT2: JD 5075M stock photo

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address (no PO box)
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

David Campbell

Beard Equipment Company
33 Industrial Ct
Freeport, FL 32439

Tel: 850-835-3337

Fax: 850-835-3339

Email: dcampbell@beardequipment.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

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

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

Quote Summary

Prepared For:

City Of Destin
FL

Delivering Dealer:

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

Quote ID: 27567929
Created On: 05 October 2022
Last Modified On: 06 October 2022
Expiration Date: 31 October 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5075M Utility Tractor	\$ 83,993.00	\$ 65,514.54 X	1 =	\$ 65,514.54
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)				
Price Effective Date: October 4, 2022				
Equipment Total				\$ 65,514.54

Quote Summary

Equipment Total	\$ 65,514.54
Trade In	
SubTotal	\$ 65,514.54
Est. Service Agreement Tax	\$ 0.00
Total	\$ 65,514.54
Balance Due	\$ 65,514.54

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 27567929

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

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

JOHN DEERE 5075M Utility Tractor

Hours:
Suggested List *
Stock Number:
\$ 83,993.00
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Selling Price *
\$ 65,514.54
Price Effective Date: October 4, 2022

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
251GPY	5075M Utility Tractor	1	\$ 67,508.00	22.00	\$ 14,851.76	\$ 52,656.24	\$ 52,656.24
Standard Options - Per Unit							
182A	Less AutoTrac™/Less ISOBUS	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
183A	JDLink™ Capable	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operators Manual	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less Package	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1380	PowrReverser™ 16F/16R 40 km/h	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1725	Loader Prep Package	1	\$ 2,110.00	22.00	\$ 464.20	\$ 1,645.80	\$ 1,645.80
1950	Less Application	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2055	Standard Cab	1	\$ 14,681.00	22.00	\$ 3,229.82	\$ 11,451.18	\$ 11,451.18
2120	Air Suspension seat	1	\$ 1,037.00	22.00	\$ 228.14	\$ 808.86	\$ 808.86
2400	Less Instructional Seat	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirror Telescopic LH & RH	1	\$ 373.00	22.00	\$ 82.06	\$ 290.94	\$ 290.94
3025	Corner Post Deluxe Exhaust	1	\$ 737.00	22.00	\$ 162.14	\$ 574.86	\$ 574.86
3326	3 Mechanical Stackable Rear SCV	1	\$ 1,083.00	22.00	\$ 238.26	\$ 844.74	\$ 844.74
3430	3 Stackable Mid SCVs with Mechanical Joystick Control	1	\$ 946.00	22.00	\$ 208.12	\$ 737.88	\$ 737.88
3820	Two Speed PTO - 540/540E	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4000	Less Front Hitch	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4010	Mechanical Rear Hitch Control	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4110	Telescoping Draft Links with Ball End - Category 2	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4160	LH Only Adjustment Lift Link	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 27567929

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

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

4210	Mechanical Center Link with Ball Ends - Category 2	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4310	Basic Drawbar	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4420	LH & RH Stabilizer Bar	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flange Axle	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
5090	Steel Rear Wheels	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
5192	19.5L-24 In. 10PR R4 Bias	1	\$ -2,527.00	22.00	\$ -555.94	\$ -1,971.06	\$ -1,971.06
5999	No Tire Brand Preference	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD Front Axle	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
6133	12.5/80-18 In. 12PR R4 Bias	1	\$ -1,955.00	22.00	\$ -430.10	\$ -1,524.90	\$ -1,524.90
Standard Options Total			\$ 16,485.00		\$ 3,626.70	\$ 12,858.30	\$ 12,858.30
Technology Options/Non-Contract/Open Market							
1900	Less Display	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 83,993.00		\$ 18,478.46	\$ 65,514.54	\$ 65,514.54



5075M

Utility Tractor

★★★★☆ 3.5 (6) [Write a review](#)

- PowrReverser™ 16F/16R and 32F/16R Hi-Lo transmission options
- Choose climate-controlled cab or open station
- Hitch lift capacity of 5,150 lb (2,336 kg) with an option of 5,950 lb (2,699 kg)

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.G.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 10/26/2022

SUBJECT: Approval of Speed Hump (4) and Raised Pedestrian Walkway (1) Installations - Stahlman Ave, Beach Dr, and Sibert Ave

I. BACKGROUND: The City has received a request to install speed humps on Stahlman Ave (approved for recommendation by the Public Works/Public Safety Committee on June 14th). The City Council approved moving forward with installing two speed humps on Beach Drive close to the Elementary School at the request of Pastor Harold Staples of First Baptist Church. Lastly, the Council approved a motion to install a raised pedestrian crossing on Sibert Ave at Zerbe Street at its last meeting on October 17th.

The quote for the 4 speed humps are provided as ATT1, and the quote for the raised pedestrian crossing on Sibert Ave as ATT2.

II. DISCUSSION: If approved, staff will produce a Purchase Order for this work, will coordinate scheduling with the contract and will order new signage that will be installed while the new asphalt work is being performed. After installation, the asphalt will require a two week period to cure. After the curing period, staff will stripe the speed humps and raised pedestrian crossings appropriately.

Correction of Minutes provided: The minutes of the June Public Works/Public Safety Committee state that the speed humps are to be placed on Hickory Street. In fact, they are to be installed on Stahlman Ave between Kelly and Hickory streets.

Note: the pricing cited in the quote is lump sum pricing. Prices include mobilization, maintenance of traffic, asphalt milling, new asphalt installation and cleanup.

Attachments Include:

ATT1 Quote from H&T (4 speed humps)

ATT2 Quote for raised pedestrian crossing on Sibert Ave at Zerbe St

ATT3 Minutes of the June 14, 2022 PWPS Committee Meeting

ATT4 Council Minutes, July 11, 2022 - Direction to bring back pricing for speed humps

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

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): Both quotes for the 5 traffic calming devices are now attached. The total effect on budget is \$37,500 of Okaloosa Half Penny Infrastructure surtax.

	12954100
	Oka 1/2 Public
	Works & Safety
565000-TRSAF	
capital project-Road&Sidewalk Safety	\$ 100,000
FY23 Adopted Budget	100,000
Previous Expenses/Encumbrances	-
Available Program Budget	100,000
This Agreement +(-)	(37,500)
FY23 Remaining Program Budget	\$ 62,500

C. Level of Service (LOS): Improved Pedestrian Safety via Traffic Calming Measures

D. Legislative Sponsor:

III. CONCLUSION: If approved, Staff will begin the process of creating the Purchase Order and coordinating work.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to issue a Purchase Order to H&T Contractors for \$37,500 for the installation of 5 traffic calming measures.

Attachments:

1. ATT1 Speed Humps Beach Drive Stahlman Ave quote
2. ATT2 Sibert Ave raised ped crossing quote
3. ATT3 6-14-22 pwps
4. ATT4 City Council Minutes 07-11-2022 Beach Drive speed humps

CONTRACTOR: H&T Contractors, LLC.

Date: 7/29/2022

Work Order Number: Contingent Item Pricing Sheet

Completion Date:

Calendar Days:

Description of Work: Speed Humps 2 on Beach Dr. 2 on Stahlman Ave

Item No.	Description	Unit	Unit Price	Quantity	Extension
901	Speed Hump & Install		\$7,500.00	4.00	\$ 30,000.00
902				0.00	\$ -
903				0.00	\$ -
904				0.00	\$ -
905				0.00	\$ -
906				0.00	\$ -
907				0.00	\$ -
908				0.00	\$ -
909				0.00	\$ -
910				0.00	\$ -
911				0.00	\$ -
912				0.00	\$ -
913				0.00	\$ -
914				0.00	\$ -
915				0.00	\$ -
916				0.00	\$ -
917				0.00	\$ -
918				0.00	\$ -
919				0.00	\$ -
920				0.00	\$ -
				Total	\$ 30,000.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

DIRECTOR OF PUBLIC SERVICES: _____

DATE _____

* Pricing for items on this list are specific to this work order.

CONTRACTOR: H&T Contractors, LLC.
Work Order Number: Contingent Item Pricing Sheet

Date: 11/1/2022
Completion Date:
Calendar Days:

Description of Work: Raised Pedestrian Crossing

Item No.	Description	Unit	Unit Price	Quantity	Extension
901	Speed Hump & Install		\$7,500.00	1.00	\$ 7,500.00
902				0.00	\$ -
903				0.00	\$ -
904				0.00	\$ -
905				0.00	\$ -
906				0.00	\$ -
907				0.00	\$ -
908				0.00	\$ -
909				0.00	\$ -
910				0.00	\$ -
911				0.00	\$ -
912				0.00	\$ -
913				0.00	\$ -
914				0.00	\$ -
915				0.00	\$ -
916				0.00	\$ -
917				0.00	\$ -
918				0.00	\$ -
919				0.00	\$ -
920				0.00	\$ -
				Total	\$ 7,500.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

DIRECTOR OF PUBLIC SERVICES: _____

DATE _____

* Pricing for items on this list are specific to this work order.

**PUBLIC WORKS/PUBLIC SAFETY COMMITTEE
MEETING MINUTES
TUESDAY, JUNE 14, 2022 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, June 14, 2022, at 5:30 p.m., with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
John Green
Tom Weidenhamer
Sam Perman
John Stephens
Marcie Bell

Members Absent

Staff

Rey Bailey City Clerk
Michael Burgess PW Director
JT Hart PW Deputy Director
Krystal Strickland, Finance Director

3. APPROVAL OF MINUTES: May 10, 2022

Motion to approve the minutes of the May 10, 2022 minutes was made by Committee member Bell with Committee member Weidenhamer providing the second. The motion passed 6-0.

4. NEW BUSINESS:

➤ **Undergrounding Utilities Presentation – Marc Porter/Sheff Wright**

Mr. Burgess briefly introduced the presenters of the project to the members.

Ms. Strickland handed out a map depicting seven phases for the project noting that the initial phase will be Highway 98 from the Marler Bridge to Airport Road, explaining the reasoning being this corridor is the most critical since it's the ingress and egress to and from the city and the plan is to get the major businesses and restaurants online first, so that in the event of an emergency and the power is out, they can help support the communities needs for food and supplies. She then explained the next 6 phases and the locales of each.

Mr. Sheff Wright briefly explained the details of the project from his prospective and his duties.

Mr. Marc Porter presented a brief PowerPoint Presentation to the members detailing the project and the timeline.

A series of Q & A's took place amongst the members and Mr. Wright, Mr. Porter and Ms. Strickland regarding the timeline for each phase of work, how the substations would be connected and effected, and how the duct banks are planned to be protected from vehicular accidents, replacement of street lighting and how they're connected and a case scenario, if they were to get flooded. There was also a discussion on possible infrastructure rebates and cost savings for the city for replacing the old

equipment. The transmission lines and how those would be connected was discussed at length. Also, if private roads are included in the project and how the funding from a special assessment would have to be voted by the citizens before it can be endorsed for the final phase.

➤ **2022-2023 Work Plans**

After some minor corrections were noted to the document, Chairman Wood stated that both he and Vice Chairman Green would sign the document and then have the presentation scheduled to present to City Council.

Motion by Committee member Perman, seconded by Committee member Bell to approve the current 2022/2023 Work Plans. The motion passed 6-0.

➤ **Speed Hump Requests – Kelly & Hickory Streets**

Mr. Burgess explained that some residents of those street have approached the city concerning speeding and staff from the Engineering Division went to the location and deployed a speed monitoring device for a sample period. The analysis from that period showed that the highest speed on the roadway was 87 mph and met the requirements of the 85-percentile. He further explained that the cost would be near \$10k for 2 speed tables and signs.

Motion by Committee member Bell to recommend City Council direct staff to install 2 speed tables on Hickory Street with Committee member Weidenhamer providing the second. The motion passed 6-0.

➤ **Stormwater Issues - Public Comments**

The Chairman opened the meeting for public comment, with no one being present, he closed this public portion of the meeting.

➤ **Operational Update:**

- Purchase of a Utility Tractor w/loader and backhoe attachments
- 6 School Zone Beacons for DES was approved and purchased
- Two Variable Message Board were purchased -ARPA Funding
- Draft Solid Waste Franchise Ordinance went for 1st reading to Council

➤ **Project Updates**

- Construction of new offices space at the Maintenance Shop – Underway
- Sidewalk grinding/repairs are underway
- Installation of initial Gulf Shore Drive Swale are finished, and it worked perfectly
- Speed tables on Calhoun Avenue are complete
- Legion Drive sinkhole – complete
- US 98 Median Improvements are underway
- Pavement Assessment for 2022 is complete

- Sidewalk Assessment for 2022 is complete
- Signage Assessment for 2022 is complete

➤ **Emergency Management Update**

- Hurricane Season started June 1st and there is already a low pressure out in the Caribbean but looks to be heading westward.
- Trailer was purchased to house the new water pumps

5. MEMBER COMMENTS:

- **Committee member Green** – Reported that no one ever stops at the stop sign at Bayou Drive, Bambi and Indian Trail area. And feels that another sign with flashing lights should be installed there before a child get hit.
- **Committee member Bell** – Asked if the concrete curbing cut on Holiday Isle she reported about last month has been investigated yet. According to Mr. Hart he did take a look at it and has called in the concrete contractor to go look and come up with a solution to make that area safer. She then asked Mr. Burgess if he got a response regarding the flashing pedestrian signs. According to Mr. Burgess, the signs they inquired about are not FDOT approved signs. She inquired if the requests for We Love Our Children signs had a time limit. According to Mr. Burgess, there is not a limit, and anyone can ask for one to be installed anytime.
- **Chairman Wood** asked about their deadline for the surtax funds. According to Ms. Strickland they need to have their projects before the budget workshop on June 23m 2022 in order to get funded.

6. ADJOURNMENT:

Having no further business at this time, the meeting adjourned at 6:40 p.m.

Adopted and approved this _____ day of _____ 2022.

James T. Wood, Jr. Chairman

Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
JULY 11, 2022
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Gary Jarvis
Councilmember Jim Bagby
Councilmember Terésa Hebert
Councilmember Dewey Destin

Councilmember Johnny King
Councilmember Bobby Wagner
Councilmember Rodney Braden
Councilmember Kevin Schmidt

Destin City Staff

City Manager Lance Johnson
City Clerk Rey Bailey
Community Development Director Louis Zunguze
Engineering Assistant Joe Bodi
Code Compliance Deputy Director Danny Sullivan
Finance Director Krystal Strickland
Land Use Attorney Kim Kopp

Public Works Director Michael Burgess
Public Info Mgr. Catherine Card
Building Official Noel Belle
Deputy Parks & Rec Director Ryan Reed
Parks/Recreation Director Lisa Firth
Grants/Project Manager Jeffrey Cozadd
City Attorney Kyle Baumann

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

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

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

A. Public Works/Public Safety Committee Work Plan 2022-2023

Mr. Jim Wood, Chairman of the Public Works/Public Safety Committee, presented the committee’s work plan for Fiscal Year 2022-2023.

He informed the council they have added stormwater discussions to their monthly meeting agenda. He also noted they have continued to divide the City of Destin into 7 different

areas with committee members looking into those areas for issues and reporting back to the committee. He also mentioned that the city received \$100,000 in Fiscal Year 2022 for traffic safety. Public Works Department use the money to purchase some Hawk Flashing Beacon and other items for placement around the Destin Elementary School. Expenditures also included two message boards and a stop sign placed at the corner of Luke and Dalton Streets. He continued that the city received a 5% allocation of the Okaloosa County half-penny sales tax for Fiscal Year 2023 totaling \$271,000. The committee will discuss proposed expenditures for some of that money at their August meeting, present it to staff for review, and then briefed the council possibly at their August 15th meeting.

Mayor Jarvis noted that crosswalks on Old Hwy 98 are not lit and not visible at night, making it hazardous for people crossing the street specially in the fall when it gets dark early. So many people are either coming off the beach or going to the beach to watch the sunset. He asked the committee to take stock of those crosswalks and consider recommending using part of the funding to place flashing pavement lights on each of those crosswalks.

Councilmember Destin echoed the mayor's sentiments stating he has been approached by several residents of Crystal Beach expressing similar concerns about the crosswalks and people getting hit and made a similar suggestion. He added that it should be one of their priorities.

Councilmember Bagby suggests the committee review their prioritized list for sidewalks, paving and striping projects and recommend the use of the available funding for those items that require funding.

Councilmember Wagner inquired as to the best way for people to report any safety issue they observe to the committee.

Mr. Wood suggests contacting either the staff liaison to the committee Mr. Michael Burgess or himself to have that item placed on the agenda for discussion at their meeting which takes place the second Tuesday of each month.

Councilmember Schmidt moved to adopt the 2022-2023 Public Works/Public Safety Committee's work plan; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes").

B. Request for Speed Humps - Pastor Harold Staples

Pastor Harold Staples requests placement of speed bumps at the school markings just north of Sandalwood, the crosswalk on Beach and Bent Arrow, and at the school markings just south of the Methodist Church entrance. This is to slow down the traffic between the schools at First Baptist Church and First Methodist, as well as safety for the various public-school students who cross and catch the school bus at that location. He stated that the rate of speed as well as traffic has increased and that this issue needs to be dealt with before someone gets hit, hurts or killed. He asked this to be done before school starts this year. He also requests the placement of speed bump at the parking lot exit on the preschool on Sandalwood Drive; adding is on church property but within the 15-foot right-of-way south of the markings for pedestrians.

Councilmember Destin moved to direct the Public Works Department to bring back an estimate for construction of speed bumps at proposed locations, and to bring back alternative materials that are available for construction of the speed bumps. Councilmember Hebert provided a second to the motion.

Councilmember Bagby asked staff to also bring back a prioritization list for the speed bumps; adding that 3 speed humps within 80 feet from each other seems excessive.

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

2. PUBLIC COMMENTS

Mr. Mike Buckingham, a Destin resident, discussed his vision regarding construction of a city marina, and the city being able to bring back the fishing tournaments in Destin. He stated that a city marina is a very lucrative endeavor, and that it will also help bring back the city to the way it was as a fishing community. He added there are people on the harbor with property big enough to accommodate a city marina.

Mr. John King., a Walton County resident and a long-time former resident of Destin, stated that the Destin Cross Town Connector has been discussed for over 16 years. This project consists of 6 acres and 31,000 square feet of pavement and so having an exfiltration system would be quite expensive. Properties they need for the project will just cost a lot more if they wait any longer to purchase them. He urged the council to move forward with the project.

Ms. Marcie Bell, a Destin resident and member of the Public Works/Safety Committee noted that the committee has had a conversation over the past year about crosswalks and lighting. She asked Public Works Director Michael Burges, the staff liaison to the committee, to elaborate more on that discussion.

Mr. Burgess explained that the type of product they were considering was a combination Hawk Beacon, a rectangular rapid flashing beacon, with a streetlight. Unfortunately, it was not an FDOT approved product, and so they are still looking for other options. He continued they are in the process of converting a lot of their streetlights into LED. They may be able to take that opportunity to enhance lighting in few other areas.

The mayor recommends crosswalk lights that blink across the road, in the ground in the crosswalk, and flashing light on the pole, similar to what they see in Walton County; adding it is the most effective in gaining people’s attention and it should be the standard for crosswalks in Destin.

Mr. Claude Perry, a Destin resident, expressed concern about an article in the newspaper regarding a PD&E Study being conducted at state level to add two more lanes on US Hwy 98 through Destin. He asked the city to elaborate more about this article.

Councilmember Hebert, council representative to the Okaloosa-Walton Transportation Planning Organization (TPO), stated it is simply a feasibility study that has not even began.

Engineering Assistant Joe Bodi added that the feasibility study is to determine if it is practical to create a 6-lane roadway section. At this point, more information is still being gathered.

Mr. Jim Wood, a citizen representative to the TPO, stated it is purely a feasibility study; adding that at this time they do not believe 6-laning Hwy 98 is possible as they would have to give up buildings, sidewalks, bike lanes and other amenities to support it. He added that this corridor has been studied at least 3 times, and they really do not need to do it again.

Councilmember Bagby stated that they need to be proactive about this issue as Destin residents deserve to have a voice on this matter. They need to know the scope of the PD&E study, who is conducting it and when they plan to start.

3. CONSENT AGENDA

- A. Resolution 22-06 - 401(A) Money Purchase Plan Agreement
- B. FY23 Agent-Broker of Record for Health & Ancillary Benefits, Contract Renewal
- C. Approval of Destin High School Tri-Party Agreement Amendment
- D. Operations Financial Report
- E. Capital Project Status
- F. DO-20-02 The Charles Final Plat Approval
- G. Re-Striping of Luke Ave and John Ave
- H. Pond Lease - First Amendment to Reclaimed Water Lease Agreement with DWU
- I. Third Amendment to Morgan Sports Center Lease
- J. Approval of minutes of June 20, 2022 Regular City Council Meeting
- K. Approval of minutes of June 23, 2022 Budget Workshop
- L. Draft Minutes of Board and Committees
- M. Committees/Boards Monthly Absentee Report

Councilmember Bagby requests Consent Agenda item 3A be pulled for further discussion.

Motion by Councilmember Hebert, seconded by Councilmember Braden, to approve Consent Agenda items 3B thru 3M, as printed above, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

With regards to Consent Agenda item 3A, Councilmember Bagby recommends adding in Resolution 22-06 or in the agreement the amount of contribution to the City Manager’s plan.

The City Manager stated that the amount should be up to 5 percent, which is based on the City Manager’s contract. The logic behind leaving it blank initially was because at times staff needs to be able to adjust the amount going in because the city cannot put in more than the maximum amount allowed by the IRS. It would just be easier to make corrections moving forward.

Councilmember Bagby moved for approval of Consent Agenda item 3A, with the addition of “*up to 5 percent as our contribution to the City Manager’s plan*” was seconded by Councilmember Destin and passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

4. CITY MANAGER REPORTS

A. Post Certificate of Occupancy Building Inspections- Update

The City Manager noted that the council has previously directed the City Land Use Attorney and staff to draft a resolution for the mayor’s signature addressed to the State Legislature, specifically State Representative Maney, Senator Gainer, and Governor DeSantis, requesting they strengthen the state’s oversight of condominium maintenance by raising the threshold for owners to waive raising the necessary money to protect their investment. The recommendation was made to table establishment of city regulations on these issues until after adjournment of the state’s legislative session. Since then, the Florida Legislature passed Senate Bill 4D, which was subsequently signed by Governor DeSantis and made effective immediately. In relevant part, Senate Bill 4D amends Chapters 553 and 718 of Florida Statutes relating to mandatory structural inspections for condominium and cooperative buildings. The Bill establishes a statewide structural inspection program, requiring condominium and cooperative associations to conduct milestone structural inspection of their buildings and to perform structural reserve studies to ensure the condominium and cooperative buildings are safe for continued use. Staff is requesting council’s direction to prepare an ordinance for compliance with the new state laws, and to establish measures for local enforcement.

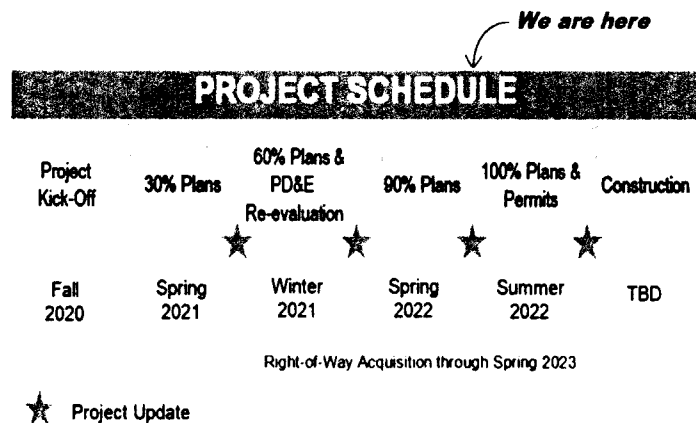
Councilmember Schmidt moved to direct the City Land Use Attorney and staff to prepare an ordinance compliant with the new state law; seconded by Councilmember King. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

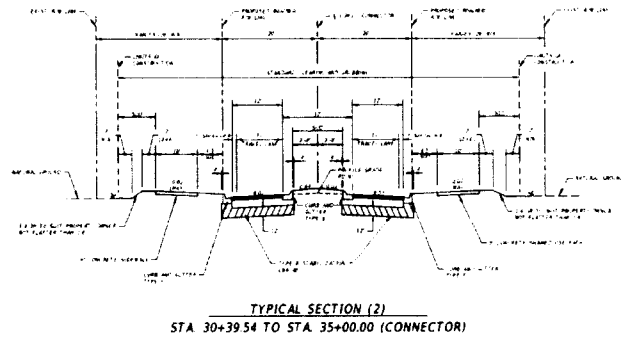
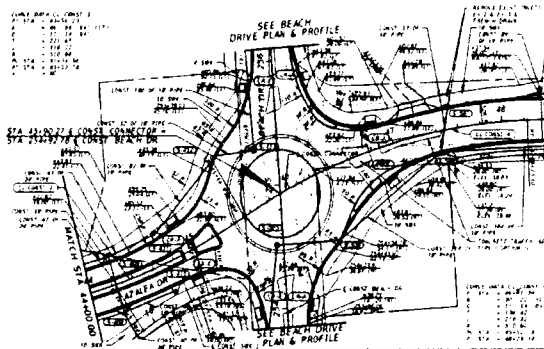
B. Cross Town Connector Design - 90% Update

Mr. James Park of Atkins Engineering discussed the Destin Cross Town Connector 90% design.

90% Plan Updates

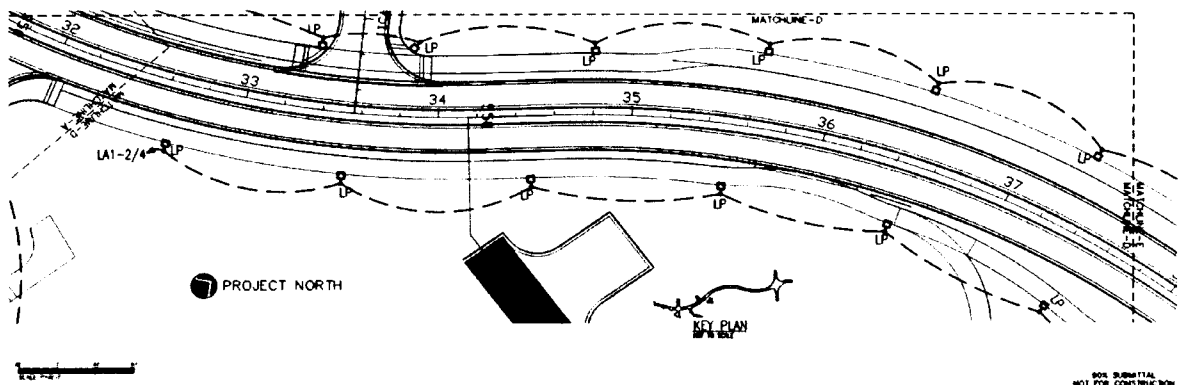
- › 90% Plans Submitted 5-31-2022
- › Incorporated City comments from 60%
- › Quantities and Cost Estimate
- › Design Updates:
 - › Roadway
 - › Signing and Pavement Marking
 - › Drainage & Permitting
 - › Landscaping
 - › Lighting





90% Plan Updates

- › Roadway Plan Updates
 - › Designated R/W at Back of Curb
 - › Additional 10' sidewalk locations
 - › Safety Improvements
 - › Reduced radii at side streets and intersections



90% Plan Updates

- › Lighting Plan Updates
 - › Update layout to match roadway changes
 - › Typical spacing 100'
 - › Back of sidewalk location
 - › Architectural pole and fixture

In Progress

- Addressing 90% design comments
- Develop Specifications Package
- 100% submittal – September 2022
- PD&E Re-evaluation
- Right-of-Way Designation (Back of Curb)
- Major Development Order/Major Subdivision Application
- Right-of-Way Acquisition (By City)
- NFWFMD Permit Application Submittal to City Review – July 12, 2022

Right-of-Way Acquisition

- Parcel 1 – Winton – Benning Drive
- Parcel 2 – 602 Sandalwood Drive
- Parcel 3 – 604 Sandalwood Drive
- Parcel 4 – 605 Sandalwood Drive
- Parcel 5 – 609 Sandalwood Drive
- Parcel 6 – 611 Sandalwood Drive
- Parcel 8 – 700 Legion Drive
- Parcel 10 – 606 Sandalwood Drive
- Parcel 11 – 608 Sandalwood Drive

Councilmember Schmidt moved to direct the City Manager to continue the design of the Destin Cross Town Connector as presented. Councilmember Hebert provided a second to the motion.

Councilmember Schmidt asked if they could still potentially utilize the north side of the connector for parks and recreation to include ideas and options such as placement of benches or fountain.

Mr. Park stated that it would be a separate effort from this design project, but there is ample space to the north side for parks and recreation. He continued they are doing the landscaping to allow for future developments.

Councilmember Destin stated that they have not gotten any kind of indication of how they are going to get this cross-town connector back on to US Hwy 98. The only opportunity they have is through Stahlman Avenue, which is probably the most dysfunctional intersection they have in Destin. They are going to attract traffic from US Hwy 98 by routing it through residential areas in Destin. He stated that their job as the council is to make things better for the citizens, not worse. But, until they figure out a way to put traffic back on US Hwy 98 and actually improve traffic congestion on that roadway, this would be the worse idea a Destin City Council has ever pursued.

Councilmember King noted that they purchased the property for the cross-town connector in 2008 for over \$4.5 million to get traffic off of Legion Drive and Mountain Drive. People are running the stop signs and speeding through those streets. The cross-town connector

will be a welcome relief for the people who live there. He continued that people are not necessarily using the back roads to get back to US Hwy 98 but to get to other parts of the city. At this point they are blatantly wasting more money and staff's time. The time is now to move forward with this project.

Councilmember Bagby noted that the landscaping plan seemed very robust. He asked if this plan has been vetted through the appropriate committees for their input or whether it is simply the contractor's idea of what they feel needs to be part of the project.

Community Development Director Louis Zunguze noted that the next phase of the review includes the subdivision and other related matters, which would be reviewed through their code and brought through the Local Planning Agency.

The mayor commented that it is against the best practices for any governmental entity not to increase its connectivity whenever possible. The majority of the cross-town connector traffic will go to different parts of the city and not necessarily through Stahlman Avenue back to US Hwy 98. Several years ago, a petition with 62 signatures from residents of Legion Drive and Mountain Drive, was presented to the city encouraging the council to move forward with the cross-town connector to get the traffic out of their houses. Building the cross-town connector will give residents a better way to get around town and will make the City of Destin a better place to live.

Councilmember Schmidt echoed the mayor's sentiments adding that one of the biggest goals he heard since he was elected to council was to alleviate traffic in Destin, especially in places like Legion Drive and Mountain Drive. He feels building the cross-town connector will really help attain that goal, and the advantages of going forward with this process will far outweigh the negative issues that have been mentioned.

Councilmember Hebert stated they have already spent a lot of money and will continue to spend more money if they do not move forward with this project immediately; adding there are a lot of citizens begging them to do so.

Councilmember Bagby stated that he wanted to see little pocket parks where residents could walk through a park no matter where they live in this town, which they would not be able to do because of the swales. He added that if they are going to spend a lot of money purchasing land for this project, they need to have other use for it other than water retention. He would also like to see the cost for the landscaping.

Councilmember Destin offered a substitute motion to modify the 90% plan, place the drainage on the ground (exfiltration drainage), and not create a retention pond, and have the property available for a linear park, seconded by Councilmember Bagby.

Councilmember Schmidt inquired as to the timeline and the cost involved if the substitute motion passes.

Mr. Park stated it would push the design back to 60% and moving forward from that again, because it would be a completely different design with different design elements.

Councilmember Schmidt added it could cost \$300,000 to do an underground drainage system, plus the increase cost of the additional valuation of the properties they are trying to obtain. The last time they did a property appraisal was in the fall of 2021 and they can expect the price to be higher now.

Mr. Park stated that building the exfiltration system could cost significantly higher than \$300,000.

Councilmember King stated that he absolutely cannot support moving forward with a plan that would set the design back to 60%.

Councilmember Destin asked whether changing the drainage design would prevent them from acquiring the rights-of-way they will discuss later in this meeting.

The City Attorney expressed they will still be able to acquire the properties.

Councilmember Destin stated that changing the design would not be much of a factor in delaying the project as it will not stop them from acquiring the properties they need, their construction price is now \$9 million which is not yet budgeted, they have more properties to acquire, and that they are at least 4 years away from construction of the project.

The mayor called for a vote on the substitute motion, which passes 4-3 (Council members Bagby, Destin, Wagner, and Braden voted “yes”; Council members Schmidt, King, and Hebert voted “no”).

At this time, the mayor called for a 5-minute break.

Upon return from the break, the mayor asked Mr. Park to share the information he just received with regards to the exfiltration system.

Mr. Park informed the council that in speaking with staff, they were able to recall a statement made by Atkins’ stormwater engineer during their discussion regarding the 60% plan that they would not be able to replace the entire pond with the exfiltration system. They would still have a portion of the pond that would need to remain; adding they would be able to determine the exact percentage of what could be replaced during the redesign.

Councilmember Destin noted that the intent of the motion was to have the property available for a linear park, which means the entire retention pond has to be removed. He asked that Atkins Engineering bring back a detailed explanation why the removal of the entire pond is not possible, and any option available to be able to comply with the spirit of the motion.

Councilmember Bagby requests they invite the stormwater engineer to discuss all the facts involved in not being able to remove the entire pond.

The City Manager noted that the costs to amend the design could be well above his threshold. He asked if they should bring the cost estimate to council for approval beforehand.

It was the consensus of the council to bring back the additional amount necessary for amending the design if it exceeds the City Manager's spending threshold.

C. Acquisition of Properties for the Crosstown Connector

Ms. Marsha Hayes of Atkins Engineering informed the council that she has been working to acquire purchase agreements for the needed properties, and that she has secured purchase agreements for the following properties:

- **605 Sandalwood:**
Purchase of Property - \$345,000
*Closing Costs on Purchase - \$5,000
Relocation - Land Lord Eligibility (LLE) Reestablishment - up to \$25,000
Relocation - Tenant Rent Supplement - \$60,632.46
*Relocation - Tenant Move Costs - \$5,000
Total Costs - \$440,632.46
- **606 Sandalwood:**
Purchase of Property - \$265,000
*Closing Costs on Purchase - \$5,000
Relocation - Land Lord Eligibility (LLE) Reestablishment - up to \$25,000
Relocation - Tenant Rent Supplement - \$26,334
*Relocation - Tenant Move Costs - \$5,000
Total Costs - \$326,334.00
- **608 Sandalwood:**
Purchase of Property - \$345,000
*Closing Costs on Purchase - \$5,000
Relocation - Land Lord Eligibility (LLE) Reestablishment - up to \$25,000
Relocation - Tenant Rent Supplement - \$37,800
*Relocation - Tenant Move Costs - \$5,000
Total Costs - \$417,800.00
- **Vacant Land (Winton) - Anna Street & Benning Drive:**
Purchase of Property - \$752,450
*Closing Costs on Purchase - \$10,000
Total Costs - \$762,450.00

Ms. Hayes stated that the first 3 properties are tenant-occupied townhomes. There are tenants that would have to relocate and reestablished in another home. She continued that in accordance with the Federal Uniformed Act, the landlords are entitled to relocation benefits to reestablish those income producing properties.

Councilmember Bagby asked whether staff has come up with a response to his questions relating to eminent domain.

According to the City Attorney, the TRIP agreement is completely silent as to whether funds can be used in an eminent domain process. They have submitted the question to their

FDOT representative, but they have not received a response. It is impossible to say just based on the contract language whether FDOT would allow the funds to be used for an eminent domain process.

The Land Use Attorney stated that he has had a conversation with an FDOT representative recently. She was informed there is not a prohibition on using the funds for eminent domain.

Councilmember Bagby asked if they should attempt to reopen negotiations and use this information as leverage.

Ms. Hayes stated that based on her 35 years' experience in negotiating properties, if this becomes an eminent domain project, they will be paying attorney fees, costs for the appraisal, and any other items that the opposing attorney determine are needed for their client. This is also under the Uniformed Act and FDOT guidelines and policies. She continued that an eminent domain is a quick means of getting possession of the property for government entities, but the negotiations are virtually the same.

Councilmember Destin asked whether they could do a parcel-by-parcel decision if they are convinced that some prices are more outrageous than the other, or their decision applies to all the properties.

The City Attorney stated that a parcel-by-parcel decision is recommended.

Councilmember Schmidt moved for approval of the purchase of 605 Sandalwood and to authorize the City Manager to execute the purchase agreement and proceed with closing; seconded by Councilmember King. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes").

Councilmember Schmidt moved for approval of the purchase of 606 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing; seconded by Councilmember Wagner. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes").

Councilmember Schmidt moved for approval of the purchase of 608 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing; seconded by Councilmember King. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes").

Councilmember Schmidt moved to approve the purchase of the vacant land at the corner of Anna Street and Benning Drive and authorize the City Manager to execute the purchase agreement and proceed with closing; seconded by Councilmember King. Motion failed 4-3 for lack of supermajority vote (Council members Schmidt, King, Hebert, and Wagner voted "yes"; Council members Bagby, Destin, and Braden voted "no").

Motion by Councilmember Destin, seconded by Councilmember Wagner, to continue negotiations on the vacant piece of property located at the corner of Anna Street

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

D. Proposed Ordinance 109.11 - Amending the City's Personnel Rules and Regulations

The City Manager explained that 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. The two federal holidays not currently on the city's holiday schedule are the Columbus Day Holiday and the Juneteenth Holiday.

Councilmember Hebert moved to direct staff to bring back proposed Ordinance 109.11 for first reading; seconded by Councilmember Wagner.

Some members of the council do not feel a blanket approval for future federal holidays is appropriate and would like to make that determination on a case-by-case basis.

Councilmember Destin offered a substitute motion to direct staff to bring back the proposed ordinance for first reading and include all federal holidays in effect as of the effective date of the ordinance. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

E. Auditor Selection Committee - Formation and appointment of members

Finance Director Krystal Strickland explained that Florida Statute 218.391 requires that the City establish an Audit Selection Committee to choose an Audit Firm. The committee must include a minimum of three members. The Chairman of this Committee must be a Council Member. City staff may serve in an advisory capacity but may not serve as committee members.

Motion by Councilmember Hebert, seconded by Councilmember Destin, to appoint Councilmember Bagby as the Chairman of the Auditor Selection Committee passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

Councilmember Bagby moved to appoint Jim Wood as member of the Auditor Selection Committee; seconded by Councilmember Wagner. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

Councilmember Bagby moved to appoint Tom Weidenhamer as member of the Auditor Selection Committee; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

Councilmember Bagby moved to appoint Marcie Bell as member of the Auditor Selection Committee; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

F. Announcements

1. Proposed process to annex unincorporated properties or services to the City of Destin to be brought before the council for adoption in August 2022.
2. Third Budget Workshop to be held on Thursday, July 14th, at 5:30 PM.
3. Annual Big Truck Day scheduled for Friday, July 29th, 9-11 AM, at the Destin Community Center

5. PUBLIC HEARINGS

A. First Reading of Ordinance 22-09-CN - Exclusive Solid Waste Franchise Agreement with Waste Management, Inc, of Florida

The City Attorney read proposed Ordinance 22-09-CN by title, and then presented it to the city council on first reading.

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.

The mayor opened a public hearing to receive comments for or against the proposed ordinance.

Ms. Marcie Bell, a Destin resident, urged the council to add a language in the ordinance requiring that each garbage can is properly identified as to which property it belongs to avoid any confusion and cans stay where they belong. This will stop people from placing the can in front of other people's home, especially those of the absentee owners, just because they do not want it in front of their homes.

Ms. Bell also recommends getting rid of recycle cans. The people who choose to recycle will take their recycle materials to a drop-off location. As it stands, the recycle cans are being filled with garbage rather than recycle materials.

Mr. Doug Rainer of Waste Management stated there may be some very significant cost involve but they will look at it.

Having no further comments from the public, the mayor closed the public hearing portion of this item and turn the matter over to the city council for their discussion and consideration.

Councilmember Hebert moved for approval of Ordinance 22-09-CN on first reading and direct staff to schedule it for second reading on August 1, 2022; seconded by Councilmember King.

Councilmember Braden stated that he has been getting calls from citizens who are not happy with the additional fees they have to pay if their trash can is overflowing, or there is contaminant in the recycle materials.

Mr. Jake Alderfer of Waste Management stated that they have been seeing an extraordinary amount of trash. A lot of the trash cans are overflowing. He also stated that possibly only 8 percent of the customers will be affected by this, mostly short-term rental properties, because they do not have the correct number of trash cans.

Mr. Rainer stated they have added some educational components for the overage and contamination fees. Customers will not get fined for the first and second violations, instead they will receive a notice and a photograph showing the violation. Fines will be imposed starting on the third violation. He added that, violations are relatively low at this point, especially for residential customers.

Councilmember Destin stated that even though he understands the overage and contamination issues, he feels a little uncomfortable with the current language in the proposed ordinance with regards to fines to be imposed for violations. He is not sure how they arrived at those numbers.

Mr. Rainer explained that those figures came from their corporate office. Several changes have been made to those numbers. For the ease of not having to do math and figuring things out percentagewise each time, they have decided on a flat rate of \$10.00 and \$5.00 as punishment for the violations.

Councilmember Destin stated that those numbers could add up depending on the number of pickups each month and could even double the monthly service rate. He recommends having a limiting language on the contract.

Councilmember Bagby stated he is happy with the price staff has negotiated with Waste Management. He also understands the contamination fee as he has witnessed people putting trash in the recycling bin; and 90% of those are probably short-term rental customers. He added that people will learn after they get fined.

Councilmember Schmidt stated he has some issues with Waste Management being the only company that was able to submit a bid for the service. Also, they are already increasing the pickup charges, and now they are adding contamination and overage charges.

Councilmember Schmidt also noted there is no language in the contract that stipulates how and that Waste Management not the City of Destin is responsible for educating the customers and make them aware of the changes in the contract.

Mr. Rainer stated that Waste Management will work with the City of Destin with regards to the educational aspect. The city has a direct contact with its residents through many channels, and Waste Management has a direct contact with them as customers. He added that the length of public education is infinite, however, they could look at drafting a language if the council so desires.

Councilmember Schmidt offered a substitute motion to remove the overage and contamination fees, and to put language in the contract with regards to how Waste Management will notify customers of the changes. Substitute motion dies for lack of a second.

Councilmember Destin stated that a 5-year contract is too long. He recommends adding a language in the contract that the overage and contamination sections of the ordinance will be subject to renegotiation after two years. They should be able to determine how these issues are working out within that two-year period and can make some necessary adjustments.

Councilmember Hebert offered an amended motion to approve Ordinance 22-09-CN on first reading and direct staff to schedule it for second reading on August 1, 2022; and that the overage and contamination sections of the ordinance will be subject to renegotiation at the two-year period. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

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

A. Councilmember Braden

1. Signage from Airport Road to the Marler Bridge

Councilmember Braden provided some photos showing different size banners and flags at business locations on different parts of the city. He stated that some of these signs are in the rights-of-way, and most are on private property; adding that some have been there for years, and the city has not done anything about it even though these types of signage are illegal in the City of Destin.

Code Compliance Deputy Director Danny Sullivan noted that some of the signage being shown have either been taken down or addressed by the Code Compliance officers. Business owner have been informed that those signs are not allowed in the city. They have also been provided a pamphlet showing which signs are illegal and which signs are permitted on the property. Some of the businesses have been given 3 to 14 days to comply, and that they will be cited if they are not in compliance after that period. He added that this information is programmed into the EGov system and follow up inspections are conducted. Further code enforcement actions will be taken against those that failed inspection.

The Land Use Attorney noted that in addition to the Notice of Violation process when they have to give the respondents reasonable time to correct the violation, there is another method of code enforcement that can be used and the city does use dealing with signs, which is simply issuing a citation. Code Compliance officers can provide one warning and then issue monetary fines for non-compliance.

Councilmember Braden stated that code compliant seemed to be complaint driven. Nothing is done unless someone files a complaint. He added that Code Compliance officers need to be more proactive in enforcing the code.

The City Manager explained that the concept the code compliant is complaint driven was how the Code Compliant Department was originally formed many years ago similar which is similar to the Sheriff's Office; but it is not the only way violations are being addressed now. The department has been moving towards being more proactive the past several years. Eight officers are being asked to make rounds throughout the entire city. There are 70 miles of roads within the city limits of Destin, which includes US Hwy 98. If an officer identifies a code violation, they are required to contact the person in-charge, especially with regards to construction projects. He added that if it was not for the fact the department has been responding to so many complaints which are documented, they would have more time to go out and be more proactive. They are doing their best, but they have to balance where they spend their time.

Councilmember Destin stated that the sign ordinance is not as easy to enforce as everybody thinks because there are constitutional issues and a whole lot of exceptions involved. They need to look at the ordinance and make the necessary changes, and possibly make it simpler and not expect Code Compliance officers to accomplish impossible missions.

B. Councilmember Wagner

Councilmember Wagner announced his plan to ride in the Waste Management truck, take a tour of their facility, and gather some facts by taking pictures and video of the facility. He has scheduled this tour on July 20th through Waste Management.

C. Councilmember Destin

D. Councilmember Bagby

1. Procurement Policy

Councilmember Bagby discussed the two versions of a draft ordinance on procurement policy which have been presented to council for review.

After a brief discussion, the council reached a general consensus to have staff finalize and bring back version 2 of the two alternative resolutions provided by Councilmember Bagby for their adoption consideration.

Councilmember Bagby moved to appoint Mr. Curtis Smith to the Public Works/Safety Committee; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes").

- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt

1. Destin High School baseball field at Morgan Sports Complex

Councilmember Schmidt stated that he looks forward to hearing an update on this issue at their August meeting.

Councilmember Schmidt requests an update on the big barge in the harbor he previously reported to Code Compliance and City Manager.

Captain Fulghum from the Sheriff's Office that the barge used to be a Crab Island Sand Bar. When the new ordinances came into effect, the owner decided not to continue doing business out there and has sold the barge. They intend to contact the new owner of the barge and find out what they intend to do with it. The barge now has a motor and has been registered and so it is now considered a vessel and it is legal to be at its present location.

Next, Councilmember Schmidt asked why the City of Destin has never put a franchise tax on Destin Water Users.

Mr. Lockwood Wernet, General Manager of Destin Water Users, noted there was a franchise fee. There was a litigation, and the franchise fee was determined to be illegal as they pre-dated the City of Destin. They stop collecting fees and paying the city in the 1990s. They were operating in the rights-of-way and has continued to operate in the rights-of-way of the City of Destin.

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

7. PUBLIC COMMENT

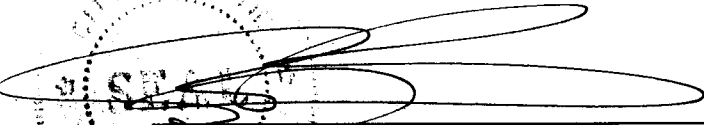
8. ADJOURN

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



Gary Jarvis, Mayor

ATTEST:



Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.H.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: October 24, 2022

SUBJECT: Quarterly Investment Report

I. BACKGROUND:

Attached for your review is the current quarterly investment report with schedules showing the current status of the City investment accounts with Raymond James. Summary tables of activity are provided in the Discussion section below.

II. DISCUSSION:

March 7, 2022, the City adopted a new Investment Policy under Resolution 22-05. The Raymond James report is attached, which includes a listing of investments by type with their book and market values as of the report date as well as portfolio activity during the period. Following are supplementary tables.

Table 1 shows the value of the portfolio as of September 30, 2022 by security type. This table also shows the percentage of each security type along side the maximum amount allowed by our investment policy.

Table 1: Investment Portfolio current fair value by type and weight by percentage

Investment Type	Fair Value	Percentage of Portfolio	Max % as per Investment
US Treasuries	\$ 4,294,266	22%	75%
Mortgage and Asset Backed Securities	9,045,911	47%	75%
Investment grade corporate bonds	963,797	5%	20%
FDIC Insured certificates of deposit	1,714,666	9%	75%
Cash at Raymond James	209,055	1%	75%
Unrestricted Cash at Trustmark*	3,197,040	16%	75%
Portfolio Total	\$ 19,424,735	100%	

*Unrestricted funds at Trustmark LESS 3 months operating projections

Table 2 shows the interest earned and the portfolio's unrealized change in fair market value for the current quarter and 12 month cumulative.

Table 2: Income earned for quarter and last 12 months

	Current Quarter (07/01/2022 - 09/30/2022)	Last 12 months (10/01/2021 - 09/30/2022)
Interest Realized on Portfolio	\$ 88,199	\$ 326,839
Change in Fair Market Value	(450,508)	(1,502,618)
Income earned	<u>\$ (362,310)</u>	<u>\$ (1,175,779)</u>

Table 3 compares the performance of the City of Destin's investments against two benchmarks.

Table 3: Comparison of Quarterly and Calendar Year-to-Date Performance to Benchmarks

	Current Quarter (07/01/2022 - 09/30/2022)	Last 12 months (10/01/2021 - 09/30/2022)
City of Destin	-1.96%	-6.46%
ICE BofA 1-Year US Treasury	-0.47%	-1.92%
Florida Prime	1.82%	0.62%

Table 4 lists the investments by type, lists maturity dates and average maturities of the investments in each major category. The percentage of portfolio total is then applied to find the weighted average maturity of the total portfolio. The significant amount of cash brings the average weighted maturity down to the equivalent of 1.93 years. Ratings by Standard & Poors are also listed in this table. Eagle Assets of Raymond James is working diligently to replace BBB+ investment grade corporate bonds with corporate bonds with a minimum rating of A and asset-backed securities with a minimum rating of AAA. We aim to complete this transition by March 31, 2023.

Table 4: Maturity dates and weighted average maturity of the investment portfolio

Investment Type	Fair Value	Maturity	Percentage of Portfolio (Weight)	Average Maturity (years)	Weighted Average Maturity	Ratings
US Treasuries	\$ 4,294,266	11/30/22-11/15/31	22%	2.84	0.63	
Mortgage and Asset Backed Se	9,045,911	10/05/22 -09/01/51	47%	2.01	0.94	AA+ to AAA
Investment grade corporate b	963,797	10/01/22-04/01/30	5%	4.61	0.23	BBB+ to AA+
FDIC Insured certificates of de	1,714,666	10/31/22-04/13/26	9%	1.51	0.13	
Cash at Raymond James	209,055	9/30/2022	1%	0.00	-	
Unrestricted Cash at Trustmarl	3,197,040	9/30/2022	16%	0.00	-	
Portfolio Total	\$ 19,424,735		100%		1.93	

Table 5 is a summary of changes for the fiscal year to date as compared to the prior four fiscal years for the funds transferred to Raymond James. During fiscal year 2022, the City has realized income in the amount of \$326,839 and has accumulated an unrealized decrease in market value of \$1,448,744. At the completion of the Audit in March 2022, \$1,742,528 was transferred to the investment accounts from the General Fund. Investment administration expenses this year to date total \$53,874.

Table 5: Additions and Deductions five-year trend

	10/01/2021- 09/30/2022	10/01/2020- 09/30/2021	10/01/2019- 09/30/2020	10/01/2018- 09/30/2019	10/01/2017- 09/30/2018
Additions					
Contributions	\$ 1,742,528	\$ 5,234,644	\$ -	\$ -	\$ -
Interest Earnings	326,839	291,529	261,031	253,389	213,534
Unrealized gain/(loss)*	(1,448,744)	(250,557)	167,448	252,775	(192,880)
Total Additions	\$ 620,624	\$ 5,275,615	\$ 428,479	\$ 506,164	\$ 20,654
Deductions					
Investment Admin Expenses	53,874	58,455	35,592	34,330	37,560
Total Deductions	53,874	58,455	35,592	34,330	37,560
 Net Change	 \$ 566,749	 \$ 5,217,160	 \$ 392,887	 \$ 471,834	 \$ (16,906)
Beginning Balance	\$ 15,739,545	\$ 10,522,385	\$ 10,129,498	\$ 9,657,663	\$ 9,674,570
Ending Balance	\$ 16,306,294	\$ 15,739,545	\$ 10,522,385	\$ 10,129,498	\$ 9,657,663

*Unrealized gain/loss is the fair market value of the investments if sold on the reporting date instead of holding to maturity.

Table 6 shows the fund balance characterization of the funds held with our Investment Firm plus the additional available to be invested currently on hand at Trustmark. The committed balances listed below are in accordance with the City's Fund Balance policy Resolution 12-20.

Table 6: Investment Fund Balance

Fund Balance	As of 09/30/2022	
<i>Committed</i>		
Emergency Operations	\$ 3,680,027	= 3 months operating*
Emergency Maintenance	3,680,027	= 3 months operating*
Debt Service	2,582,455	= 1 year debt service*
Total Committed	9,942,509	
<i>Unrestricted</i>		
	\$ 9,482,226	
Total Fund Balance	\$ 19,424,735	

**As per FY 2023 Adopted Budget and actual debt service funds*

A current report as of September 30, 2022 produced by Raymond James is attached

A. Link to Strategic Goals / Objectives:

Financially sound city providing service excellence.

B. Effect on Budget (EOB):

This item is for information only and has no effect on the Budget.

C. Level of Service (LOS):

This report provides the City Council with the current financial condition of the City.

D. Legislative Sponsor:

III. CONCLUSION:

The City is currently receiving the investment interest revenue and paying investment administrative expenses in a manner consistent with prior years.

IV. RECOMMENDED MOTION:

No motion is required for this item.

Attachments:

1. City of Destin Sept 2022 report
2. time weighted

CityofDestin_PerformanceAnalysis_11032022_1115
02AM



Brian Haugen WMS, CRPS®, CEP®
Senior Vice President, Investments

Steve Cann MS, MPAS®, CFP®
Associate Vice President, Investments

October 18, 2022

Krystal:

Attached is the City's most recent quarterly report for the period ending 9/30/2022.

Summary of Investment Objectives and Restrictions

Accounts at Raymond James / Eagle Asset Management are managed in accordance with the City's published objectives and restrictions as referenced and summarized below:

- **Compliance with Florida Statutes 218.415 & 208.02, and City's Investment Policy Statement adopted in Resolution 22-05**

Allowable investment securities are restricted to:

- Bank deposits at Qualified Public Depository
- U.S. Treasuries, TIPS, T-bills
- U.S. Government Agencies
- U.S. Government Sponsored Enterprises
- Certificates of Deposit (FDIC-insured CDs)
- Commercial paper (Prime-I, A-1+ or better)
- Investment Grade Corporate Bonds (A or better)
- Asset Backed Securities (AAA only)
- Government Money Market Funds
- Municipal Bonds (AA, Aa or better)

Resolution 22-05 provided for a transitional period until October 1, 2022 for the City's portfolio to become fully compliant with changes adopted in the revised Investment Policy Statement.

That transition is now completed.

- **Compliance with City's stated Investment Objectives and Criteria (Investment Policy Statement, Resolution 22-05)**

- Safety, risk management (interest rate, and credit), liquidity, income, prudence
- Average portfolio maturity of not more than five (5) years
- Performance goal to regularly exceed the average rate of return on the ICE BOA Merrill Lynch 1-yr US Treasury Index, or three-month annualized net participant yield for Florida Prime

Performance Analysis as of Oct 17, 2022

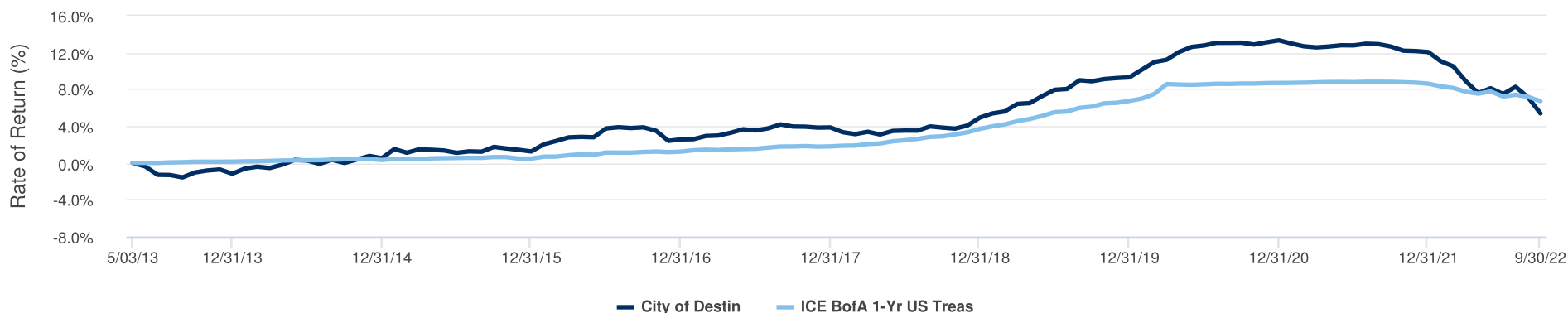
City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

Performance Analysis Summary

Time-Weighted (Net of Fees)

Total Market Value as of 9/30/2022: \$16,390,757.50



The Cumulative Return is charted above.

	YTD 12/31/21 9/30/22	Last 3 Years* 9/30/19 9/30/22	Since Inception* 5/03/13 9/30/22
City of Destin	(5.96%)	(1.08%)	0.56%
ICE BofA 1-Yr US Treas	(1.74%)	0.19%	0.69%
S&P 500 Total Return Indx	(23.87%)	8.15%	10.97%
Bloomberg U.S. Agg Bd	(14.61%)	(3.25%)	0.86%

Inception Date: 5/3/13

*Returns are annualized for periods greater than one year.

Performance Analysis as of Oct 17, 2022



City of Destin

BRIAN HAUGEN, STEVE CANN
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Performance Analysis Detail

Time-Weighted (Net of Fees)

	Account	Market Value(\$) 9/30/22	Performance Inception/ Close	YTD 12/31/21 9/30/22	Last 3 Years* 9/30/19 9/30/22	Since Inception* 5/03/13 9/30/22
City of Destin - CD's	xxxxx714	1,878,236.17	9/21/2017	(2.24%)	(0.01%)	0.92%
EM Maintenance Fund	xxxxx675	3,541,362.64	5/03/2013	(4.72%)	(1.18%)	0.26%
Alternate Investment Fund	xxxxx680	4,852,006.21	5/03/2013	(9.80%)	(2.07%)	0.49%
Debt Service Fund	xxxxx699	2,568,291.29	5/03/2013	(4.64%)	(1.11%)	0.27%
EM Operating Fund	xxxxx703	3,550,861.19	5/03/2013	(4.46%)	(0.99%)	0.33%

**Returns are annualized for periods greater than one year.*

Additional Information Regarding This Report

City of Destin

BRIAN HAUGEN, STEVE CANN
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This report should not be used as a substitute for your monthly statement, 1099 or to determine taxability. Changes in tax laws may occur at any time and could have a substantial impact upon each person's situation. While we are familiar with the tax provisions of the issues presented herein, we are not qualified to render advice on tax or legal matters. The information in this report has been obtained from sources that we believe to be reliable, but cannot be guaranteed.

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Alex.Brown a division of Raymond James.

The account listing may or may not include all of your accounts with Raymond James & Associates, Inc. This report is comprised of data from the following accounts: xxxxx714, xxxxx675, xxxxx680, xxxxx699, xxxxx703

Some reports have been excluded from this package due to no data available.

Report ID: a_113652_1666065600000_1666123283519000_00001of00001

Performance

The performance data quoted represents past performance and does not guarantee future results. The investment return and principal value of an investment will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. The current performance may be lower or higher than the performance data quoted. It is not possible to invest directly in an index.

Performance is depicted using the Time-Weighted method for the entire period.

Time-Weighted - The geometric (compounded) return measured on the basis of periodic market valuations of assets. If applicable, the return includes the effects of leverage. Unlike the dollar-weighted method, it minimizes the impact of cash flows on the rate of return; however, in principle it requires valuations to be made on the occasion of each cash flow. Approximation to this measure can be obtained by prorating cash flows to successive valuation points or by computing internal rates of return between valuation points. If there are no interim cash flows, the time-weighted return, compounded annually determines the entire value of an investment.

Returns are calculated net of fees.

Annualized refers to the annualized return from the inception date of the account, or the selected beginning date when using the date-to-date functionality.

The inception date indicates the date of account or household initiation in the Portfolio Performance system. This date may not match the date the account was opened.

Managed Account Performance- In order for managers to track real time cash in managed AMS accounts, certain activity may not reflect the actual transaction dates and market values may differ from what is reported on client statements. The Time-Weighted Total Equity and Time-Weighted All Cash returns are the same for these accounts.

All performance figures exclude unpriced securities (including securities of indeterminate value), limited partnerships (other than limited partnerships classified as Alternative Investments and appearing in that section of your statement).

Dividends are not guaranteed and will fluctuate.

The CFA Institute has not been involved with the preparation or review of this statement.

Accounts that have been closed may be included in the consolidated performance report. When closed accounts are included in the consolidated report, the performance report will only include information for the time period the account was active during the consolidated performance reporting time period.

Accounts with Real Time Cash may have cash values updated throughout the day, note that this may cause a difference in account values between performance and holdings reports.

Securities Information

Non-proprietary annuity values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Raymond James Certificates of Deposit values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Values include accrued income. Values are based on trade date accounting method.

Additional Information Regarding This Report



City of Destin

BRIAN HAUGEN, STEVE CANN
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Benchmark Information

Bloomberg U.S. Agg Bd - The Bloomberg U.S. Aggregate Bond index is a measure of the investment grade, fixed-rate, taxable bond market of roughly 6,000 SEC-registered securities with intermediate maturities averaging approximately 10 years. The index includes bonds from the Treasury, Government-Related, Corporate, MBS, ABS, and CMBS sectors.

ICE BofA 1-Yr US Treas - The ICE BofA 1-Year US Treasury Note Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding two-year Treasury note that matures closest to, but not beyond, one year from the rebalancing date. To qualify for selection, an issue must have settled on or before the month-end rebalancing date.

S&P 500 Total Return Indx - The S&P 500 Index Total Return is a broad-based measurement of changes in stock market conditions based on the average performance of 500 widely held common stocks. It consists of 400 industrial, 40 utility, 20 transportation, and 40 financial companies listed on U.S. market exchanges. This is a capitalization-weighted calculated on a total return basis with dividends reinvested. The S&P represents about 75% of the NYSE market capitalization.

FDIC Insured CD Ladder

Description	Symbol/CUSIP	Maturity Date	Coupon	Quantity	Est. Annual Income
CASH				\$153,965.70	
AMERICAN NATIONAL BANK FDIC # 33812 CERTIFICATE OF DEPOSIT MONTHLY CALLABLE BEGINNING 09/30/22 0.15% DUE 06/30/2023	02772JCC2	6/30/2023	0.150	100,000.00000	\$150.00
CAPITAL ONE BANK (USA) NA GLEN ALLEN, VA FDIC # 33954 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 2.65% DUE 04/13/2026	14042TFH5	4/13/2026	2.650	250,000.00000	\$6,625.00
EXCHANGE BK GIBBON, NE FDIC # 1435 CERTIFICATE OF DEPOSIT MONTHLY 1.75% DUE 04/29/2024	301074FL9	4/29/2024	1.750	200,000.00000	\$3,500.00
FIRST NATIONAL BANK DAMARISCOTTA, ME FDIC # 4256 CERTIFICATE OF DEPOSIT MONTHLY 1.9% DUE 10/30/2023	32117BES3	10/30/2023	1.900	200,000.00000	\$3,800.00
GOLDMAN SACHS BANK USA FDIC # 33124 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 1.8% DUE 01/30/2023	38149MNX7	1/30/2023	1.800	40,000.00000	\$720.00
GOLDMAN SACHS BANK USA NEW YORK, NY FDIC # 33124 CERTIFICATE OF DEPOSIT MONTHLY CALLABLE BEGINNING 10/13/22 2.65% DUE 04/14/2025	38149M4U4	4/14/2025	2.650	200,000.00000	\$5,300.00
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION COLUMBUS, OH FDIC # 628 CERTIFICATE OF DEPOSIT SEMI-ANNUAL CALLABLE BEGINNING 10/19/22 2.75% DUE 04/17/2025	48128WRW7	4/17/2025	2.750	250,000.00000	\$6,875.00
MORGAN STANLEY BANK, NATIONAL ASSOCIATION SALT LAKE CITY, UT FDIC # 32992 CERTIFICATE OF DEPOSIT SEMI-ANNUAL CALLABLE BEGINNING 04/20/23 2.35% DUE 10/18/2024	61773TDL4	10/18/2024	2.350	200,000.00000	\$4,700.00
PACIFIC WESTERN BANK LOS ANGELES, CA FDIC # 24045 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 2.75% DUE 04/26/2023	69506YTK5	4/26/2023	2.750	120,000.00000	\$3,360.00
TEXAS EXCH BANK SSB CROWLEY, TX FDIC # 20099 CERTIFICATE OF DEPOSIT MONTHLY CALLABLE BEGINNING 08/18/22 0.35% DUE 12/18/2023	88241TJP6	12/18/2023	0.350	95,000.00000	\$332.50
UBS BANK USA SALT LAKE CITY, UT FDIC # 57565 CERTIFICATE OF DEPOSIT MONTHLY 3% DUE 07/27/2023	90348J4P2	7/27/2023	3.000	120,000.00000	\$3,600.00
Total:	11			\$1,928,965.70	\$38,962.50

Emergency Maintenance Fund (Page 1 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTCT - City of Destin (Prices as of 09/30/2022)	2.060	03/28/2027	3,681	95.986	3,541,457.05			1.690	4.352	2.147	1.842	100.00
Cash												
-												
CASHCASH6 - OPENING BALANCE	0.000	10/03/2022	61	100.000	61,446.72	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.008	1.74
ABS												
-												
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	72	95.330	68,725.80		AAA	2.980	4.547	3.084	3.219	1.94
14041NFW6 - COMET 2021-A1 A1 0.55% 07/15/2026	0.550	07/15/2026	72	93.080	67,034.10		AAA	1.730	4.624	0.591	1.790	1.89
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	06/15/2026	73	95.180	69,498.13	Aaa	AAA	1.970	2.997	0.578	2.060	1.96
254683CM5 - DCENT 2019-A3 A 1.89% 10/15/2024	1.890	05/15/2024	18	99.950	18,118.58	Aaa		0.030	3.135	1.891	0.041	0.51
34528QHK3 - Ford Credit Mstr Tr a 2020-1 20250915 0.00000 a-1	0.700	09/15/2025	73	96.220	70,261.89	Aaa		0.920	4.788	0.727	0.959	1.98
362590AC5 - Gm Fin Cons Atmb Tr 2020-3 20250716 0.00000 a3	0.450	04/16/2025	40	97.790	38,929.20	Aaa	AAA	0.840	3.015	0.460	0.879	1.10
43813GAC5 - HAROT 2021-1 A3 0.27% 04/21/2025	0.270	03/01/2025	64	97.070	61,781.84	Aaa	AAA	0.890	3.496	0.278	0.940	1.74
448977AD0 - Hyundai Auto Rec Tr 2022-a 20261015 0.00000 a-3	2.220	10/15/2026	72	95.900	69,114.60		AAA	2.510	3.875	2.315	2.671	1.95
47787JAC2 - John Deere Owner Tr 2022 20260915 0.00000 a-3	2.320	09/15/2026	72	95.570	68,880.00	Aaa		2.170	4.393	2.428	2.301	1.94
65479CAD0 - Nissan Auto Rec Tr 2020-B 20240715 0.00000 a-3	0.550	07/15/2024	10	98.990	10,329.33		AAA	0.420	2.890	0.556	0.441	0.29
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	73	95.800	69,944.04	Aaa	AAA	1.470	3.185	0.344	1.519	1.98
92348CAA9 - Verizon Owner Tr 2020-C 20250421 0.00000 a	0.410	12/01/2025	72	97.960	70,554.98		AAA	0.520	4.267	0.419	0.540	1.99
92348KAH6 - Verizon Master Trust 2022-2 20280720 0.00000 a	1.530	07/20/2028	30	92.690	27,819.75	Aaa	AAA	2.200	4.941	1.651	2.310	0.79
92348KAS2 - Verizon Master Trust 2022-4 20281120 0.00000 a	3.400	11/20/2028	60	96.160	57,752.67	Aaa		2.450	5.007	3.536	2.641	1.63
Agencies												
-												
3133EMYX4 - Federal Farm Cr Bks Cons Bd 0.125%23 Cons B	0.125	05/10/2023	110	97.590	107,402.47	Aaa	AAA	0.600	4.160	0.128	0.608	3.03
3135G0T78 - Federal Natl Mtg Assn 2%100522 2%1005	2.000	10/05/2022	50	99.990	50,481.11	Aaa	AA+	0.014	2.694	2.000	0.014	1.43
3137EAEV7 - Federal Home Ln Mtg Corp Fr 082423 Fr 082	0.250	08/24/2023	144	96.530	139,039.20	Aaa	AAA	0.882	4.220	0.259	0.899	3.93
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	149	99.070	148,716.28	Aaa		1.250	4.294	3.583	1.292	4.20
742651DX7 - Private Export Funding Corp. 1.75% Snr Sec Pidi Nts 15/11/20	1.750	11/15/2024	70	93.870	66,168.38	Aaa	AAA	2.051	4.819	1.864	2.126	1.87
CMBS												
-												
3137B1UG5 - FHLMC Remic Series K-027 20230125 2.63700 a-2	2.637	01/01/2023	25	99.670	25,339.53	Aaa	AAA	0.170	3.545	2.646	0.181	0.72
3137B3NX2 - FHLMC Remic Series K-031 20230425 Flt a-2	3.300	04/01/2023	103	99.290	102,685.88	Aaa	AAA	0.510	4.294	3.324	0.501	2.90
3137B4GX8 - FHLMC Remic Series K-032 20230225 3.01600 a-1	3.016	02/01/2023	3	99.770	2,942.00	Aaa	AAA	0.140	3.214	3.023	0.151	0.08
3137B7YY9 - FHLMC Series K-037 20240125 3.49000 a-2	3.490	01/01/2024	75	98.810	74,318.35	Aaa	AAA	1.080	4.402	3.532	1.131	2.10
CMO												
-												
3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	41	97.620	40,214.97	Aaa	AAA	1.080	4.550	2.561	1.150	1.14
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	122	91.690	111,701.85	Aaa	AAA	3.030	4.728	2.181	3.411	3.15
3136AGDV1 - FNMA Remic Trust 2013-97 20311125 3.00000 Eb	3.000	11/01/2031	72	98.220	71,063.90	Aaa	AAA	1.170	4.385	3.054	1.221	2.01
3137A1N25 - FHLMC Remic Series 3706 20231015 2.00000 Cb	2.000	10/01/2023	0	99.060	77.97	Aaa	AA+	0.340	4.433	2.019	0.370	0.00
3137A8QF8 - FHLMC Remic Series 3841 20260415 3.00000 Bd	3.000	04/01/2026	0	99.680	0.13	Aaa	AA+	0.160	4.160	3.010	0.181	0.00
3137ANTK1 - FHLMC Remic Series 4027 20410715 3.50000 Ta	3.500	07/01/2041	83	96.440	80,741.85	Aaa	AAA	3.050	4.493	3.629	4.090	2.28
3137AWNN1 - FHLMC Remic Series 4136 20260115 3.00000 Vj	3.000	01/01/2026	23	97.440	22,850.65	Aaa	AAA	1.500	4.581	3.079	1.669	0.65
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	41	94.610	38,754.06	Aaa	AAA	1.690	4.962	1.850	1.801	1.09
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	33	97.760	32,022.64	Aaa	AAA	1.490	4.430	3.069	1.609	0.90
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	96	95.090	91,537.02	Aaa	AAA	1.710	4.865	2.103	1.831	2.58

Emergency Maintenance Fund (Page 2 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTCT - City of Destin (Prices as of 09/30/2022)	2.060	03/28/2027	3,681	95.986	3,541,457.05			1.690	4.352	2.147	1.842	100.00
3137BGVZ9 - FHLMC Remic Series 4447 20330215 3.00000 Ba	3.000	02/01/2033	0	99.850	210.70	Aaa	AAA	0.030	3.854	3.005	0.041	0.01
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	33	98.450	32,324.98	Aaa	AA+	1.580	4.516	3.682	1.751	0.91
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	14	101.100	13,788.05	Aaa	AAA	2.420	4.959	5.440	2.789	0.39
31397QLT3 - FNMA Remic Trust 2011-4 20400425 3.00000 Pk	3.000	04/01/2040	9	98.650	8,608.98	Aaa	AA+	0.800	4.495	3.041	0.811	0.24
31398VUJ3 - FHLMC Remic Series 3659 20250415 4.00000 Dy	4.000	04/01/2025	0	99.900	334.86	Aaa	AA+	0.030	2.677	4.004	0.041	0.01

MBS

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3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	71	93.300	66,608.47	Aaa	AAA	3.290	5.003	3.215	3.871	1.88
3132A8SY6 - FHLMC Super 15y Fixed 2.000 20320101 2.	2.000	01/01/2032	32	89.560	28,331.35	Aaa	AAA	3.050	5.550	2.233	3.370	0.80
3132AEFB7 - FHLMC Super 15y Fixed 3.500 20330201 3.	3.500	02/01/2033	102	94.780	97,380.32	Aaa	AAA	2.600	5.470	3.693	2.929	2.75
3138EHQ21 - FNMA Umbs Int 15 Year 5.000 20240901 5.	5.000	09/01/2024	4	100.330	3,771.58	Aaa	AAA	0.410	3.502	4.984	0.441	0.11
3138EL4S9 - FNMA Pass-Thru Int 15 Year 4.500 20261001 4.	4.500	10/01/2026	28	98.350	27,915.58	Aaa	AAA	1.260	5.611	4.575	1.361	0.79
3140X8BF3 - FNMA Super Int 15 Year 4.000 20340601 4.	4.000	06/01/2034	36	97.650	35,216.21	Aaa	AAA	2.170	4.973	4.096	2.471	0.99
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	79	90.840	71,856.88	Aaa	AAA	2.970	4.760	1.651	3.129	2.03
3140XACH3 - FNMA Super Int 15 Year 4.500 20360401 4.	4.500	01/01/2027	69	98.350	68,441.41	Aaa	AAA	1.090	5.776	4.575	1.169	1.93
31418AJK5 - FNMA Umbs Int 20 Year 3.000 20320901 3.	3.000	09/01/2032	93	92.150	85,722.29	Aaa	AAA	3.230	5.390	3.256	3.781	2.42
31418CB45 - FNMA Pass-Thru Int 20 Year 3.500 20360901 3.	3.500	09/01/2036	32	93.620	30,452.71	Aaa	AAA	4.040	4.970	3.739	5.191	0.86
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	72	93.200	67,282.63	Aaa	AAA	3.100	5.143	3.219	3.600	1.90
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	28	90.520	25,156.21	Aaa	AAA	3.180	4.624	1.657	3.389	0.71
31418MXQ0 - FNMA Super Int 15 Year 4.500 20250201 4.	4.500	02/01/2025	31	98.700	30,457.97	Aaa	AAA	0.810	5.776	4.559	0.860	0.86
36202FJC1 - GNMA Pass-Thru M Single Family 4.000 20250820 4.	4.000	08/01/2025	25	94.920	23,645.10	Aaa	AAA	1.060	8.770	4.214	1.131	0.67
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	26	96.440	24,759.08	Aaa	AAA	2.350	4.959	3.629	2.630	0.70

Treasuries

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9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	09/30/2024	215	95.970	206,335.50	U.S./#Aaa	U.S.	1.930	4.248	2.214	2.000	5.83
912828M80 - United States Treas Nts 2%11/30/22 2%11/3	2.000	11/30/2022	141	99.810	141,672.10	U.S./#Aaa	U.S.	0.166	3.125	2.004	0.167	4.00
912828VS6 - United States Treas Nts 2.5%08/15/23 2.5%08	2.500	08/15/2023	25	98.490	24,700.63	U.S./#Aaa	U.S.	0.854	4.274	2.538	0.874	0.70
91282CBM2 - United States Treas Nts 0.125%02/15/24 0.125%	0.125	02/15/2024	146	94.460	137,934.41	U.S./#Aaa	U.S.	1.350	4.318	0.132	1.377	3.89
91282CDN8 - United States Treas Nts 1%12/15/24 1%12/1	1.000	12/15/2024	195	93.180	182,271.08	U.S./#Aaa	U.S.	2.146	4.269	1.073	2.208	5.15
91282CEQ0 - United States Treas Nts 2.75%05/15/25 2.75%0	2.750	05/15/2025	72	96.230	70,028.10	U.S./#Aaa	U.S.	2.497	4.283	2.858	2.622	1.98

Alternate Investment Fund (Page 1 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
DESTC2 - City of Destin (Prices as of 09/30/2022)	2.462	03/23/2028	5,219	92.515	4,852,175.45			3.764	4.428	2.663	4.175	100.00	2.545
Cash													
-													
CASHCASH6 - OPENING BALANCE	0.000	10/03/2022	51	100.000	50,561.12	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.008	1.04	0.000
ABS													
-													
34528QHK3 - Ford Credit Mstr Tr a 2020-1 20250915 0.00000 a-1	0.700	09/15/2025	93	96.220	89,511.73	Aaa		0.920	4.788	0.727	0.959	1.84	
380149AC8 - Gm Fin Cons Atmb Rec Tr 2021-2 20260416 0.00000 a-3	0.510	04/16/2026	56	96.000	53,771.11	Aaa	AAA	1.490	3.188	0.531	1.549	1.11	0.512
92348KAA1 - VZMT 2021-1 A 0.50% 05/20/27	0.500	05/20/2027	65	93.240	60,615.03	Aaa	AAA	1.580	4.843	0.536	1.639	1.25	0.501
98162WAD9 - WOART 2018-D A3 3.33% 3/15/2024	3.330	03/15/2024	0	100.010	26.33	Aaa	AAA	0.030	3.180	3.330	0.041	0.00	3.334
98163LAC4 - World Omni Auto Recv Tr 2021-B 20260615 0.00000 a-3	0.420	06/15/2026	37	95.830	35,463.58		AAA	1.680	2.885	0.438	1.751	0.73	0.423
Agencies													
-													
3133EHNP4 - Federal Farm Cr Bks Cons Bd 2.35%25 Cons B	2.350	06/16/2025	38	94.840	36,297.18	Aaa	AA+	2.588	4.388	2.478	2.710	0.75	3.064
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	37	99.070	36,929.55	Aaa		1.250	4.294	3.583	1.292	0.76	2.076
742651DY5 - Private Expt Fdg Corp Sr Sec Nt 1.4%28 Sr Sec	1.400	07/15/2028	54	84.950	46,030.50	Aaa	AAA	5.427	4.369	1.648	5.790	0.95	1.435
880591ER9 - Tennessee Valley Auth Sr Nt 2.875%24 Sr Nt	2.875	09/15/2024	98	97.180	95,353.80	Aaa	AA+	1.880	4.393	2.958	1.959	1.97	1.972
880591EU2 - Tennessee Valley Auth Sr Gbl Nt 27 Sr Glb	2.875	02/01/2027	75	95.020	71,618.39	Aaa	AA+	4.013	4.141	3.026	4.340	1.48	1.875
CMBS													
-													
3137B1UG5 - FHLMC Remic Series K-027 20230125 2.63700 a-2	2.637	01/01/2023	39	99.670	39,235.40	Aaa	AAA	0.170	3.545	2.646	0.181	0.81	
3137B7YY9 - FHLMC Series K-037 20240125 3.49000 a-2	3.490	01/01/2024	35	98.810	34,681.90	Aaa	AAA	1.080	4.402	3.532	1.131	0.71	
3137BBBD1 - FHLMC Remic Series K-038 20240325 3.38900 a-2	3.389	03/01/2024	36	98.530	35,569.08	Aaa	AAA	1.280	4.395	3.440	1.331	0.73	3.015
3137F83P6 - FHLMC Remic Series K-121 20300825 Flt a-1	0.995	08/01/2030	40	83.960	33,608.04	Aaa	AAA	5.050	4.367	1.185	5.451	0.69	
3137FARE0 - FHLMC Remic Series K-727 20240725 2.94600 a-2	2.946	07/01/2024	34	97.400	33,474.93	Aaa	AAA	1.570	4.510	3.025	1.639	0.69	3.213
3137FEBQ2 - FHLMC Remic Series K-072 20271225 3.44400 a-2	3.444	12/01/2027	45	94.910	42,834.35	Aaa	AAA	4.600	4.543	3.629	5.161	0.88	2.389
3137FG6X8 - FHLMC Remic Series K-077 20280525 Flt a-2	3.850	05/01/2028	47	96.550	45,524.27	Aaa	AAA	4.880	4.542	3.988	5.560	0.94	2.324
3137FJYB9 - FHLMC Remic K-J22 20240925 4.09400 a-2	4.094	09/01/2024	16	99.370	15,504.08	Aaa	AAA	1.160	4.440	4.120	1.221	0.32	3.748
3137FJZ93 - FHLMC Remic Series K-084 20281025 Flt a-2	3.780	10/01/2028	35	95.680	33,594.58	Aaa	AAA	5.230	4.599	3.951	6.000	0.69	2.259
3137FQXJ7 - FHLMC Remic Series K-737 20261025 2.52500 a-2	2.525	10/01/2026	75	92.350	69,415.05	Aaa	AAA	3.650	4.653	2.734	3.929	1.43	
3137FV5M0 - FHLMC Remic Series K-113 20291025 0.80500 a-1	0.805	10/01/2029	77	84.970	65,757.30	Aaa	AAA	4.500	4.340	0.947	4.789	1.36	
Corporates													
Financial													
05531FBB8 - BB&T Corporation 2.85% Snr Mtn 26/10/2024 Usd (S	2.850	10/26/2024	75	96.210	73,071.88	A3	A-	1.984	4.792	2.962	2.071	1.51	4.577
12572QAJ4 - Cme Group Inc Sr Nt 3.75%28 Sr Nt	3.750	06/15/2028	47	94.350	44,858.56	Aa3	AA-	5.037	4.895	3.975	5.708	0.92	3.189
46625HRY8 - Jpmorgan Chase & CO Sr Nt Fxd/Flt 28 Sr Nt	3.782	02/01/2028	50	91.680	46,149.92	A1	A-	4.721	5.606	4.125	5.339	0.95	1.677
571748AZ5 - Marsh & McLennan Cos Inc Sr Gbl Nt 26 Sr Glb	3.750	03/14/2026	24	96.670	23,240.80	Baa1	A-	3.196	4.807	3.879	3.452	0.48	1.241
6174468Q5 - Morgan Stanley Fr 2.188%042826 Fr 2.1	2.188	04/28/2026	55	91.730	50,959.60	A1	A-	3.378	4.727	2.385	3.575	1.05	0.988
693475AZ8 - Pnc Finl Svcs Group Inc Sr Gbl Nt 30 Sr Glb	2.550	01/22/2030	75	82.340	62,116.25	A3	A-	6.440	5.517	3.097	7.312	1.28	4.843
74460DAD1 - Public Storage 3.385% Snr Pidi Nts 01/05/2029	3.385	05/01/2029	80	89.840	72,992.81	A2	A	5.751	5.228	3.768	6.584	1.50	4.810
808513AY1 - Schwab Charles Corp New Sr Gbl Nt 24 Sr Glb	3.550	02/01/2024	37	98.510	36,663.97	A2	A	1.291	4.710	3.604	1.339	0.76	3.520
Industrial													
032095AJ0 - Amphenol Corporation Snr Pidi Nts Usd (Sec Regd)	2.800	02/15/2030	50	84.080	42,215.00	A3	BBB+	6.441	5.450	3.330	7.378	0.87	2.615
037833DP2 - Apple Inc. Snr Pidi Nts 11/09/2029 Usd (SE	2.200	09/11/2029	86	85.190	73,363.26	Aaa	AA+	6.260	4.725	2.582	6.948	1.51	4.322
053015AE3 - Automatic Data Processing Inc Sr Gbl Nt 25 Sr Glb	3.375	09/15/2025	40	97.000	38,856.25	Aa3	AA-	2.780	4.468	3.479	2.959	0.80	1.946
171340AH5 - Church & Dwight Inc Sr Nt 2.875%22 Sr Nt	2.875	10/01/2022	30	100.000	30,428.85	A3	BBB+	0.003	2.834	2.875	0.003	0.63	2.498
191216CU2 - Coca Cola CO Sr Nt 1.45%27 Sr Nt	1.450	06/01/2027	55	86.400	47,783.62	A1	A+	4.409	4.730	1.678	4.668	0.98	4.206
22160KAN5 - Costco Whsl Corp New Sr Nt 1.375%27 Sr Nt	1.375	06/20/2027	58	86.310	50,281.33	Aa3	A+	4.466	4.636	1.593	4.721	1.04	1.333
437076BN1 - Home Depot Inc	2.125	09/15/2026	55	90.670	49,917.20	A2	A	3.702	4.713	2.344	3.959	1.03	4.404
57636QAR5 - Mastercard Inc Sr Nt 3.3%27 Sr Nt	3.300	03/26/2027	56	93.930	52,621.33	A1	A+	4.097	4.820	3.513	4.485	1.08	2.684
66989HAN8 - Novartis Capital Corp Sr Gbl Nt3.1%27 Sr Glb	3.100	05/17/2027	77	93.810	73,115.56	A1	AA-	4.236	4.599	3.305	4.627	1.51	4.454
67066GAF1 - Nvidia Corp Sr Nt 2.85%30 Sr Nt	2.850	04/01/2030	57	85.710	49,662.44	A2	A	6.543	5.172	3.325	7.501	1.02	4.754

Alternate Investment Fund (Page 2 of 2)

CUSIP	Coupon	Maturity	Quantity	Price	+ Accrued	Rating	Rating	Duration	Yield to Worst	Yield	Yrs	Weight	Book Yield
DESTC2 - City of Destin (Prices as of 09/30/2022)	2.462	03/23/2028	5,219	92.515	4,852,175.45			3.764	4.428	2.663	4.175	100.00	2.545
Utilities													
03040WAQ8 - American Wtr Cap Corp Sr Nt 2.95%27 Sr Nt	2.950	09/01/2027	50	90.760	45,498.82	Baa1	A	4.478	5.097	3.250	4.921	0.94	2.964
MBS													
-													
3128MCDX0 - FHLMC Pc Gold Comb 15 4.500 20240501 4.	4.500	05/01/2024	1	98.520	560.18	Aaa	AAA	0.580	6.782	4.568	0.619	0.01	3.809
3128MDBR3 - FHLMC Pc Gold Comb 15 4.000 20261001 4.	4.000	10/01/2026	16	96.810	15,070.14	Aaa	AAA	1.080	6.884	4.132	1.150	0.31	3.389
3128MFL48 - FHLMC Pc Gold Comb 15 3.500 20320901 3.	3.500	09/01/2032	37	95.390	35,494.11	Aaa	AAA	2.160	5.623	3.669	2.400	0.73	3.128
3128MMUS0 - FHLMC Pc Gold Comb 15 3.000 20310301 3.	3.000	03/01/2031	22	94.550	21,302.04	Aaa	AAA	2.790	4.924	3.173	3.181	0.44	2.686
3128P7QP1 - FHLMC Pc Gold Cash 20 4.500 20310301 4.	4.500	03/01/2031	41	96.740	39,568.90	Aaa	AAA	2.700	5.661	4.652	3.189	0.82	3.455
3128P8D99 - FHLMC Mbs Gold Cash 20 3.500 20370501 3.	3.500	05/01/2037	44	93.460	41,335.00	Aaa	AAA	4.030	4.997	3.745	5.350	0.85	
31307B2Y5 - FHLMC Pc Gold 15 Yr 2.500 20280501 2.	2.500	05/01/2028	10	95.450	9,675.92	Aaa	AAA	1.930	4.848	2.619	2.079	0.20	2.249
31329KW59 - FHLMC Umbs 20Y Fixed 3.000 20370801 3.	3.000	08/01/2037	12	91.150	10,910.18	Aaa	AAA	4.210	4.982	3.291	5.421	0.22	2.802
3138ELGM9 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	06/01/2028	11	94.980	10,804.66	Aaa	AAA	1.590	6.101	3.159	1.721	0.22	2.667
3138EMNQ0 - FNMA Pass-Thru Int 15 Year 4.500 20270101 4.	4.500	01/01/2027	4	98.360	4,424.55	Aaa	AAA	1.080	5.785	4.575	1.161	0.09	3.868
3138EPPE8 - FNMA Super Int 20 Year 4.000 20340601 4.	4.000	06/01/2034	18	95.400	16,803.19	Aaa	AAA	3.230	5.345	4.193	3.901	0.35	3.569
3138EPS70 - FNMA Pass-Thru 15yr	4.000	02/01/2029	5	96.760	4,850.27	Aaa	AAA	1.070	5.670	4.134	1.150	0.10	3.473
3138EQE81 - FNMA Pass-Thru Int 15 Year 4.000 20290501 4.	4.000	05/01/2029	10	96.700	9,520.19	Aaa	AAA	1.240	6.502	4.137	1.339	0.20	3.728
3138ERTL4 - FNMA Pass-Thru Int 15 Year 3.000 20311201 3.	3.000	12/01/2031	37	94.200	35,040.54	Aaa	AAA	2.610	5.199	3.185	2.910	0.72	2.884
3138WJLU0 - FNMA Umbs Int 20 Year 3.000 20361201 3.	3.000	12/01/2036	15	91.410	14,098.94	Aaa	AAA	4.190	4.942	3.282	5.331	0.29	2.658
3138WVW31 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	06/01/2028	14	96.210	13,983.91	Aaa	AAA	2.030	4.800	3.118	2.211	0.29	2.611
3140X5JP9 - FNMA Super Int 15 Year 3.500 20330301 3.	3.500	03/01/2033	67	95.270	63,961.47	Aaa	AAA	3.505	4.777	3.674	3.967	1.32	2.863
3140X6M73 - FNMA Super Int 15 Year 3.000 20330401 3.	3.000	04/01/2033	16	94.250	15,413.02	Aaa	AAA	2.880	4.945	3.183	3.279	0.32	2.564
3140X6RH6 - FNMA Super Int 15 Year 3.500 20330201 3.	3.500	02/01/2033	17	95.410	16,309.71	Aaa	AAA	2.370	5.375	3.668	2.649	0.34	2.960
3140X6WA5 - FNMA Super Int 15 Year 3.500 20350501 3.	3.500	05/01/2035	69	95.060	66,083.90	Aaa	AAA	2.840	5.138	3.682	3.359	1.36	
3140X6XR7 - FNMA Super Int 15 Year 3.500 20350301 3.	3.500	03/01/2035	39	94.900	37,328.91	Aaa	AAA	3.230	4.974	3.688	3.929	0.77	3.090
3140XACH3 - FNMA Super Int 15 Year 4.500 20360401 4.	4.500	01/01/2027	22	98.350	21,332.39	Aaa	AAA	1.090	5.776	4.575	1.169	0.44	
31410LHK1 - FNMA Pass-Thru Int 15 Year 3.000 20270701 3.	3.000	07/01/2027	8	94.980	7,569.66	Aaa	AAA	1.560	6.158	3.159	1.680	0.16	2.617
31418AF78 - FNMA Pass-Thru Int 20 Year 4.000 20320601 4.	4.000	06/01/2032	22	95.400	21,335.55	Aaa	AAA	3.090	5.415	4.193	3.671	0.44	
31418BFZ4 - FNMA Pass-Thru Int 20 Year 4.000 20340801 4.	4.000	08/01/2034	25	95.410	23,958.88	Aaa	AAA	3.540	5.196	4.192	4.460	0.49	3.831
31418BTL0 - FNMA Pass-Thru Int 20 Year 3.500 20350801 3.	3.500	08/01/2035	45	93.860	42,064.16	Aaa	AAA	3.810	5.009	3.729	4.789	0.87	3.339
31418BYV2 - FNMA Umbs Int 20 Year 3.000 20360201 3.	3.000	02/01/2036	54	91.420	49,628.86	Aaa	AAA	3.990	5.062	3.282	4.981	1.02	
31418CQM9 - FNMA Umbs Shrt 10 Year 3.000 20271001 3.	3.000	10/01/2027	30	96.820	28,798.09	Aaa	AAA	1.760	4.718	3.099	1.899	0.59	2.696
31418CTH7 - FNMA Pass-Thru Shrt 10 Year 3.500 20280101 3.	3.500	01/01/2028	12	94.680	11,013.69	Aaa	AAA	1.830	6.385	3.697	1.989	0.23	3.338
31418EHT0 - FNMA Umbs Int 15 Year 4.000 20370801 4.	4.000	08/01/2037	98	96.640	94,593.71	Aaa	AAA	3.540	4.705	4.139	5.620	1.95	
Treasuries													
-													
9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	09/30/2024	514	95.970	493,285.80	U.S./#Aaa	U.S.	1.930	4.248	2.214	2.000	10.17	2.050
9128283F5 - United States Treas Nts 2.25%11/15/27 2.25%1	2.250	11/15/2027	103	91.500	95,114.06	U.S./#Aaa	U.S.	4.748	4.106	2.459	5.126	1.96	2.960
9128283W8 - United States Treas Nts 2.75%02/15/28 2.75%0	2.750	02/15/2028	51	93.650	47,936.81	U.S./#Aaa	U.S.	4.910	4.077	2.936	5.377	0.99	2.894
9128284R8 - United States Treas Nts 2.875%05/31/25 2.875%	2.875	05/31/2025	35	96.480	34,103.42	U.S./#Aaa	U.S.	2.534	4.285	2.980	2.666	0.70	2.839
9128284V9 - United States Treas Nts 2.875%08/15/28 2.875%	2.875	08/15/2028	16	93.820	15,068.70	U.S./#Aaa	U.S.	5.307	4.068	3.064	5.874	0.31	2.673
9128285M8 - United States Treas Nts 3.125%11/15/28 3.125%	3.125	11/15/2028	395	95.020	379,957.91	U.S./#Aaa	U.S.	5.479	4.051	3.289	6.126	7.83	2.596
912828M56 - United States Treas Nts 2.25%11/15/25 2.25%1	2.250	11/15/2025	52	94.170	49,407.15	U.S./#Aaa	U.S.	2.973	4.262	2.389	3.126	1.02	2.897
912828U24 - United States Treas Nts 2%11/15/26 2%11/1	2.000	11/15/2026	51	91.830	47,215.80	U.S./#Aaa	U.S.	3.890	4.176	2.178	4.126	0.97	2.841
912828YS3 - United States Treas Nts 1.75%11/15/29 1.75%1	1.750	11/15/2029	263	86.870	230,194.05	U.S./#Aaa	U.S.	6.537	3.876	2.015	7.126	4.74	1.710
91282CBH3 - United States Treas Nts 0.375%01/31/26 0.375%	0.375	01/31/2026	41	88.090	36,142.39	U.S./#Aaa	U.S.	3.251	4.243	0.426	3.337	0.74	0.488
91282CCH2 - United States Treas Nts 1.25%06/30/28 1.25%0	1.250	06/30/2028	55	85.700	47,306.88	U.S./#Aaa	U.S.	5.420	4.064	1.459	5.749	0.97	1.046
91282CDJ7 - United States Treas Nts 1.375%11/15/31 1.375%	1.375	11/15/2031	275	81.250	224,855.47	U.S./#Aaa	U.S.	8.312	3.829	1.692	9.126	4.63	1.802
91282CDQ1 - United States Treas Nts 1.25%12/31/26 1.25%1	1.250	12/31/2026	205	88.820	182,721.63	U.S./#Aaa	U.S.	4.059	4.146	1.407	4.252	3.77	2.372
91282CED9 - United States Treas Nts 1.75%03/15/25 1.75%0	1.750	03/15/2025	52	94.160	49,000.91	U.S./#Aaa	U.S.	2.365	4.277	1.859	2.455	1.01	2.643
91282CEX5 - United States Treas Nts 3%06/30/24 3%06/3	3.000	06/30/2024	150	97.820	147,855.00	U.S./#Aaa	U.S.	1.684	4.304	3.067	1.749	3.05	3.109

Debt Service Fund (Page 1 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
DESTCI - City of Destin (Prices as of 09/30/2022)	2.127	01/29/2028	2,668	96.047	2,568,590.39			1.753	4.384	2.216	1.871	100.00	1.836
Cash													
-													
CASHCASH6 - OPENING BALANCE	0.000	10/03/2022	36	100.000	36,164.16	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.008	1.41	0.000
ABS													
-													
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	53	95.330	50,589.83		AAA	2.980	4.547	3.084	3.219	1.97	2.941
14041NFW6 - COMET 2021-A1 A1 0.55% 07/15/2026	0.550	07/15/2026	11	93.080	10,241.32		AAA	1.730	4.624	0.591	1.790	0.40	0.551
14041NFZ9 - COMET 2022-A1 A1 2.8% 03/15/2027	2.800	03/15/2027	53	95.720	50,793.43		AAA	2.310	4.691	2.925	2.460	1.98	
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	06/15/2026	68	95.180	64,737.99	Aaa	AAA	1.970	2.997	0.578	2.060	2.52	0.553
254683CM5 - DCENT 2019-A3 A 1.89% 10/15/2024	1.890	05/15/2024	20	99.950	20,131.75	Aaa		0.030	3.135	1.891	0.041	0.78	1.295
34528QHK3 - Ford Credit Mstr Tr a 2020-1 20250915 0.00000 a-1	0.700	09/15/2025	44	96.220	42,349.64	Aaa		0.920	4.788	0.727	0.959	1.65	0.701
362590AC5 - Gm Fin Cons Atmb Tr 2020-3 20250716 0.00000 a3	0.450	04/16/2025	30	97.790	29,051.65	Aaa	AAA	0.840	3.015	0.460	0.879	1.13	0.393
43813GAC5 - HAROT 2021-1 A3 0.27% 04/21/2025	0.270	03/01/2025	20	97.070	19,465.51	Aaa	AAA	0.890	3.496	0.278	0.940	0.76	
43813KAC6 - Honda Auto Recv 2020-3 A3	0.370	10/18/2024	29	97.810	28,384.29		AAA	0.680	3.515	0.378	0.721	1.11	0.302
448977AD0 - Hyundai Auto Rec Tr 2022-a 20261015 0.00000 a-3	2.220	10/15/2026	53	95.900	50,876.03		AAA	2.510	3.875	2.315	2.671	1.98	2.221
47787JAC2 - John Deere Owner Tr 2022 20260915 0.00000 a-3	2.320	09/15/2026	53	95.570	50,703.33	Aaa		2.170	4.393	2.428	2.301	1.97	2.325
58769VAC4 - MBART 2020-1 A3 0.55% 02/18/2025	0.550	02/15/2025	9	98.120	8,713.29	Aaa	AAA	0.710	3.137	0.561	0.740	0.34	
65479CAD0 - Nissan Auto Rec Tr 2020-B 20240715 0.00000 a-3	0.550	07/15/2024	5	98.990	4,476.04		AAA	0.420	2.890	0.556	0.441	0.17	0.551
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	22	95.800	21,079.03	Aaa	AAA	1.470	3.185	0.344	1.519	0.82	0.330
92348CAA9 - Verizon Owner Tr 2020-C 20250421 0.00000 a	0.410	12/01/2025	11	97.960	10,779.23		AAA	0.520	4.267	0.419	0.540	0.42	0.413
92348KAD5 - Verizon Master Tr 2021-2 20280420 0.00000 a	0.990	04/20/2028	18	92.400	16,636.95		AAA	1.980	4.933	1.071	2.060	0.65	
92348KAH6 - Verizon Master Trust 2022-2 20280720 0.00000 a	1.530	07/20/2028	62	92.690	57,494.15	Aaa	AAA	2.200	4.941	1.651	2.310	2.24	1.534
92348KAS2 - Verizon Master Trust 2022-4 20281120 0.00000 a	3.400	11/20/2028	52	96.160	50,052.31	Aaa		2.450	5.007	3.536	2.641	1.95	
98163MAD0 - World Omni Auto Recv Tr 2020-a 20250415 0.00000 a-3	1.100	04/15/2025	30	98.760	29,205.40	Aaa	AAA	0.660	2.941	1.114	0.690	1.14	
Agencies													
-													
3130AJ7E3 - Federal Home Loan Banks Cons Bd 1.375%23 Cons B	1.375	02/17/2023	20	99.120	19,856.84	Aaa	AAA	0.374	3.714	1.387	0.384	0.77	0.303
3133EMYX4 - Federal Farm Cr Bks Cons Bd 0.125%23 Cons B	0.125	05/10/2023	33	97.590	32,220.74	Aaa	AAA	0.600	4.160	0.128	0.608	1.25	0.189
3135G0T78 - Federal Natl Mtg Assn 2%100522 2%1005	2.000	10/05/2022	12	99.990	12,115.47	Aaa	AA+	0.014	2.694	2.000	0.014	0.47	1.639
3135G0V75 - Federal Natl Mtg Assn Fr 1.75%070224 Fr 1.7	1.750	07/02/2024	105	95.740	100,976.17	Aaa	AA+	1.703	4.294	1.828	1.754	3.93	1.600
3137EAEV7 - Federal Home Ln Mtg Corp Fr 082423 Fr 082	0.250	08/24/2023	44	96.530	42,484.20	Aaa	AAA	0.882	4.220	0.259	0.899	1.65	0.205
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	102	99.070	101,805.77	Aaa		1.250	4.294	3.583	1.292	3.96	1.076
742651DX7 - Private Export Funding Corp. 1.75% Snr Sec Pidi Nts 15/11/20	1.750	11/15/2024	38	93.870	35,919.98	Aaa	AAA	2.051	4.819	1.864	2.126	1.40	2.584
CMBS													
-													
3137B3NX2 - FHLMC Remic Series K-031 20230425 Flt a-2	3.300	04/01/2023	75	99.290	74,855.13	Aaa	AAA	0.510	4.294	3.324	0.501	2.91	
3137B4WB8 - FHLMC Remic Series K-033 20230725 Flt a-2	3.060	07/01/2023	24	98.960	23,809.56	Aaa	AAA	0.670	4.335	3.092	0.690	0.93	0.665
3137BBBC3 - FHLMC Remic Series K-038 20231025 2.60400 a-1	2.604	10/01/2023	2	99.720	2,117.88	Aaa	AAA	0.180	3.209	2.611	0.181	0.08	1.996
3137BLMY1 - FHLMC Remic Series K-049 20250325 2.47500 a-1	2.475	03/01/2025	8	97.950	7,690.79	Aaa	AAA	0.930	4.511	2.527	0.970	0.30	1.440
3137FARE0 - FHLMC Remic Series K-727 20240725 2.94600 a-2	2.946	07/01/2024	46	97.400	45,236.39	Aaa	AAA	1.570	4.510	3.025	1.639	1.76	
38378XGG0 - GNMA Remic Trust 2014-109 20510916 Flt B	3.200	09/01/2051	62	98.910	61,521.91	Aaa	AAA	0.880	4.305	3.235	0.921	2.40	
CMO													
-													
3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	15	97.620	15,092.56	Aaa	AAA	1.080	4.550	2.561	1.150	0.59	
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	35	91.690	31,824.78	Aaa	AAA	3.030	4.728	2.181	3.411	1.24	
3136AHHB9 - FNMA Remic Trust 2013-124 20281225 2.50000 Bd	2.500	12/01/2028	4	97.730	3,818.12	Aaa	AA+	1.010	4.592	2.558	1.060	0.15	
3136AYRS4 - FNMA Remic Trust 2017-91 20450625 3.00000 Pc	3.000	06/01/2045	68	95.500	64,651.91	Aaa	AAA	2.240	5.052	3.141	2.340	2.52	
3137A1N25 - FHLMC Remic Series 3706 20231015 2.00000 Cb	2.000	10/01/2023	0	99.060	20.34	Aaa	AA+	0.340	4.433	2.019	0.370	0.00	
3137AJYG3 - FHLMC Remic Series 3973 20261215 2.50000 Pd	2.500	12/01/2026	37	96.760	35,976.90	Aaa	AA+	1.470	4.652	2.584	1.571	1.40	
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	11	94.610	10,817.27	Aaa	AAA	1.690	4.962	1.850	1.801	0.42	
3137B8K89 - FHLMC Remic Series 4317 20230115 2.00000 MT	2.000	01/01/2023	0	99.800	12.60	Aaa	AA+	0.070	3.458	2.004	0.090	0.00	

Debt Service Fund (Page 2 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
DESTCI - City of Destin (Prices as of 09/30/2022)	2.127	01/29/2028	2,668	96.047	2,568,590.39			1.753	4.384	2.216	1.871	100.00	1.836
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	10	97.760	9,642.18	Aaa	AAA	1.490	4.430	3.069	1.609	0.38	
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	29	95.090	27,582.80	Aaa	AAA	1.710	4.865	2.103	1.831	1.07	
3137BVXR2 - FHLMC Remic Series 4661 20430515 3.00000 Ha	3.000	05/01/2043	72	98.150	70,803.72	Aaa	AAA	1.030	4.811	3.057	1.019	2.76	
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	16	98.450	15,842.79	Aaa	AA+	1.580	4.516	3.682	1.751	0.62	3.152
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	3	101.100	2,828.64	Aaa	AAA	2.420	4.959	5.440	2.789	0.11	
31398SRE5 - FNMA Remic Trust 2010-137 20251225 2.50000 Cj	2.500	12/01/2025	1	97.510	1,080.68	Aaa	AA+	1.100	4.620	2.564	1.161	0.04	2.500
MBS													
-													
3128MFDL9 - FHLMC Giant Mbs Gold Comb 15 3.500 20320701 3.	3.500	07/01/2032	65	95.230	62,411.79	Aaa	AAA	4.066	4.634	3.675	4.682	2.43	3.111
3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	21	93.300	20,034.58	Aaa	AAA	3.290	5.003	3.215	3.871	0.78	2.529
3138AS5A6 - FNMA Umbs Int 15 Year 3.500 20260901 3.	3.500	09/01/2026	72	95.070	68,295.37	Aaa	AAA	1.380	6.993	3.681	1.489	2.66	3.954
3138EHHB1 - FNMA Super Int 15 Year 4.500 20260901 4.	4.500	09/01/2026	4	98.470	4,139.62	Aaa	AAA	1.210	5.554	4.570	1.309	0.16	3.717
3138EP2P8 - FNMA Super Int 15 Year 4.000 20290701 4.	4.000	07/01/2029	81	97.590	79,140.86	Aaa	AAA	2.695	4.785	4.099	2.984	3.08	3.374
3138ERB90 - FNMA Super Int 15 Year 3.500 20310201 3.	3.500	02/01/2031	14	95.220	13,780.82	Aaa	AAA	2.600	5.268	3.676	2.959	0.54	
3138WCC27 - FNMA Umbs Int 15 Year 3.500 20290701 3.	3.500	07/01/2029	22	95.260	21,292.62	Aaa	AAA	2.260	5.545	3.674	2.510	0.83	2.805
3138WJGA0 - FNMA Umbs Int 15 Year 2.500 20311101 2.	2.500	11/01/2031	4	92.780	4,048.25	Aaa	AAA	3.060	4.844	2.695	3.449	0.16	2.055
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	23	90.840	21,172.12	Aaa	AAA	2.970	4.760	1.651	3.129	0.82	1.240
3140XACH3 - FNMA Super Int 15 Year 4.500 20360401 4.	4.500	01/01/2027	18	98.350	18,221.42	Aaa	AAA	1.090	5.776	4.575	1.169	0.71	3.346
3140XF3M1 - FNMA Super Int 20 Year 4.500 20381101 4.	4.500	11/01/2038	61	97.380	59,151.65	Aaa	AAA	3.153	5.226	4.621	3.589	2.30	4.131
31417YTV9 - FNMA Pass-Thru Int 20 Year 4.000 20301101 4.	4.000	11/01/2030	22	95.420	20,845.17	Aaa	AAA	2.690	5.631	4.192	3.110	0.81	
31418CG99 - FNMA Umbs Int 20 Year 3.500 20370301 3.	3.500	03/01/2037	4	93.020	3,895.13	Aaa	AAA	4.090	5.076	3.763	5.361	0.15	3.100
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	20	93.200	19,053.49	Aaa	AAA	3.100	5.143	3.219	3.600	0.74	2.531
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	17	90.520	15,373.24	Aaa	AAA	3.180	4.624	1.657	3.389	0.60	1.265
31418MXQ0 - FNMA Super Int 15 Year 4.500 20250201 4.	4.500	02/01/2025	9	98.700	9,173.98	Aaa	AAA	0.810	5.776	4.559	0.860	0.36	3.131
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	8	96.440	7,958.27	Aaa	AAA	2.350	4.959	3.629	2.630	0.31	2.851
Treasuries													
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9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	09/30/2024	130	95.970	124,761.00	U.S./#Aaa	U.S.	1.930	4.248	2.214	2.000	4.86	1.429
912828M80 - United States Treas Nts 2%11/30/22 2%11/3	2.000	11/30/2022	64	99.810	64,305.07	U.S./#Aaa	U.S.	0.166	3.125	2.004	0.167	2.50	0.118
912828VS6 - United States Treas Nts 2.5%08/15/23 2.5%08	2.500	08/15/2023	6	98.490	5,928.15	U.S./#Aaa	U.S.	0.854	4.274	2.538	0.874	0.23	0.199
91282CBM2 - United States Treas Nts 0.125%02/15/24 0.125%	0.125	02/15/2024	44	94.460	41,569.28	U.S./#Aaa	U.S.	1.350	4.318	0.132	1.377	1.62	0.210
91282CCG4 - United States Treas Nts 0.25%06/15/24 0.25%0	0.250	06/15/2024	164	93.400	153,295.86	U.S./#Aaa	U.S.	1.672	4.300	0.268	1.708	5.97	1.569
91282CDN8 - United States Treas Nts 1%12/15/24 1%12/1	1.000	12/15/2024	189	93.180	176,662.74	U.S./#Aaa	U.S.	2.146	4.269	1.073	2.208	6.88	1.506
91282CEQ0 - United States Treas Nts 2.75%05/15/25 2.75%0	2.750	05/15/2025	53	96.230	51,548.46	U.S./#Aaa	U.S.	2.497	4.283	2.858	2.622	2.01	4.068

Emergency Operating Fund (Page 1 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield
<u>DESTC1 - City Of Destin (Prices as of 09/30/2022)</u>	1.991	04/27/2027	3,692	95.948	3,550,806.15			1.665	4.302	2.076	1.786	100.00	1.440

Cash

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CASHCASH6 - OPENING BALANCE	0.000	10/03/2022	61	100.000	60,882.98	U.S./#Aaa	U.S.		0.000	0.000	0.000	0.008	1.71	0.000

ABS

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12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	07/15/2027	72	95.330	68,725.80		AAA	2.980	4.547	3.084	3.219	1.94	2.941
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	06/15/2026	73	95.180	69,498.13	Aaa	AAA	1.970	2.997	0.578	2.060	1.96	0.553
254683CM5 - DCENT 2019-A3 A 1.89% 10/15/2024	1.890	05/15/2024	17	99.950	17,111.99	Aaa		0.030	3.135	1.891	0.041	0.48	1.895
34528QHK3 - Ford Credit Mstr Tr a 2020-1 20250915 0.00000 a-1	0.700	09/15/2025	73	96.220	70,261.90	Aaa		0.920	4.788	0.727	0.959	1.98	0.701
362590AC5 - Gm Fin Cons Atmb Tr 2020-3 20250716 0.00000 a3	0.450	04/16/2025	40	97.790	38,929.21	Aaa	AAA	0.840	3.015	0.460	0.879	1.10	0.404
43813GAC5 - HAROT 2021-1 A3 0.27% 04/21/2025	0.270	03/01/2025	75	97.070	72,784.08	Aaa	AAA	0.890	3.496	0.278	0.940	2.05	0.270
448977AD0 - Hyundai Auto Rec Tr 2022-a 20261015 0.00000 a-3	2.220	10/15/2026	73	95.900	70,074.53		AAA	2.510	3.875	2.315	2.671	1.97	2.221
47787JAC2 - John Deere Owner Tr 2022 20260915 0.00000 a-3	2.320	09/15/2026	73	95.570	69,836.67	Aaa		2.170	4.393	2.428	2.301	1.97	2.325
65479CAD0 - Nissan Auto Rec Tr 2020-B 20240715 0.00000 a-3	0.550	07/15/2024	14	98.990	14,116.77		AAA	0.420	2.890	0.556	0.441	0.40	0.551
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	72	95.800	68,985.90	Aaa	AAA	1.470	3.185	0.344	1.519	1.94	0.330
92348CAA9 - Verizon Owner Tr 2020-C 20250421 0.00000 a	0.410	12/01/2025	36	97.960	35,277.49		AAA	0.520	4.267	0.419	0.540	0.99	0.413
92348KAH6 - Verizon Master Trust 2022-2 20280720 0.00000 a	1.530	07/20/2028	72	92.690	66,767.40	Aaa	AAA	2.200	4.941	1.651	2.310	1.88	1.534
92348KAS2 - Verizon Master Trust 2022-4 20281120 0.00000 a	3.400	11/20/2028	72	96.160	69,303.20	Aaa		2.450	5.007	3.536	2.641	1.95	
98162YAD5 - WOART 2019-A A3 3.04% 05/15/2024	3.040	05/15/2024	2	99.980	1,650.33	Aaa	AAA	0.060	3.310	3.041	0.079	0.05	2.478

Agencies

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3130AJ7E3 - Federal Home Loan Banks Cons Bd 1.375%23 Cons B	1.375	02/17/2023	70	99.120	69,498.96	Aaa	AAA	0.374	3.714	1.387	0.384	1.96	0.319
3133EMYX4 - Federal Farm Cr Bks Cons Bd 0.125%23 Cons B	0.125	05/10/2023	105	97.590	102,520.54	Aaa	AAA	0.600	4.160	0.128	0.608	2.89	0.189
3135G0T78 - Federal Natl Mtg Assn 2%100522 2%1005	2.000	10/05/2022	27	99.990	27,259.80	Aaa	AA+	0.014	2.694	2.000	0.014	0.77	1.639
3137EAEV7 - Federal Home Ln Mtg Corp Fr 082423 Fr 082	0.250	08/24/2023	144	96.530	139,039.20	Aaa	AAA	0.882	4.220	0.259	0.899	3.92	0.222
742651DR0 - Private Expt Fdg Corp Sr Sec Nt2.05%22 Sr Sec	2.050	11/15/2022	37	99.830	37,221.54	Aaa		0.124	3.390	2.053	0.126	1.05	1.212
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	144	99.070	143,725.81	Aaa		1.250	4.294	3.583	1.292	4.05	0.389
742651DX7 - Private Export Funding Corp. 1.75% Snr Sec Pidi Nts 15/11/20	1.750	11/15/2024	72	93.870	68,058.90	Aaa	AAA	2.051	4.819	1.864	2.126	1.92	1.766
880591ER9 - Tennessee Valley Auth Sr Nt 2.875%24 Sr Nt	2.875	09/15/2024	72	97.180	70,055.85	Aaa	AA+	1.880	4.393	2.958	1.959	1.97	3.516

CMBS

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3137B3NX2 - FHLMC Remic Series K-031 20230425 Flt a-2	3.300	04/01/2023	104	99.290	103,645.56	Aaa	AAA	0.510	4.294	3.324	0.501	2.92	0.640
3137B4GX8 - FHLMC Remic Series K-032 20230225 3.01600 a-1	3.016	02/01/2023	8	99.770	8,470.45	Aaa	AAA	0.140	3.214	3.023	0.151	0.24	2.567
38378XGG0 - GNMA Remic Trust 2014-109 20510916 Flt B	3.200	09/01/2051	86	98.910	85,267.21	Aaa	AAA	0.880	4.305	3.235	0.921	2.40	

CMO

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3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	41	97.620	40,214.97	Aaa	AAA	1.080	4.550	2.561	1.150	1.13	
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	115	91.690	105,715.02	Aaa	AAA	3.030	4.728	2.181	3.411	2.98	
3137A1N25 - FHLMC Remic Series 3706 20231015 2.00000 Cb	2.000	10/01/2023	0	99.060	74.58	Aaa	AA+	0.340	4.433	2.019	0.370	0.00	
3137A8QF8 - FHLMC Remic Series 3841 20260415 3.00000 Bd	3.000	04/01/2026	0	99.680	0.13	Aaa	AA+	0.160	4.160	3.010	0.181	0.00	
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	37	94.610	34,897.47	Aaa	AAA	1.690	4.962	1.850	1.801	0.98	
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	33	97.760	32,111.11	Aaa	AAA	1.490	4.430	3.069	1.609	0.90	
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	96	95.090	91,401.81	Aaa	AAA	1.710	4.865	2.103	1.831	2.57	
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	33	98.450	32,324.98	Aaa	AA+	1.580	4.516	3.682	1.751	0.91	3.152
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	13	101.100	12,836.72	Aaa	AAA	2.420	4.959	5.440	2.789	0.36	
31397QLT3 - FNMA Remic Trust 2011-4 20400425 3.00000 Pk	3.000	04/01/2040	11	98.650	10,867.08	Aaa	AA+	0.800	4.495	3.041	0.811	0.31	
31398FN98 - FNMA Remic Trust 2009-87 20370825 5.00000 Qa	5.000	08/01/2037	2	99.560	2,188.65	Aaa	AA+	0.540	5.251	5.022	0.559	0.06	4.676
38374L5Y3 - GNMA Remic Trust 2005-74 20350916 7.50000 Hb	7.500	09/01/2035	18	103.080	19,102.71	Aaa	AA+	1.310	5.057	7.276	1.440	0.54	6.848

MBS

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Emergency Operating Fund (Page 2 of 2)

CUSIP	Coupon	Maturity	Quantity	Price	+ Accrued	Rating	Rating	Duration	Yield to Worst	Yield	Yrs	Weight	Book Yield
DESTC1 - City Of Destin (Prices as of 09/30/2022)	1.991	04/27/2027	3,692	95.948	3,550,806.15			1.665	4.302	2.076	1.786	100.00	1.440
3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	71	93.300	66,608.47	Aaa	AAA	3.290	5.003	3.215	3.871	1.88	2.529
3128MMRL9 - FHLMC Giant Mbs Gold Comb 15 3.500 20281101 3.	3.500	11/01/2028	115	95.370	110,009.99	Aaa	AAA	2.090	5.693	3.670	2.321	3.10	3.885
3128MMVM2 - FHLMC Giant Mbs Gold Comb 15 2.500 20311101 2.	2.500	11/01/2031	64	92.890	59,343.42	Aaa	AAA	3.000	4.873	2.691	3.389	1.67	2.067
3132A8SY6 - FHLMC Super 15y Fixed 2.000 20320101 2.	2.000	01/01/2032	29	89.560	26,307.69	Aaa	AAA	3.050	5.550	2.233	3.370	0.74	1.622
3138EHHB1 - FNMA Super Int 15 Year 4.500 20260901 4.	4.500	09/01/2026	19	98.470	18,918.07	Aaa	AAA	1.210	5.554	4.570	1.309	0.53	3.717
3138EHQ21 - FNMA Umbs Int 15 Year 5.000 20240901 5.	5.000	09/01/2024	4	100.330	4,164.97	Aaa	AAA	0.410	3.502	4.984	0.441	0.12	4.204
3138EL4S9 - FNMA Pass-Thru Int 15 Year 4.500 20261001 4.	4.500	10/01/2026	11	98.350	10,814.63	Aaa	AAA	1.260	5.611	4.575	1.361	0.30	4.041
3140X7WA3 - FNMA Super Int 15 Year 2.500 20350201 2.	2.500	02/01/2035	13	92.800	12,417.09	Aaa	AAA	2.630	5.248	2.694	2.910	0.35	2.153
3140X8BF3 - FNMA Super Int 15 Year 4.000 20340601 4.	4.000	06/01/2034	36	97.650	35,579.26	Aaa	AAA	2.170	4.973	4.096	2.471	1.00	3.499
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	79	90.840	71,856.88	Aaa	AAA	2.970	4.760	1.651	3.129	2.02	1.240
3140XACH3 - FNMA Super Int 15 Year 4.500 20360401 4.	4.500	01/01/2027	43	98.350	42,664.78	Aaa	AAA	1.090	5.776	4.575	1.169	1.20	3.346
31418CG99 - FNMA Umbs Int 20 Year 3.500 20370301 3.	3.500	03/01/2037	19	93.020	18,177.28	Aaa	AAA	4.090	5.076	3.763	5.361	0.51	3.100
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	76	93.200	71,450.59	Aaa	AAA	3.100	5.143	3.219	3.600	2.01	2.531
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	94	90.520	85,251.62	Aaa	AAA	3.180	4.624	1.657	3.389	2.40	1.265
31418MXQ0 - FNMA Super Int 15 Year 4.500 20250201 4.	4.500	02/01/2025	31	98.700	30,457.97	Aaa	AAA	0.810	5.776	4.559	0.860	0.86	3.131
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	24	96.440	22,990.56	Aaa	AAA	2.350	4.959	3.629	2.630	0.65	2.851
Treasuries													
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9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	09/30/2024	213	95.970	204,416.10	U.S./#Aaa	U.S.	1.930	4.248	2.214	2.000	5.76	1.172
912828M80 - United States Treas Nts 2%11/30/22 2%11/3	2.000	11/30/2022	141	99.810	141,672.10	U.S./#Aaa	U.S.	0.166	3.125	2.004	0.167	3.99	0.118
912828VS6 - United States Treas Nts 2.5%08/15/23 2.5%08	2.500	08/15/2023	26	98.490	25,688.65	U.S./#Aaa	U.S.	0.854	4.274	2.538	0.874	0.72	0.199
91282CBM2 - United States Treas Nts 0.125%02/15/24 0.125%	0.125	02/15/2024	146	94.460	137,934.41	U.S./#Aaa	U.S.	1.350	4.318	0.132	1.377	3.88	0.210
91282CCG4 - United States Treas Nts 0.25%06/15/24 0.25%0	0.250	06/15/2024	18	93.400	16,825.16	U.S./#Aaa	U.S.	1.672	4.300	0.268	1.708	0.47	0.453
91282CDN8 - United States Treas Nts 1%12/15/24 1%12/1	1.000	12/15/2024	252	93.180	235,550.32	U.S./#Aaa	U.S.	2.146	4.269	1.073	2.208	6.63	0.980
91282CEQ0 - United States Treas Nts 2.75%05/15/25 2.75%0	2.750	05/15/2025	73	96.230	71,000.71	U.S./#Aaa	U.S.	2.497	4.283	2.858	2.622	2.00	4.068

Fixed Income

Third Quarter | 2022

James Camp, CFA

Managing Director and
Portfolio Manager

Joseph Jackson, CFA

Portfolio Co-Manager

Burton Mulford, CFA

Portfolio Co-Manager

Sheila King, CFA

Portfolio Co-Manager

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Market Overview^{1,2}

The bond market, as measured by the Bloomberg U.S. Aggregate Bond Index, fell -4.75% during the third quarter, bringing year-to-date losses to -14.61%. The negative return can be largely attributed to September's weak performance as the index fell -4.32%, its worst monthly return since 1980 and the third-worst since its inception. The challenges ahead continue to revolve around an increasingly hawkish U.S. Federal Reserve (Fed), sticky inflation, and a weakening economy.

The yield on the benchmark 10-year U.S. Treasury note rose to 3.83%, compared to 3.02% on June 30, marking the highest quarterly close since the fourth quarter of 2009. The first month of the third quarter was an extension of what we saw in June as the yield on the 10-year note continued its descent to 2.57%. However, as investors digested additional Fed speak insinuating a higher for longer restrictive monetary policy, the 10-year note abruptly rose 126 basis points. We've highlighted in the past that such moves would be in play as implied volatility on Treasuries, measured by the MOVE Index, has held at multi-year highs.

Corporate credit spreads remained relatively resilient for the first half of the quarter, with the average corporate credit spread tightening as much as 24 basis points from the end of June to 1.31%. Spreads widened by 28 basis points to end the quarter at 1.55% as a bleaker economic outlook was priced in and earnings expectations finally began moving lower. Corporate bonds posted negative returns for the quarter and underperformed both duration-matched U.S. Treasuries and other fixed income sectors on a total return basis. Securitized products (asset-backed securities and mortgage-backed securities) delivered a negative total return and underperformed relative to Treasuries.

Fed Update and Outlook¹

Our near-term outlook remains cautious heading into the last three months of the year and is not likely to change anytime soon with the outlook for the first half of 2023 growing more dire. In one sense, macroeconomic uncertainty is high with several idiosyncratic global happenings that could skew the outlook one way or the other. However, in some ways the setup is clear: economic growth is slowing (globally), inflation remains elevated (globally), and Fed officials are set to keep hiking interest rates into the ongoing slowdown.

Economic activity is slowing – a fact that we'll simply sum up with the Conference Board Leading Economic Index[®] dipping below zero on a year-over-year basis along with the Citi U.S. Economic Data Change Index sitting at levels second only to the Global Financial Crisis and the peak of the COVID-19 pandemic. More importantly, we still do not see any clear signs that the trends currently in place are likely to reverse as part of a natural cycle any time soon. The mathematical headwind based on base effects (or "comps") will remain elevated for most growth-oriented metrics – including corporate earnings – through the rest of the year. Interestingly, even though one-year comps will recede in the first quarter and further again in the second quarter of 2023 (think of the sharp slowdown we experienced during those quarters in 2022), two-year average comps actually continue to steepen and won't peak until the second quarter of 2023.

The deceleration in economic growth and its likely path has been well-documented at this point in our prior commentary. However, inflationary dynamics appear more complicated. While headline inflation readings appear to have peaked back in June, several inflation gauges that attempt to measure underlying inflation such as the Federal Reserve Bank of Atlanta's

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Sticky-Price Consumer Price Index or the Federal Reserve Bank of Cleveland's 16% Trimmed-Mean Consumer Price Index are still accelerating higher as of the most recent readings for August. Overall inflation is still likely to continue moving lower as commodity prices are well off of their peaks, transportation costs are coming down, used car prices are declining, and money supply is tightening. However, it may end up being a bumpy road over the next few months before we get a cleaner read-through that underlying inflation is also in fact coming down.

The impact on markets is likely to be more of what we have experienced throughout the past few months, but with a few important exceptions. Risk assets remain in a lose-lose scenario with the Fed targeting tight financial conditions as a means of demand destruction to get inflation under control. Cross-asset volatility and Treasury volatility, as measured by the MOVE Index, will remain elevated, especially if the Fed commits in earnest to quantitative tightening. This means the range of possible outcomes for interest rates is wide — at least in the near term. The exception, however, is that income generation in the fixed income market is in a much better place than it has been in years, and certainly far better than it was even just a year ago. With interest rates at current levels and all-in yields higher than at any time over the past decade, the “income” in fixed income is meaningful enough to help buffer current volatility over the long term.

Our positioning remains defensive, but nimble, as we continue to evaluate markets and segments to opportunistically take advantage of the attractive yield landscape. We are, however, maintaining our neutral stance on duration.

Corporate Market Review^{1,2}

Investment-grade corporate bonds, as measured by the Bloomberg U.S. Corporate Bond Index, fell -3.11% during the quarter, and are down -18.72% for the year. Higher interest rates along the curve coupled with corporate credit spread widening

were the largest detractors to performance. Credit spreads widened 4 basis points during the quarter to 1.59% from the 1.55% spread level on June 30 with a majority of the move happening during the back half of the quarter.

Municipal Market Review^{1,2}

The municipal bond market posted negative returns across the curve during the third quarter. The Bloomberg Municipal Bond Index was down -3.46% for the quarter ending Sept. 30, bringing year-to-date returns to negative -12.13%. Municipals on a year-to-date basis have outperformed U.S. Treasuries by 96 basis points, with the U.S. Treasury Index down -13.09%. The municipal selloff occurred as U.S. Treasury rates increased and fund flows from municipal bonds turned negative. The AAA municipal curve flattened over the quarter, with the short and intermediate portions of the curve outperforming the long end: the 1-year index was down -1.12%; 5-year down -2.71%; 10-year down -2.54%; and 22+ year down -5.95%. In an effort to bring down inflation, the Federal Reserve increased rates by 75 basis points in September for a third straight meeting and reiterated a more hawkish tone for further rate hikes this year, which will continue to bring volatility to the markets.

Municipal performance relative to Treasuries was mixed this quarter, as AAA municipal general obligation to Treasury yield ratios rose in the front and back of the curve while the belly (the 7- to 15-year portion) compressed. The 1-year ratio increased from 59% to 73%; the 2-year from 63% to 71%; the 5-year from 73% to 76%; and the 30-year from 103% to 105%, while the 10-year ratio fell from 91% to 86%. Our municipal programs have been positioned defensively, using a barbell strategy. Over the quarter we raised cash levels with the expectation of higher yields in coming months. As tax-exempt valuations become more attractive, we will begin

reinvesting cash in those parts of the curve that have more value.

As of the end of the quarter, we have seen eight consecutive weeks of outflows from municipal mutual funds. In September, municipal investors withdrew \$7.9 billion, bringing total net outflows to \$15.6 billion for the quarter and \$91.2 billion for the year. In addition to the outflows, municipal new issuance has been much lower than expected this year. New issuance in September totaled \$25.3 billion, down 43% from September 2021 and significantly below the \$38 billion 5-year average. This brings total year-to-date issuance to \$308.4 billion. The lackluster issuance in September was due in part to issuers' hesitancy amid the Federal Open Market Committee meeting during the second to last week of the month and impending rate hike, as well as due to reductions in both taxable and refunding bonds.

On Sept. 28, Hurricane Ian made landfall as a Category 4 storm on the southwest coast of Florida, decimating coastal towns in its path. The damage and destruction will be significant and will likely be one of the costliest storms in U.S. history. At this time it is too soon to understand the impact on municipalities and entities in its path, as widespread power outages and flooding remain. We believe that the state of Florida, with the help of the federal government, is equipped to handle the damage as it has previously demonstrated with Hurricanes Irma and Harvey in 2017. Our expectation is that while there may be significant negative impact, it is prudent to remember that insurance as well as Federal Emergency Management Agency (FEMA) reimbursements are available to most for rebuilding. In instances where the destruction is greater than what state and local governments can handle, FEMA has historically paid for the majority (75% to 90%) of disaster-related costs. In addition, issuers in areas that are vulnerable to recurring natural disasters — whether wildfires, earthquakes, snow storms, or hurricanes —

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typically have policies in place that require them to maintain a strong cash reserve. Over the next several months we will closely monitor our portfolios as it relates to those areas impacted by Hurricane Ian and will make any adjustments necessary.

At this time, current market losses are not a function of credit issues, but instead driven by duration and investor outflows. Our program's focus on high quality and active management have proven accretive to total performance, helping to mitigate market losses during economic downturns. For portfolios underweight fixed income, dollar-cost averaging into municipals now could make sense.

1. References to specific securities are intended to illustrate the types of securities Eagle may hold in this portfolio. They are not intended as representations of specific investment recommendations that would have been profitable to an investor. Past performance is not a guarantee of future results. Opinions and estimates offered constitute Eagle's judgment and are subject to change without notice as are statements of financial-market trends, which are based on current market conditions. Investing involves risk, including the possible loss of principal.

This information is not intended to serve as investment, tax, legal, or accounting advice. It should not be considered a recommendation to engage in or refrain from taking a particular course of action and is not an endorsement, recommendation, or sponsorship of any securities, services, or other investment property. It has been prepared for informational purposes only, and you should consult your own investment, tax, legal, and/or accounting professionals before engaging in any transaction. Any discussion of tax matters contained herein is not intended or written to be used, and cannot be used, for the purpose of avoiding any penalties that may be imposed under federal tax laws. The opinions expressed are those of the author(s) and do not necessarily reflect the views of the firm, its clients, or any of its or their respective affiliates. Views expressed are as of the date indicated and may change based on market and other conditions. The accuracy of the content and its relevance to your particular circumstances is not guaranteed.

2. Sources: Investor Tools Perform and Yield Book

Investing in bonds involves risks that may adversely affect the value of your investment such as inflation risk, credit risk, call risk, interest rate risk, and liquidity risk, among others.

The two most prominent factors are interest rate movements and the credit worthiness of the bond issuer. Investors should pay careful attention to the types of fixed income securities that comprise their portfolios and remember that, as with all investments, there is the risk of loss of capital. A Real Estate Mortgage Investment Conduit (REMIC) is a type of multiclass mortgage-related security in which interest and principal payments from mortgages are structured into separately traded securities. These classes are distinguished by their sensitivity to the prepayment risk of the underlying mortgage-related collateral. Therefore, they may be more or less sensitive to prepayment risk, bear different interest rates, and have various average lives and final maturities.

Investment grade refers to fixed-income securities rated BBB or better by Standard & Poor's or Baa or better by Moody's. Convertible securities and preferred stock combine the fixed income characteristics of bonds with some of the potential for capital appreciation of equities and, thus, may be subject to greater risk than pure fixed-income instruments. Unlike bonds, preferred stock and some convertible securities do not have a fixed par value at maturity, and in this respect may be considered riskier than bonds. Convertible securities may include convertible bonds, convertible preferred stocks and other fixed-income instruments that have conversion features.

Investments in high-yield bonds and convertible securities are subject to the client's authorization, as set forth in the Investment Management Agreement. Such investments may be subject to greater risks than other fixed-income investments. The lower rating of high-yield bonds (less than investment grade) reflects a greater possibility that the financial condition of the issuer or adverse changes in general economic conditions may impair the ability of the issuer to pay income and principal. Periods of rising interest rates or economic downturns may cause highly leveraged issuers to experience financial stress, and thus markets for their securities may become more volatile. Moreover, to the extent that no established secondary market exists, there may be thin trading of high-yield bonds, which increases the potential for volatility.

Hawkish, dovish, and centrist are terms used to describe the monetary policy preferences of central bankers and others. Hawks prioritize controlling inflation and may favor raising interest rates to reduce it or keep it in check. Doves tend to support maintaining lower interest rates, often in support of stimulating job growth and the economy more generally. Centrists tend to occupy the middle of the continuum between tight (hawkish) and loose (dovish) monetary policy.

Basis points (bps) are measurements used in discussions of interest rates and other percentages in finance. One basis point is equal to 1/100th of 1%, or 0.01%.

Implied volatility is a measure of volatility levels based on the market's assessment of likely future volatility. It is thus different from realized volatility, also known as historical volatility, which measures levels of volatility that took place in the past.

The MOVE Index is a measure of U.S. interest rate volatility

that tracks the movement in U.S. Treasury yield volatility implied by current prices of one-month over-the-counter options on 2-year, 5-year, 10-year and 30-year Treasuries.

A credit spread is the difference in yield between a U.S. Treasury bond and another debt security with the same maturity but different credit quality. Also referred to as "bond spreads" or "default spreads," credit spreads are measured in basis points, with a 1% difference in yield equaling a spread of 100 basis points. Credit spreads reflect the risk of the debt security being compared with the Treasury bond, which is considered to be risk-free. Higher quality securities have a lower chance of the issuer defaulting. Lower quality securities have a higher chance of the issuer defaulting.

Duration incorporates a bond's yield, coupon, final maturity and call features into one number, expressed in years, that indicates how price-sensitive a bond or portfolio is to changes in interest rates. Bonds with higher durations carry more risk and have higher price volatility than bonds with lower durations.

Total return, when measuring performance, is the actual rate of return of an investment or a pool of investments over a given period of time. Total return includes interest, capital gains, dividends, and distributions realized over the specified period. Total return accounts for two categories of return: income including interest paid by fixed-income investments, distributions, or dividends and capital appreciation, representing the change in the market price of an asset.

Securitized products, such as asset-backed securities (ABS) and mortgage-backed securities (MBS), are created by pooling loans from a variety of sources and issuing bonds that are backed by these loans. Creditworthiness stems from the credit quality of the underlying loans, as opposed to corporate bonds in which creditworthiness is derived from the earning power of the issuing company. The primary risk of these securities is interest-rate risk. Rising interest rates might cause loan principal prepayments to slow, resulting in less available principal to invest at prevailing higher rates. Conversely, rate decreases might accelerate prepayments, leaving more dollars to invest at lower rates.

A yield curve is a line that plots yields (interest rates) of bonds having equal credit quality but differing maturity dates. The slope of the yield curve gives an idea of future interest rate changes and economic activity.

The Conference Board Leading Economic Index® for the United States is designed to signal peaks and troughs in the business cycle, to be highly correlated with real (adjusted for inflation) GDP, and to be a predictive variable that anticipates (or "leads") turning points in the business cycle by around seven months. It is comprised from 10 components: Average weekly hours in manufacturing; Average weekly initial claims for unemployment insurance; Manufacturers' new orders for consumer goods and materials; Institute for Supply Management® Index of New Orders; Manufacturers' new orders for nondefense capital goods excluding aircraft orders;

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Building permits for new private housing units; S&P 500 Index; Leading Credit Index™; Interest rate spread (10-year Treasury bonds less federal funds rate); Average consumer expectations for business conditions.

The Citi U.S. Economic Data Change Index measures a composite of economic data releases relative to their trailing 12-month average growth rates. A positive reading means that data releases are stronger and a negative reading means data releases are weaker than their 12-month average growth rates.

Headline readings of inflation, also known as nominal inflation, include food and energy prices, which tend to be more volatile than other components of the Consumer Price Index. By contrast, core measures of inflation exclude food and energy prices and are used as economists and other market participants as a more reliable measure of inflation trends.

The Federal Reserve Bank of Atlanta's Sticky-Price Consumer Price Index — a weighted basket of items with prices that change relatively slowly — sorts the components of the U.S. Consumer Price Index in either flexible or sticky (that is, slow to change) categories based on the frequency of their price adjustment.

The Federal Reserve Bank of Cleveland's 16% Trimmed-Mean Consumer Price Index is a weighted average of one-month inflation rates of components of the Consumer Price Index whose expenditure weights fall below the 92nd percentile and above the 8th percentile of price changes.

Quantitative tightening, also known as quantitative tapering, refers to the attempt by central bankers to reverse the effects of quantitative easing (QE), which is a form of unconventional monetary policy in which a central bank purchases longer-term securities from the open market in order to increase the money supply and encourage lending and investment. In quantitative easing, buying securities adds new money to the economy, and also serves to lower interest rates by bidding up fixed-income securities. It also expands the central bank's balance sheet. In quantitative tightening, reducing those purchases is a policy primarily aimed at interest rates and at influencing investor perceptions of the future direction of interest rates.

An all-in yield refers to a yield, whether in the form of an interest rate, margin, original issue discount (OID), upfront fees, Eurodollar Rate floor and/or Base Rate floor, or otherwise, that does not include arrangement fees, structuring fees, commitment fees and underwriting fees or other fees not paid generally to all lenders of such indebtedness.

Defensive securities provide consistent, stable returns regardless whether an overall capital market is rising or falling. Companies with securities considered to be defensive tend to have a constant demand for their products or services and thus their operations are more stable during different phases of the business cycle.

A municipal to Treasury ratio is a comparison of the current yield of municipal bonds, such as AAA municipal general obligation bonds, to U.S. Treasuries. The ratio is used to assess

whether the municipal bonds in question are an attractive buy in comparison to Treasury bonds.

A barbell investment strategy in fixed income typically entails investing half the portfolio in long-term bonds (generally those with maturities of 10 years or more) and the other half in short-term bonds (generally those with maturities of five years or less), with little or nothing in between. Barbell strategies can allow investors to benefit from current interest rates by investing in short-term bonds and also benefit from the higher yields of holding long-term bonds. The risks associated with using a barbell strategy include interest rate risk and inflation risk.

Fund flow is the net of all cash inflows and outflows into and out of a particular financial asset. It typically is measured on a quarterly or monthly basis. Investors and others look at the direction of fund flows for indications about the health of specific securities and sectors or the overall market.

Dollar-cost averaging is an investment strategy in which investors divide the total amount to be invested across periodic purchases of a target asset in an effort to reduce the impact of volatility on the overall purchase. The purchases occur at regular intervals regardless of the asset's price.

The Bloomberg U.S. Aggregate Bond Index is composed of the total U.S. investment-grade bond market. The market-weighted index includes Treasuries, agencies, commercial mortgage-backed securities (CMBS), asset-backed securities (ABS) and investment-grade corporates. The inception date of the index is Jan. 1, 1976.

The Bloomberg U.S. Corporate Bond Index measures the investment grade, fixed-rate, taxable corporate bond market.

The Bloomberg Municipal Bond Index is a rules-based, market-value-weighted index engineered for the long-term tax-exempt bond market.

The Bloomberg 1-Year Municipal Index is an unmanaged index comprised of investment-grade municipal bonds with maturities of one to two years.

The Bloomberg Municipal 5-Year Bond Index is an unmanaged index comprised of investment-grade municipal bonds with maturities of four to six years.

The Bloomberg 10-Year Municipal Bond Index is an unmanaged index comprised of investment-grade municipal bonds with maturities of eight to 12 years.

The Bloomberg Long (22+ Year) Municipal Bond Index is a rules-based, market-value-weighted index comprised of investment-grade municipal bonds with maturities of more than 22 years.

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Performance Analysis as of Sep 30, 2022



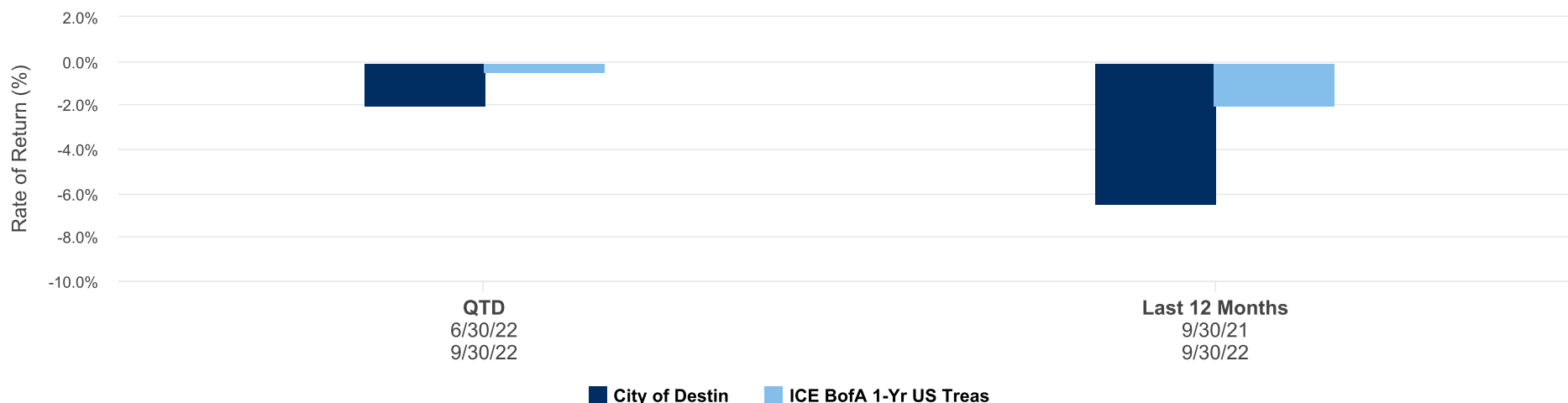
City of Destin

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Performance Analysis Summary

Time-Weighted (Net of Fees)

Total Market Value as of 9/30/2022: \$16,390,757.50



	QTD 6/30/22 9/30/22	Last 12 Months 9/30/21 9/30/22
City of Destin	(1.96%)	(6.46%)
ICE BofA 1-Yr US Treas	(0.47%)	(1.92%)
S&P 500 Total Return Indx	(4.88%)	(15.47%)
Bloomberg U.S. Agg Bd	(4.75%)	(14.60%)

Inception Date: 5/3/13

Performance Analysis as of Sep 30, 2022



City of Destin

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Performance Analysis Detail

Time-Weighted (Net of Fees)

	Account	Market Value(\$) 9/30/22	Performance Inception/ Close	QTD 6/30/22 9/30/22	Last 12 Months 9/30/21 9/30/22
City of Destin - CD's	xxxxx714	1,878,236.17	9/21/2017	(0.90%)	(2.28%)
EM Maintenance Fund	xxxxx675	3,541,362.64	5/03/2013	(1.71%)	(5.23%)
Alternate Investment Fund	xxxxx680	4,852,006.21	5/03/2013	(3.05%)	(10.42%)
Debt Service Fund	xxxxx699	2,568,291.29	5/03/2013	(1.59%)	(5.18%)
EM Operating Fund	xxxxx703	3,550,861.19	5/03/2013	(1.54%)	(4.97%)

Additional Information Regarding This Report

City of Destin

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The account listing may or may not include all of your accounts with Raymond James & Associates, Inc. This report is comprised of data from the following accounts: xxxxx714, xxxxx675, xxxxx680, xxxxx699, xxxxx703

Some reports have been excluded from this package due to no data available.

Report ID: a_302714_1667448000000_1667488502515000_00001of00001

Performance

The performance data quoted represents past performance and does not guarantee future results. The investment return and principal value of an investment will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. The current performance may be lower or higher than the performance data quoted. It is not possible to invest directly in an index.

Performance is depicted using the Time-Weighted method for the entire period.

Time-Weighted - The geometric (compounded) return measured on the basis of periodic market valuations of assets. If applicable, the return includes the effects of leverage. Unlike the dollar-weighted method, it minimizes the impact of cash flows on the rate of return; however, in principle it requires valuations to be made on the occasion of each cash flow. Approximation to this measure can be obtained by prorating cash flows to successive valuation points or by computing internal rates of return between valuation points. If there are no interim cash flows, the time-weighted return, compounded annually determines the entire value of an investment.

Returns are calculated net of fees.

The inception date indicates the date of account or household initiation in the Portfolio Performance system. This date may not match the date the account was opened.

Managed Account Performance- In order for managers to track real time cash in managed AMS accounts, certain activity may not reflect the actual transaction dates and market values may differ from what is reported on client statements. The Time-Weighted Total Equity and Time-Weighted All Cash returns are the same for these accounts.

Partial time period returns have been included in the performance calculations displayed. For time periods where the return is not inclusive of the full date range, the timeframe has been adjusted.

All performance figures exclude unpriced securities (including securities of indeterminate value), limited partnerships (other than limited partnerships classified as Alternative Investments and appearing in that section of your statement).

Dividends are not guaranteed and will fluctuate.

The CFA Institute has not been involved with the preparation or review of this statement.

Accounts that have been closed may be included in the consolidated performance report. When closed accounts are included in the consolidated report, the performance report will only include information for the time period the account was active during the consolidated performance reporting time period.

Accounts with Real Time Cash may have cash values updated throughout the day, note that this may cause a difference in account values between performance and holdings reports.

Securities Information

Non-proprietary annuity values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Raymond James Certificates of Deposit values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Values include accrued income. Values are based on trade date accounting method.

This report(s) has been generated using a historical time period, please note that Model and/or S&P Comparison Data, where applicable, will be as of the previous business day and will not

Additional Information Regarding This Report

City of Destin

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retroactively reflect data based on the "as of" time period selected.

Benchmark Information

Bloomberg U.S. Agg Bd - The Bloomberg U.S. Aggregate Bond index is a measure of the investment grade, fixed-rate, taxable bond market of roughly 6,000 SEC-registered securities with intermediate maturities averaging approximately 10 years. The index includes bonds from the Treasury, Government-Related, Corporate, MBS, ABS, and CMBS sectors.

ICE BofA 1-Yr US Treas - The ICE BofA 1-Year US Treasury Note Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding two-year Treasury note that matures closest to, but not beyond, one year from the rebalancing date. To qualify for selection, an issue must have settled on or before the month-end rebalancing date.

S&P 500 Total Return Indx - The S&P 500 Index Total Return is a broad-based measurement of changes in stock market conditions based on the average performance of 500 widely held common stocks. It consists of 400 industrial, 40 utility, 20 transportation, and 40 financial companies listed on U.S. market exchanges. This is a capitalization-weighted calculated on a total return basis with dividends reinvested. The S&P represents about 75% of the NYSE market capitalization.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.I.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kimberly Kopp, Land Use Attorney
Louis Zunguze, Community Development Director
Noell Bell, Chief Building Official

DATE: October 31, 2022

SUBJECT: Proposed Bert Harris Settlement Agreement for 3480 Scenic Highway 98

I. BACKGROUND:

I. BACKGROUND: On April 13, 2022, ZSD, LLC, through their attorney, Stephen Tatum, Esq., submitted a pre-suit notice of Bert Harris claim to the City.

II. DISCUSSION: The claim, which is attached to this agenda item staff report, alleged that the City of Destin inordinately burdened the ZSD LLC's reasonable investment backed expectations for construction of their home at 3480 Scenic Highway 98 by enacting Ordinances limiting the height of single-family homes in the Crystal Beach Neighborhood zoning district to 30 feet. Prior to enactment of the City's ordinances, the allowable building height in the Crystal Beach Neighborhood zoning district was 35 feet. ZSD LLC demands \$190,000, plus attorneys fees and costs, which they claim represents the diminution in value to their property by virtue of this five foot loss in height.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: The City Council may consider a monetary settlement offer, or approval of the additional 5 feet or less on the property as a settlement offer. In the alternative, the City Council may take no action. If a settlement offer is not accepted by the property owner, the property owner may file suit. The Land Use Attorney is available to further discuss this matter.

IV. RECOMMENDED MOTION: I move to approve the attached settlement agreement, as presented.

OR

Take no action.

Attachments:

1. BHA - Submittal Ltr (ZSD LLC) 3480 SH 98
2. 3480 Scenic Hghwy 98
3. Height Agt

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REPLY TO DESTIN

STATUM@DESTINLAW.COM

April 13, 2022

VIA HAND DELIVERY

Mayor Gary Jarvis
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
gjarvis@cityofdestin.com

Dear Mayor Jarvis:

Our firm represents ZSD, LLC ("ZSD") the owner of the property located at 3480 Scenic Highway 98, Destin, Florida, also identified as Lot 4 of Destiny Shores, according to the plat thereof recorded at Plat Book 14, Page 52, of the Public Records of Okaloosa County, Florida.

Due to the enactment of City of Destin Ordinances 17-22-PC and 20-02-LC, which limits the height of single-family homes in the Crystal Beach Neighborhood zoning district to thirty (30) feet, ZSD's reasonable investment-backed expectations for construction of its home on the above referenced property have been inordinately burdened, as defined in the "Bert J. Harris, Jr., Private Property Rights Protections Act", Chapter 70, Florida Statutes ("Harris Act"). ZSD hereby submits this letter along with the enclosed EquiValue Appraisal, LLC property appraisal dated March 30, 2022, as a claim under the Harris Act against the City of Destin for One Hundred Ninety Thousand Dollars (\$190,000) which represents the diminution in value to their property.

Pursuant to the provisions of the Harris Act, ZSD hereby demands payment in the amount of One Hundred Ninety Thousand Dollars (\$190,000), plus attorneys fees and costs.

If no resolution is reached during the statutorily prescribed waiting period, ZSD intends to file suit pursuant to this claim and pursue any other legal remedies for the actions that gave rise to this claim. ZSD explicitly reserves the right to bring any and all legal challenges, appeals and objections with respect to the above cited ordinances.

April 13, 2022

Sincerely,

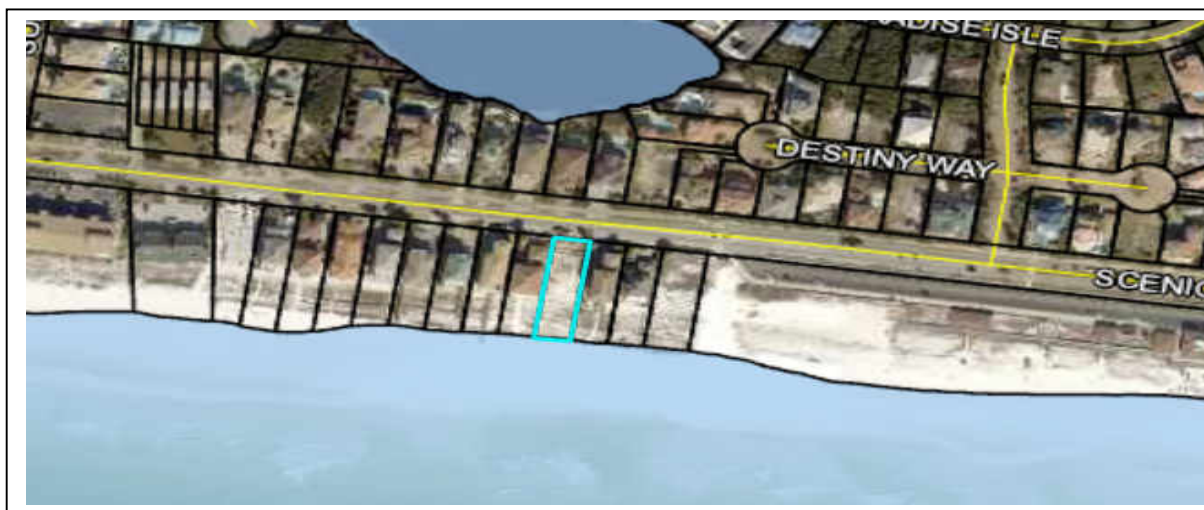
A handwritten signature in blue ink that reads "C. Stephen Tatum". The signature is fluid and cursive, with the first name "C." and last name "Tatum" clearly legible.

C. Stephen Tatum
Matthews & Jones, LLP
Attorney for ZSD, LLC

Enclosure: as stated

cc: Lance Johnson, City Manager (via email)
Rey Bailey, City Clerk (via email)
Kimberley Romano-Kopp, Esq. (via email)
Client

APPRAISAL REPORT



**PROPERTY: AN APPROXIMATE 0.27-ACRE GULF FRONT SITE
WHICH IS SLATED TO BE IMPROVED WITH
A GULF FRONT RESIDENCE WITH ASSOCIATED SITE IMPROVEMENTS INCLUDING AN IN-
GROUND POOL, POOL DECK, AND PARKING**

3480 SCENIC HIGHWAY 98, DESTIN, OKALOOSA COUNTY, FL



**EQUIVALUE APPRAISAL, LLC
PROFESSIONAL APPRAISAL AND VALUATION SERVICES
PO Box 5326
DESTIN, FLORIDA 32540
PHONE (850) 424-6119**

Jason P. Shirey, MAI, CCIM, CPM
State-Certified General Real Estate Appraiser, RZ3186 (FL)
Direct Phone (850) 543-5953 (Mobile)
EquiValue Appraisal File No.: 220-088

APPRAISAL REPORT

Of Resort Residential Property

+/-0.27-Acre of Residential-Zoned Gulf Front Land
Slated for Improvement with one gulf front resort residential structure,
Containing an aggregate +/-4,779 SF of Heated and Cooled Area in the Before Condition
And an aggregate +/-3,848 SF of Heated and Cooled Area in the After Condition,
Along with Associated Site Improvements Including an In-Ground Pool and Pool Deck

Location

3480 Scenic Highway 98,
Destin, Okaloosa County, FL
32541

Property Owner

ZSD LLC

Effective Date

April 2, 2018 (Retrospective)

Report Date

March 30, 2022

Client / Intended User

Matthews & Jones LLP
Attn: C. Stephen Tatum
4475 Legendary Drive
Destin, FL 32541

Prepared by:

Jason P. Shirey, MAI, CCIM, Cert Gen RZ3186



Phone 850 424 6119 Fax 888 774 4503

EquiValue Appraisal, LLC File #: 220-088

March 30, 2022

Matthews & Jones LLP
Attn: C. Stephen Tatum
4475 Legendary Drive
Destin, FL 32541



Re: Diminution in Value Appraisal of a Gulf-Front Resort Residential Property, 'As Complete', Before and After Implementation of a Reduction in Allowable Building Height from 35 Feet to 30 Feet, whose postal address is 3480 Scenic Highway 98, Destin, Okaloosa County, FL 32541. EquiValue Appraisal File No. 220-088.

Dear Client:

At your request and authorization, we have prepared an appraisal for the above-referenced resort residential property. A copy of the pertinent engagement document has been included in the addenda to this report if applicable.

This letter of transmittal is *not* an appraisal report, but merely serves to transmit the attached appraisal report and convey the final conclusion of value. The accompanying research, analyses and conclusions, and appraisal report following this letter of transmittal has been compiled in accordance with USPAP Standards Rule 2-2(a) for a written appraisal report.

The purpose of this appraisal is to determine if there is a Diminution in Value as result of the adopted City of Destin Ordinance No. 17-22-PC, which reduced the allowable building height for the subject site from 35 feet to 30 feet, and if so, to derive an opinion of the Diminution in Value to the subject property associated with the implementation of said Ordinance.

This Ordinance was implemented April 2, 2018, and the incorporation of this ordinance limits the maximum building height of the subject property to 30 Feet. Prior to the implementation of this Ordinance, the legal maximum building height was 35 feet. Therefore, as a result of the ordinance, the maximum building height / roof line height has been reduced by 5 feet, or approximately -14.28%.

We are therefore opining on the difference in market value of the subject before and after the adoption of City of Destin Ordinance No. 17-22-PC, which was promulgated on April 2, 2018.

The values reported are predicated upon market conditions prevailing as of the effective date of the appraisal. In the context of the scope of work, the appraisal is considered to render a credible opinion of value, specific to the client, intended use and intended user.

March 30, 2022

Page 2

The intended use of this appraisal is for internal decision making purposes by the stated Client and their advisors. This appraisal is intended for the use of the client and client's advisors.

We have completed the requisite inspections, research, and analyses necessary to appraise the 100% fee simple interest in the subject property, 'As Complete' as of April 2, 2018, both prior to adoption of Ordinance No. 17-22-PC and after, in order to evaluate the potential Diminution in value.

Please reference the Scope section of this report for information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

I certify that I have no present or contemplated future interest in the property beyond this opinion of value. The reported value(s) in this appraisal have not been based on a requested minimum valuation, a specific valuation, and have been prepared in compliance with the Uniform Standards of Professional Appraisal Practice.

Your attention is directed to the Limiting Conditions and Assumptions section following the reconciliation and appraisal certification in this report. Acceptance of this report constitutes an agreement with these conditions and assumptions.

This appraisal is subject to the following Hypothetical Condition(s):

- None.

This appraisal is subject to the following Extraordinary Assumption(s):

- None.

Our opinion of value was formed based on our experience in the field of real property valuation, as well as the research and analysis set forth in this appraisal.

I am of the opinion that as a result of the implemented City of Destin Ordinance 17-22-PC that the market value of the subject property is negatively impacted.

The implemented Ordinance reduces the maximum building height of an improvement which could be constructed on the subject property, which in-turn limits the size of the subject property improvement, and therefore the subject's gross and HVAC living area and bedroom and bathroom count and associated underlying land value.

March 30, 2022

Page 2

The subject property is the site which is to host a proposed gulf front resort-residential property specifically designed by the property owner and constructed to the owner's specific tastes.

As improvements such as the subject are regularly traded based on overall size of the improvements and associated price per SF of living area, a reduction in allowable maximum living area / gross building area of the subject correlates to a reduction in associated value and reduction in value to the underlying land.

The Dimunition in Value to the subject is represented by the difference between the 'Before' and the 'After' value conclusions less the difference in cost to construct the improvements.

In this case, this is represented by the difference between the opined value of the completed property prior to implementation of the Ordinance (ie. the 'Before Ordinance' value of \$3,450,000) and the value after implementation of the Ordinance (ie. the 'After Ordinance' value of \$3,100,000) or \$350,000, less the anticipated difference in construction cost of \$160,000.

Per this calculation, with supporting documentation as to the rationale of these values provided within this report, the opinion of Dimunition in Value to the subject as a result of City of Destin Ordinance 17-22-PC is opined to be \$190,000.

Therefore,

**Dimunition in Market Value
As A Result of Implementation of City of Destin Ordinance 17-22-PC:**

**One Hundred Ninety Thousand Dollars
(\$190,000)**

The estimated market exposure period necessary for the subject to have achieved these values is estimated to be 9-12 months.

March 30, 2022

Page 2

It was a pleasure assisting you with this matter. If you have any questions concerning the following analysis, or if we can be of further assistance, please do not hesitate to call.

Respectfully submitted,
EquiValue Appraisal, LLC

A handwritten signature in blue ink, appearing to read "Jason P. Shirey", with a stylized flourish extending from the end.

Jason P. Shirey, MAI, CCIM, CPM
Cert Gen RZ3186

INTRODUCTION

QUALIFICATIONS OF THE APPRAISER



Qualifications of
Jason P. Shirey, MAI, CCIM, MS-RECM

State-Certified General Real Estate Appraiser No. RZ 3186 (FL)

State-Certified General Contractor No. CGC 062478 (FL)

Licensed Real Estate Broker No. BK 3168469 (FL)

MAI : Designated Member of the Appraisal Institute
Appraisal Institute, Chicago, Illinois.

CCIM : Designated Certified Commercial Investment Member
CCIM Institute, Chicago, Illinois.

M.S. RECM : Master of Science, Real Estate and Construction Management
University of Denver - Denver, Colorado.

B.S. BCN : Bachelor of Science, Building Construction Management
University of Florida – Gainesville, Florida.

Business Affiliations and Work Experience, Past / Present

EquiValue Appraisal and Consulting Services

Principal and Founder; Real Estate Appraiser, Real Estate Broker, Certified General Contractor

Marsh Appraisal Corporation - Real Estate Appraisal and Valuation Services, Fort Walton Beach, Florida

Registered Trainee Appraiser / State Certified Real Estate Appraiser

Plantation Coast Properties, LLC – Fort Walton Beach, Florida

Principal; Real Estate Investments and Property Management

Alcon Associates, Inc. – Commercial General Contractors / Construction Managers; Pensacola, Florida

Florida Division Manager

National Construction Enterprises, LLC – General Contractor / Construction Managers; Savannah, Georgia

Vice President of Operations, Savannah-Hilton Head Division

Acoustics and Specialties, Inc. – General Contractors; Memphis, Tennessee

Senior Estimator / Project Manager of Healthcare Construction

Brasfield and Gorrie General Contractor Inc. – General Contractors and Construction Managers; Orlando, Florida

Construction Estimator / Project Manager

United States Air Force Reserve

Reserve Pilot, Boeing C-17 Globemaster III



Jason P. Shirey, MAI, CCIM, MS-RECM (Continued)

Professional / Continuing Education

Litigation Appraising - Specialized Topics and Applications <i>Appraisal Institute</i>	Income Property Management <i>Institute of Real Estate Management / University of Denver</i>
Uniform Standards of Professional Appraisal Practice 7 Hour Update, <i>Appraisal Institute</i>	Certified Commercial Investment Member Core Concepts <i>CCIM Institute Comprehensive Exam</i>
Advanced Income Capitalization <i>Appraisal Institute</i>	Appraising from Blueprints and Specifications <i>Appraisal Institute</i>
Advanced Sales Comparison Approach and Principles In Highest and Best Use <i>Appraisal Institute</i>	Florida Building Code Update Florida Workplace Safety and OSHA Update <i>Universal Inspection Service</i>
User Decision Analysis for Commercial Real Estate <i>CCIM Institute Course CI-103</i>	Uniform Standards of Professional Appraisal Practice 15 Hour Update, <i>Appraisal Institute</i>
Advanced Cost Approach <i>Appraisal Institute</i>	Business Practices and Ethics for Appraisers <i>Appraisal Institute Course #420</i>
Real Estate Taxation, Planning and Consequences <i>University of Denver, Burns School of Real Estate</i>	Basic Income Capitalization <i>Appraisal Institute</i>
Advanced Real Estate Feasibility Analysis <i>Urban Land Institute / University of Denver</i>	Advanced Valuation and Report Writing <i>Appraisal Institute Course #540</i>
Real Estate Securities and Syndications <i>University of Denver, Burns School of Real Estate</i>	Real Estate Investment Finance <i>University of Denver, Burns School of Real Estate</i>
Legal Issues In Real Estate and Construction Management <i>University of Denver, Burns School of Real Estate</i>	Computer Applications for Real Estate Analysis <i>University of Denver, Burns School of Real Estate</i>
Income Property Investment <i>Urban Land Institute / University of Denver</i>	Risk Management and Insurance for Investment Real Estate <i>University of Denver, Burns School of Real Estate</i>
Argus Financial Analysis <i>University of Denver, Burns School of Real Estate</i>	Indoor Air Quality and Mold Contamination Remediation <i>National Association of Mold Professionals, 2004</i>
Residential Real Estate Appraiser Course ABII <i>Ed Klopfer Schools of Real Estate</i>	Real Estate Trainee Appraiser Course ABI <i>Ed Klopfer Schools of Real Estate</i>
Real Estate Salesperson Pre-Licensing Course <i>Ed Klopfer Schools of Real Estate</i>	Uniform Standards of Professional Appraisal Practice 15 Hour Update, <i>Appraisal Institute</i>



Jason P. Shirey, MAI, CCIM, MS-RECM (Continued)

Appraiser Experience - Property Types

Affordable Housing
 Agricultural Land
 Aircraft Hangars
 Antenna Towers
 Apartments
 Automobile Dealerships
 Hotels and Motels
 Bank Buildings
 Bowling Alleys
 Broadcast Facilities
 Campgrounds / Recreational Vehicle Parks
 Car Washes
 Churches
 Coastal Land
 Condominium Units:
 Assemblages, Complexes, Conversions
 Condominium Projects:
 Pre-development, Insurable Replacement Cost
 Convenience Stores
 Day Care Centers
 Development Appraisals
 Distribution Facilities
 Golf Clubs and Country Clubs
 Health Clubs
 High-End Residential
 Hobby Farms
 Home Sites (Lots)
 Home Sites (Land - Large Tracts)
 Hotel - Resorts
 Industrial Land
 Industrial Improvements
 Light Industrial Properties
 Manufacturing Facilities
 Marinas / Docks / Boat Storage Facilities
 Medical Offices
 Mixed Use Developments
 Mobile Home Parks
 Multifamily Land
 Multifamily Developments
 Nurseries
 Office Buildings
 Office Condominiums
 Office-Warehouse Facilities
 Outdoor Signs
 Parking Facilities
 Replacement Cost Appraisals
 Retail Stores (Anchor Tenant / Owner Occupied)
 Retail Strip Centers (Multiple Tenant)
 Restaurants (All types)
 Self-Storage Facilities
 Subdivisions (Commercial)
 Subdivisions (Residential)
 Single Family Residences
 Sustainable Development (Green Buildings)
 Urban Land (Vacant and Interim Use)
 Warehouses
 Yacht Clubs

Previous Client List (Partial)

Access Bank and Mortgage
 Alternative Funding Corporation
 BanCorp South
 Bank of America
 Bank of Bonifay
 Bank of Pensacola
 BankTrust
 Beach Community Bank
 CB Richard Ellis
 CCB Community Bank
 Colonial Bank
 Community Bank
 Compass Bank
 Cotton and Gates
 Crystal Beach Development
 DestinFirst Bank
 First Capital Bank
 First City Bank
 First Gulf Bank
 First National Bank and Trust
 Florida Coastal Mortgage
 Guaranty Federal Bank
 GulfSouth Private Bank
 Jay Odom
 Kevin Helmich, P.A.
 Legendary, Inc.
 LNK Development
 M & F Bank
 People's First Community Bank
 Premier Community Bank
 Regions Bank
 Renasant Bank
 Sunbird Condominium Owner's Association
 Suntrust Bank
 The Plaza Owner's Association
 Tranquil Harbor Owner's Association
 Trustmark National Bank
 Vanguard Bank
 Villas on the Gulf Condominium Owner's Association
 Vision Bank
 Wachovia Bank
 Whitney Bank

Assignment Purposes

Acquisition
 Disposition
 Assessment Appeal
 Development Feasibility
 Estate Planning
 Financing (Institutional and Private)
 Investment Analysis
 Portfolio Analysis
 Marital Dissolution
 Relocation
 Mediation, Arbitration, Dispute Resolution



Jason P. Shirey, MAI, CCIM, MS-RECM (Continued)

Assignment Types	Primary Market Area
Appraisal Review	Okaloosa County
Buyer Brokerage	Destin
Complex Valuation	Fort Walton Beach
Construction Progress / Draw Request Inspection	Crestview
Demographic Analysis	Mary Esther
Detrimental Conditions Valuation and Consulting	Niceville
Eminent Domain Valuation and Consulting	Bluewater Bay
Estate Valuation	
Feasibility Studies	Walton County
Fee Appraisals Including Full and Fractional Interests	Miramar Beach
Foreclosure / REO Appraisal - Assessment	Panama City Beach
Highest and Best Use Analysis	Rosemary Beach
Insurance	Santa Rosa Beach
Litigation Support	Blue Mountain Beach
Market Studies	Freeport
Portfolio Valuation and Analysis	Defuniak Springs
Relocation Appraisal	Inlet Beach
Rent Analysis / Studies	Seacrest Beach
Retrospective Valuation	
Site Location Services	Santa Rosa County
Valuation and Consultation for Financial Reporting	Navarre
	Navarre Beach
	Gulf Breeze
	Bay County
	Panama City
	Panama City Beach
	Springfield

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Subject Photograph(s)

Additional photographs can be referenced in the Property Description Section of the Appraisal Report.



Aerial Photograph of Site

Summary of Salient Facts and Conclusions

GENERAL	
EquiValue Appraisal File No:	220-088
Subject:	The Site of A Proposed Resort Residential Property located along the south side of Scenic Highway 98, and directly along the northern shoreline of the Gulf of Mexico, having a postal address of 3480 Scenic Highway 98 in Destin, Okaloosa County, Florida. The subject site is comprised of +/-0.27 acres of Crystal Beach Neighborhood-zoned land (a residentially-oriented zoning designation) which is slated to be improved with a resort residential structure to maximum allowable building height, along with associated site improvements which include an in-ground pool, pool deck, and parking. The subject is sited on a lot which is zoned Crystal Beach Neighborhood, which on April 2, 2018 per Ordinance 17-22-PC implemented a reduction in maximum allowable building height from 35 feet to 30 feet. The subject site was purchased by the current owners in 1994 for construction of their home. We were provided with a proposed floor plan for the subject property prior to the implementation of the current 30-foot height limitation mandated by the zoning in-place promulgated by Ordinance 17-22-PC. This is the ‘before ordinance’ condition of the completed subject property in this appraisal. In the before condition, the subject was planned to feature +/-4,779 SF of HVAC Living Area, +/-1,016 SF of Covered Porches, +/-465 SF of Covered Balconies, and +/-624 SF of Garage Area. Plans provided and engineered for the site indicate that this plan was physically possible.

The configuration of the proposed structure in the ‘before condition’ is designed and outfitted as a high-quality resort residential home, and is feature some of the following characteristics:

- The first floor (Floor 1) is configured to provide an Entry/Foyer Area, Elevator, Stairwell, Dining Room, Living Room, Full Kitchen, Pantry, Half Bath, Bike Room, and a two car Garage, as well as a Covered Porch, In-Ground Pool, Pool Deck, and Parking Area (driveway).
- The second floor (Floor 2) is configured to provide a Master Bedroom (Bedroom 1) with a Lounge/Exercise Area and access to a Partially Covered Porch, Master Closet, Master Bath (Full), One Bunk Room/Bedroom, One Bedroom (with covered balcony), One Full Bath (Jack/Jill Style Serving the bunk/bedroom and bedroom with balcony), stairwell, elevator landing, and a Laundry Room.
- The third floor (Floor 3) is configured to provide one Bedroom, One Full Bath, stairwell, elevator landing, and a covered balcony.

In the ‘After’ condition, in order to preserve ceiling heights on the lower floors, the third floor must reportedly be eliminated. This is directly the result of the limitation on building height at the 30 foot mark as mandated by Ordinance 17-22-PC.

In the after condition, the subject features approximately +/-3,848 SF of HVAC Living Area, +/- 1,016 SF of Covered Porches, +/- 106 SF of Covered Balcony Space, and +/-624 SF of Garage Area.

This reduction in allowable building area translates directly to a reduction in the market value of the underlying land, which now can support less intense structures.

Owner:	ZSD LLC (Steven Donchey) 4460 Clipper Cove Destin, FL 32541
Legal Description:	Destiny Shores Subdivision Lot 4
Tax Identification:	00-2S-22-0080-0000-0040
Date of Report:	March 30, 2022
Date of Value:	April 2, 2018
Property Rights Appraised:	Fee Simple
Intended Use:	The intended use of this appraisal is for internal decision making purposes by the client, and for Bert Harris Act computation of damages.
Intended User(s):	The intended user of this report is the property owner, the property owner advisors, courts and local government and regulatory agencies.
Appraisal Purpose:	Market Value Opinion in the ‘Before Ordinance’ and ‘After Ordinance’ conditions, and subsequent evaluation of Dimunition in Value.
2021 Assessed Value:	\$1,225,049 (Vacant Land) Despite the intention of the property appraiser to value property at market value on a yearly basis, it is the appraiser’s opinion that assessed value has no direct correlation to fair market value in the subject market area.
2021 Taxes:	\$15,212.91 (Paid) According to the Okaloosa County Tax Collector, taxes for 2021 have been paid in full and no prior year delinquent taxes remain owing.

Sale History: The subject has been owned by the current owner, or an entity of the current owner, since 1994 per a review of public records.

There have been no transfers of the subject property in the preceding 3 years.

Current Contracts/Listing: We were unable to locate any active listing for sale of the subject property in the prior 12 months. We are unaware of any intention by the current owner to market the subject for sale.

It is our understanding that the property owner had planned to construct a full three story home on the site, however per changes in the building regulations and maximum building heights per Ordinance 17-22-PC which reduced allowable building heights, the owner is potentially being forced to construct a smaller improvement than previously planned when the lot was purchased / owned for the predominant past.

PROPERTY	
Land Area:	Total: +/-0.27-Acre Usable: +/-0.27-Acre Excess: 0.00 Acres
Zoning/ Future Land Use:	CBN – Crystal Beach Neighborhood by the City of Destin
Highest and Best Use ‘As Complete’/‘As Is’:	Utilizing the subject as a resort-residential property is estimated to be the highest and best use of the subject ‘As Is’/‘As Complete’.
	It is noted that height limitations imposed on the subject by virtue of City of Destin Ordinance 17-22-PC, which limits building height of the subject property to a lesser height than that which was previously legally permitted for the subject, reduces associated allowable building area and is anticipated to have a negative impact on the market value of the subject property to the owner.

It is also noted that occupancy limitations imposed on the subject by virtue of City of Destin Ordinance 18-29-CC, which limits occupancy of the subject property based on bedroom count, further magnify this impact, as a larger structure would support more bedrooms, which would legally allow more occupants, again negatively affecting the subject property and its market value to the property owner.

VALUE CONCLUSIONS	
Land Value:	Not Utilized
Cost Approach:	Not Utilized
Improved Sales Comparison Approach:	\$3,450,000 – ‘As Complete’ Before Ordinance 17-22-PC \$3,100,000 – ‘As Complete’ After Ordinance 17-22-PC Less Difference in Construction Cost of Larger Structure (-\$160,000) Equals Diminution in Value of Site ‘As Is’ \$190,000
Income Approach:	Not Utilized \$190,000 – Diminution in Value of Site as a Result of Ordinance 17-22-PC

Appraisal Scope of Work

In accordance with the 2020-2021 Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s).

This process should meet the expectations of parties who are regularly intended users for similar assignments and be consistent with what an appraiser's peers actions would be in performing the same or a similar assignment.

Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for the Client, Steve Donchey.

The intended use of this appraisal is for internal decision making purposes by the client, the client's advisors, and for Bert Harris Act computation of damages.

The intended user of this report is the property owner, the property owner's advisors, courts and local government and regulatory agencies.

SCOPE OF WORK	
Report Type:	This is a written Appraisal Report, which is intended to comply with the reporting requirements established by Standards Rule 2-2(a) of the 2020-2022 edition of the USPAP for a written Appraisal Report. It presents summary discussions of the data, reasoning, and analyses utilized in the appraisal process to develop the appraiser's opinion of value. Supporting documentation not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in the report. The appraiser is not responsible for the unauthorized use of this report.

Property Identification:	The subject was identified by the legal description and the assessor's parcel number, and appraiser inspection as well as provided plans for the proposed improvement.
Inspection:	An inspection of the site was made, and photographs were taken.
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions was made. The appraisers physically inspected the micro and/or macro market environments which influence the subject property.
Highest and Best Use Analysis:	A complete analysis of highest and best use for the subject property in 'As Is'/'As Complete' conditions was made.

Valuation Analyses

Land Valuation and Cost Approach:	An opinion of value for the subject property in 'as if vacant' condition and subsequent application of the cost approach has not been provided. The purpose of this appraisal is to evaluate the impact to the value of the subject by virtue of the implementation of City of Destin Ordinance 17-22-PC which limits building height and therefore associated building area. As the cost to construct improvements bears little correlation to what a market participant will pay for a completed and occupiable improvement, the cost approach was not considered necessary to derivation of a credible value opinion and was not applied.
Sales Comparison Approach:	The improved sales comparison approach was utilized in this appraisal assignment in both the 'Before Ordinance' and 'After Ordinance' scenarios for the subject 'As Complete'. The difference in construction cost will be deducted from the differences in 'As Complete' market value in order to isolate the diminution in value to the subject site as a result of the lesser allowed building size by virtue of the Ordinance-imposed height reduction.

Income Approach:	The income approach was not applied in this appraisal. The purpose of this appraisal is to evaluate the impact to the value to the subject by virtue of the implementation of City of Destin Ordinance 17-22-PC which limits the building height and therefore the associated size of the improvement which can be constructed on the site. As such, the income approach was not considered necessary to derivation of a credible value opinion and was not applied.
Hypothetical Conditions:	None.
Extraordinary Assumptions:	None.
Exposure Time (Market Value):	Exposure Time may be defined as: the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market. The estimate of exposure time is presented in consideration of the exposure periods for comparable sales utilized in this appraisal, marketing time information available from nationally published sources including the CB Richard Ellis National Market Survey and the opinions of market participants. <i>It is estimated that the exposure time necessary for the subject to have achieved the opinion of value is 9-12 months.</i>

Definition of Value, Property Rights Appraised, and Intended Use

Purpose of the Appraisal:

The purpose of an appraisal is the stated reason and scope of the appraisal assignment. It is established by the client, and points to the information that the client needs to answer specific questions pertaining to real property. The purpose of the appraisal establishes the foundation for the final value conclusion, which does not change to accommodate the use of the appraisal.¹

The purpose of this appraisal is to derive an opinion of the Diminution in Value to the subject property associated with the implementation of City of Destin Ordinance No. 17-22-PC.

This Ordinance was implemented April 2, 2018, and the incorporation of this ordinance limits the maximum building height of any improvement constructed on the site to 30 feet. Prior to the implementation of this Ordinance, the maximum designed building height of the subject property was 35 feet. Therefore, as a result of the ordinance, the maximum building height of the subject has been reduced by 5 feet or approximately -14.28%. This has resulted in a decrease in available living area of the subject from 4,779 SF in the before condition to 3,848 SF in the after condition which translates directly to the underlying site.

We are therefore opining on the difference in market value of the subject before and after the adoption of City of Destin Ordinance No. 18-29-CC, which was promulgated on April 2, 2018.

Intended Use of the Appraisal and Intended User:

The intended use of an appraisal is the manner in which a client will employ the information contained in the appraisal report. The intended use or function of an appraisal is determined by the client's needs. Because an appraisal may provide a basis for a decision concerning real property, the intended use of the appraisal depends on the decision that the client wishes to make.²

The intended use of this appraisal is for internal decision making purposes by the client, and for Bert Harris Act computation of damages. The intended user of this report is the client / property owner, advisors, courts and local government and regulatory agencies.

Property Rights Appraised

Real property is said to have value as a result of the “bundle of rights” that are inherent to property ownership. Regardless of the type of ownership, the owner of real property is

¹ The Appraisal of Real Estate, Twelfth Edition

² The Appraisal of Real Estate, Twelfth Edition

said to have an interest in that property. The following definitions are for the three most commonly-valuated interests as defined by the Dictionary of Real Estate Appraisal, Fourth Edition.

Fee Simple Interest:

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

Leased Fee Interest:

An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease.

Leasehold Interest:

The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions. See also negative leasehold; positive leasehold.

The subject property is being appraised 'fee simple', taking into account market conditions at the effective date of the report. Given the valuation of the subject in 'As Complete' / 'As Is' condition in the absence of any executed or planned long term lease activity, fee simple basis is considered to be the appropriate valuation standard.

Date of Value Opinion

Value opinions are presented as of a specific date, taking into account market conditions at that time. The effective date of an appraisal is the date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. (USPAP, 2020-2021 edition.)

The date of the value opinion can be current, in the past (retrospective), or forecast into the future (prospective).

The following presents definitions regarding the date of the opinion of value, as provided by the text The Appraisal of Real Estate, Twelfth Edition:

Date of Value Opinion:

The date for which an opinion of value is valid.

Current Value:

In accounting, synonymous with market value.

Retrospective Value Opinion:

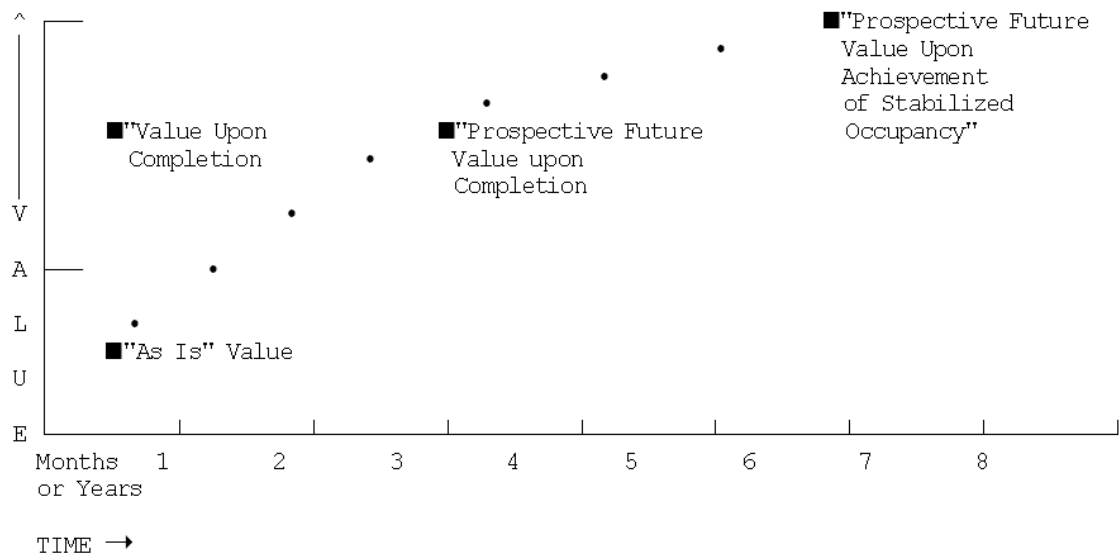
An opinion of value that is likely to have applied as of a specified historic date. A retrospective value opinion is most frequently sought in connection with appraisals for estate tax, condemnation, inheritance tax, and similar purposes.

Prospective Value Opinion:

A forecast of the value expected at a specified future date. A prospective value opinion is most frequently sought in connection with real estate projects that are proposed, under construction, or under conversion to a new use, or those that have not achieved sellout or a stabilized level of long-term occupancy at the time the appraisal report is written.

In a prospective appraisal, the appraiser analyzes market trends to provide support for forecasted income and expense or sell-out opinions, absorption periods, capitalization rates, and discount rates as of the effective date of the appraisal. This appraisal report was prepared taking into account market conditions present as of the date of the report. The appraiser(s) can not be held responsible for unforeseen events that alter market conditions prior to the effective date of the appraisal.

The following graph presents a graphical depiction of the above-described date of value opinions and their associated position within a potential overall development time scenario.

Value Creation Continuum¹

The preceding exhibit graphically displays the creation of value in a real estate development project over time, assuming a zero inflation environment for clarity of presentation.

1

Code of Federal Regulations, Title 12, as amended by the Federal Home Loan Bank Board.

Basis of the Subject Value Opinion

The four time differential values on the preceding graph which may be considered in the appraisal of proposed developments are defined as follows:

- (1) **"As Is"** means an estimate of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date of appraisal.
- (2) **"Value as Complete" or "Value Upon Completion"** means the market value of a property with all proposed construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value shall reflect the market value of the property as if complete and prepared for occupancy by tenants.
- (3) **"Prospective Future Value Upon Completion"** means the prospective future value of a property on the date that construction is completed, based upon market conditions forecast to exist as of that completion date.
- (4) **"Prospective Future Value Upon Achievement of Stabilized Occupancy"** means the prospective future value of a property at a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long term occupancy.

The purpose of this appraisal is to derive an opinion of the Dimunition in Value to the subject property associated with the implementation of City of Destin Ordinance No. 18-29-CC.

The following are the pertinent dates to the valuation, viewing, and appraisal reporting of the subject property:

Effective Date of Value Opinion:	April 2, 2018
Date of Viewing:	March 15, 2022
Date of Appraisal Report:	March 30, 2022
Date of Photographs:	March 15, 2022

Definition of Value

The definition of “Market Value”, as defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation, is as follows.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Policy Statement of the Appraisal Institute

It is improper to base a conclusion or opinion of value upon the premise the racial, ethnic, or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

Racial, religious, and ethnic factors are deemed unreliable predictors of value trends or price variance.

It is improper to base a conclusion or opinion of value, or a conclusion with respect to neighborhood trends, upon stereotyped, biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

FACTUAL DESCRIPTIONS

Property Description

Summary of Site Characteristics and Improvements

SITE	
Information Sources:	Deed, assessment records, inspection, owner
Total Site Size:	+/-0.27-Acre
Usable Site Size:	+/-0.27-Acre
Corner Lot:	The site is not a corner lot.
Visibility:	The subject site benefits from good visibility from Scenic Highway 98, which parallels the northern boundary of the subject property. The subject site is considered to have good visibility for the subject market area.
Shape:	Rectangular. See aerial photograph / property appraiser map for a visual depiction of the site shape and parcel.
Road Frontage/Access:	The subject features direct access from Scenic Highway 98.
Waterfront Proximity:	The subject is located directly along the northern shoreline of the Gulf of Mexico, and offers direct access to the beaches to the south. The subject property is well-positioned as a resort residential property which would capitalize on its direct beachfront location.
Drainage:	Drainage is planned to be adequate for the subject property. Drainage on the subject site 'As Complete' meets current standards for storm water retention. The subject property is considered typical with regard to other similar properties in the subject market area.
Potential For Environmental Contamination:	The appraisers have not observed, nor are qualified to detect, the existence of potentially hazardous material or underground storage tanks which may be present on or near the subject site. The appraisers recommend that an environmental survey be attained to assure the environmental stability of the subject property. This appraisal assumes no subsoil contamination of the subject site.

Utilities:	<i>Electricity:</i> Electricity is provided by Gulf Power, Inc. Standard service capacity exists at the subject property with adequate capacity to service the subject proposed improvements. <i>Sewer:</i> Public sewer is provided and is on site or available. <i>Water:</i> Public water is provided and is on site or available. <i>Natural Gas:</i> Natural Gas service is provided and is on site or available.
Site Improvements:	Site improvements planned for the subject include parking area, utilities, landscaping, an in-ground swimming pool with pool deck area, and very good quality landscaping.
Landscaping:	The subject is to feature very good quality landscaping with various plantings and grassy areas with irrigation.
Site Utility:	Good
Flood Zone:	The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject property appears to be located in Flood Zone 'X' and 'VE' as noted by the following FEMA Map Number: FEMA Map Number: 12091C0493J 3/9/2021
Easements:	We were not provided with a survey for the subject property however were provided a proposed site plan. Our review of the site plan, appropriate maps and public records for the subject property indicated that standard utility easements exist. Our viewing did not indicate that any of these easements would adversely affect the value opinion of the subject contained herein. This appraisal assumes no easements, encroachments, or private deed restrictions which would adversely affect the value of the subject property.
Encroachments:	We were not provided with a survey for the subject property however were provided a proposed site plan. Our review of the site plan, appropriate maps and public records for the subject property did not reveal any encroachments on the subject site. Our viewing did not indicate any encroachments that would adversely affect the value opinion of the subject contained herein. This appraisal assumes no easements, encroachments, or private deed restrictions which would adversely affect the value of the subject property.

In 'As Complete' condition the subject property is to be improved with a high quality resort residential structure. Per the owner, this is the home that they have been planning to build since purchase of the subject lot/site.

The property is to be an excellent quality residence along with associated site improvements which include an in-ground pool, pool deck, and parking.

IMPROVEMENTS	
Summary:	Very good Quality Resort Residence
Architectural Style:	Modern Multi-Story Residential 'Resort Style' Single Family Home
Building Class (Marshall Valuation)	Class C, Concrete Block and Wood Frame
Construction:	Concrete Block and Wood Frame / Stucco Exterior
Quality:	Excellent Quality Resort Residential Dwelling
Actual / Effective Age:	Proposed Construction - New
Condition:	Excellent
Remaining Useful Life:	55 Years
Areas & Ratios:	<u>Main House – Before Condition</u> Bedrooms: 4 Baths: 3 full and 1 half bathrooms Total Gross Building Area: +/-6,884 Square Feet (includes covered porches/balconies, and garage areas) Total Living/HVAC Building Area: +/-4,779 Square Feet <u>Main House – After Condition</u> Bedrooms: 3 (Including One Bunk Room/Bedroom) Baths: 2 full and 1 half bathrooms Total Gross Building Area: +/-5,594 Square Feet (includes covered porches/balconies, and garage) Total Living/HVAC Building Area: +/-3,848 Square Feet

As a result of the implemented City of Destin Ordinance 17-22-PC, the third floor of the subject improvement will be required to be eliminated in order to not adversely affect the ceiling heights of the lower floors.

Therefore, the lost living area by virtue of the implemented ordinance is 4,779-3,848 SF or +/-931 SF.

This lost building area is also important, as per instituted City of Destin Ordinance 18-29-CC, should the improvement be utilized for short-term rental purposes, the maximum number of guests will be calculated at the rate of 2 guests per bedroom based on the Property Appraiser's residential profile of the property, plus 4 additional guests. Therefore, a reduction in allowable living area translates to a reduction in potential bedrooms, and an associated limit on occupancy. See Excerpts below.

Sec. 13-117. – Maximum occupancy based on site capacity/Grandfathering.

(a) The maximum overnight occupancy of a short-term rental shall be stated in the short-term rental registration form, and shall be limited to the lesser occupancy of the following two options:

i. Two (2) persons for each bedroom, plus four (4) additional persons. The number of bedrooms shall be based upon the Property Appraiser's residential profile of the property, and other documents of record, as needed. In no case shall the maximum total occupancy for any dwelling unit exceed the occupancy limits permitted by the Florida Fire Prevention Code or Florida Building Code.

or

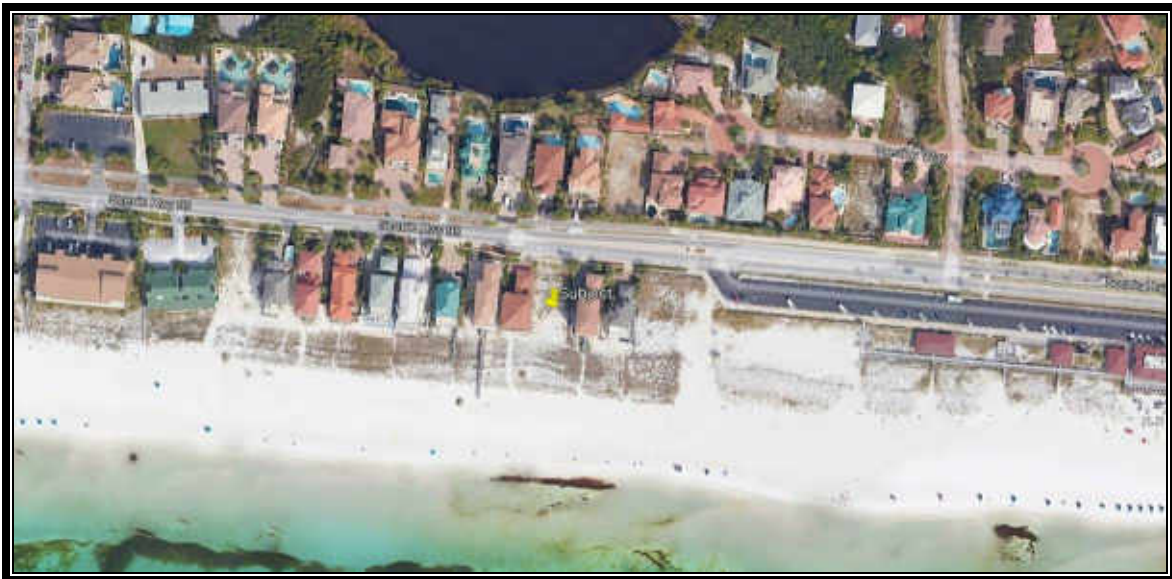
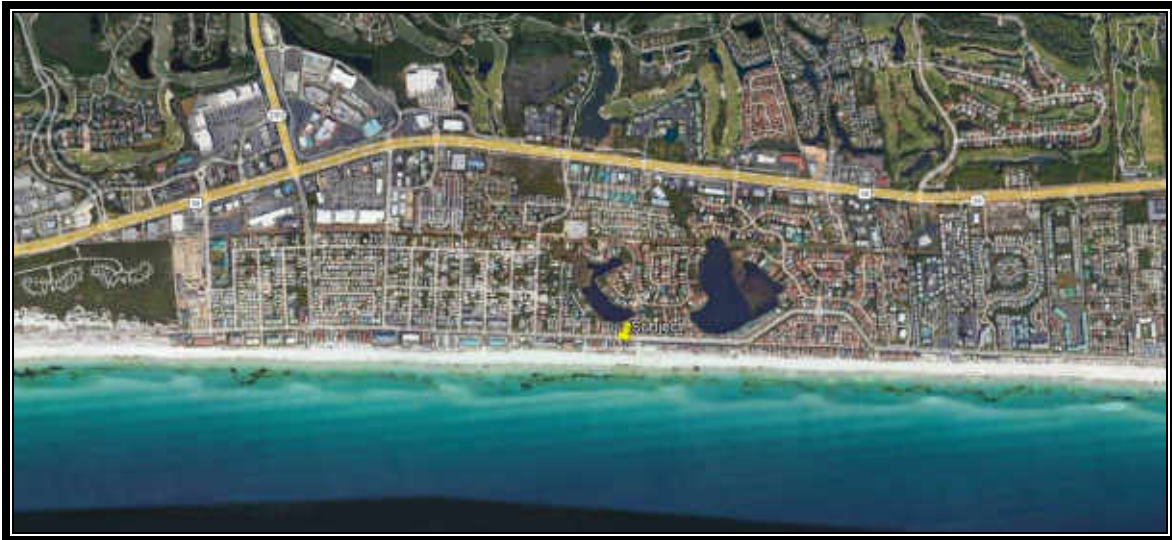
ii. A total of twenty-four (24) persons per short-term rental. In the event that there is more than one building or dwelling on one platted lot, the maximum occupancy shall be capped at twenty-four (24) occupants per lot or structure, whichever is less.

FOUNDATION, FRAME & EXTERIOR

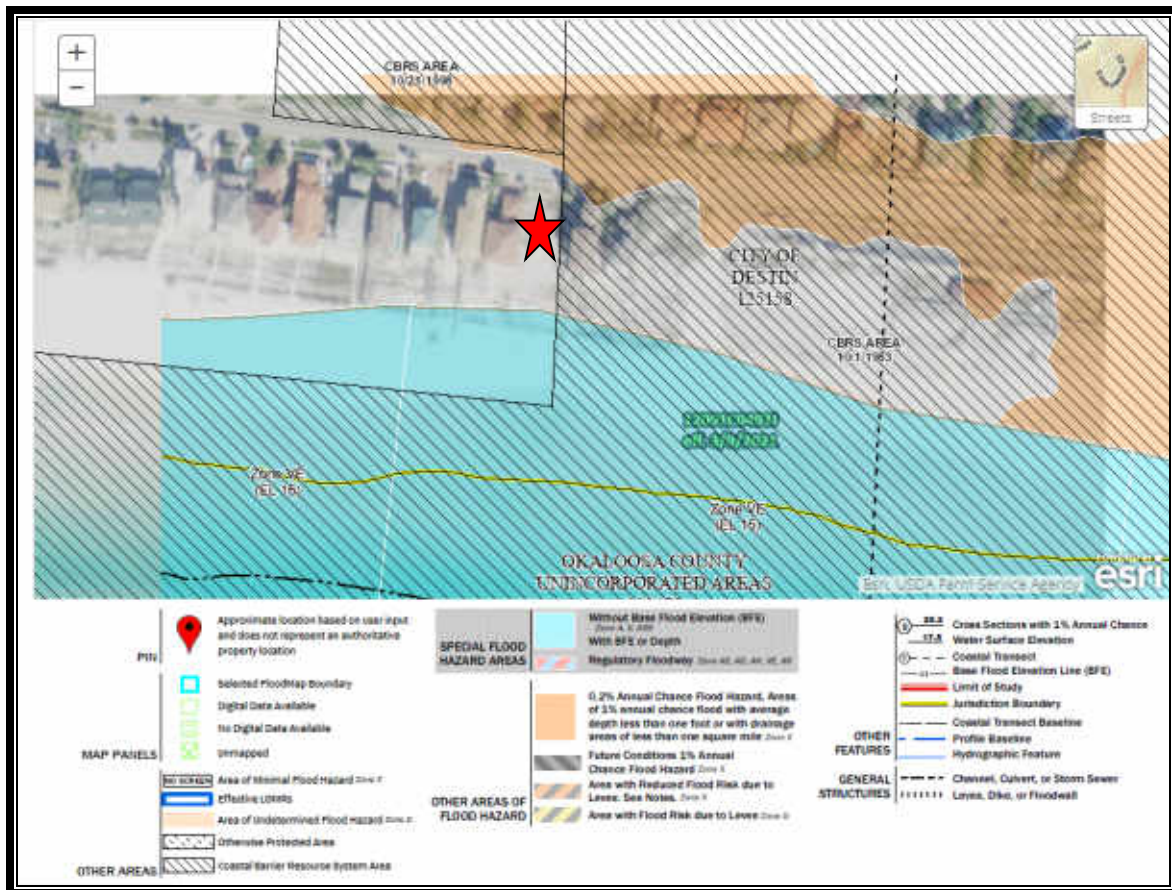
Foundation:	Concrete Slab
Frame:	Concrete Block and Wood Frame
Exterior:	Stucco
Roof/Cover:	Standing Seam Metal Roof, Sloped

INTERIOR	
Notes Regarding Interior Finish:	Interior finishes to the subject are to be of excellent quality and include, but are not limited to, custom cabinetry, stone or solid surface countertops, custom backsplashes, stainless steel appliances, and very good quality bathroom and kitchen fixtures. Very good quality flooring and appurtenances. The subject features a finish consistent with or superior to most resort residences in the existing Destin / Crystal Beach market.
Interior Finish:	Excellent Quality.
Ceilings & Ceiling Height:	Finished Ceilings throughout
Floor Cover:	Porcelain/Ceramic/Stone tile, Wood. Excellent level of floor finish.
Doors:	Very good Quality and condition solid core / six-panel doors throughout. Glass windows and doors are good quality insulated double pane impact resistant.
Additional Amenities:	The subject property is to have an excellent level of finish with excellent design and outdoor living areas including an in-ground swimming pool with pool deck, and covered patios/balconies.
MECHANICAL SYSTEMS	
Heating / Cooling:	Multiple Individual HVAC systems.
Hot Water:	Adequate for property.
Electrical:	Adequate for property.
Plumbing:	Adequate for property.

Regional/Area Maps



Flood Map



Flood Zone Descriptions

“A 100-year flood is a flood that has a 1-percent chance of being equaled or exceeded in any given year. A base flood may also be referred to as a 100-year storm and the area inundated during the base flood is sometimes called the 100-year flood plain.

The term "100-year flood" is misleading. It is not the flood that will occur once every 100 years. Rather, it is the flood elevation that has a 1- percent chance of being equaled or exceeded each year. Thus, the 100-year flood could occur more than once in a relatively short period of time. The 100-year flood, which is the standard used by most Federal and state agencies, is used by the National Flood Insurance Program (NFIP) as the standard for floodplain management and to determine the need for flood insurance. A structure located within a special flood hazard area shown on an NFIP map has a 26 percent chance of suffering flood damage during the term of a 30-year mortgage.

Zone AE and A1-A30

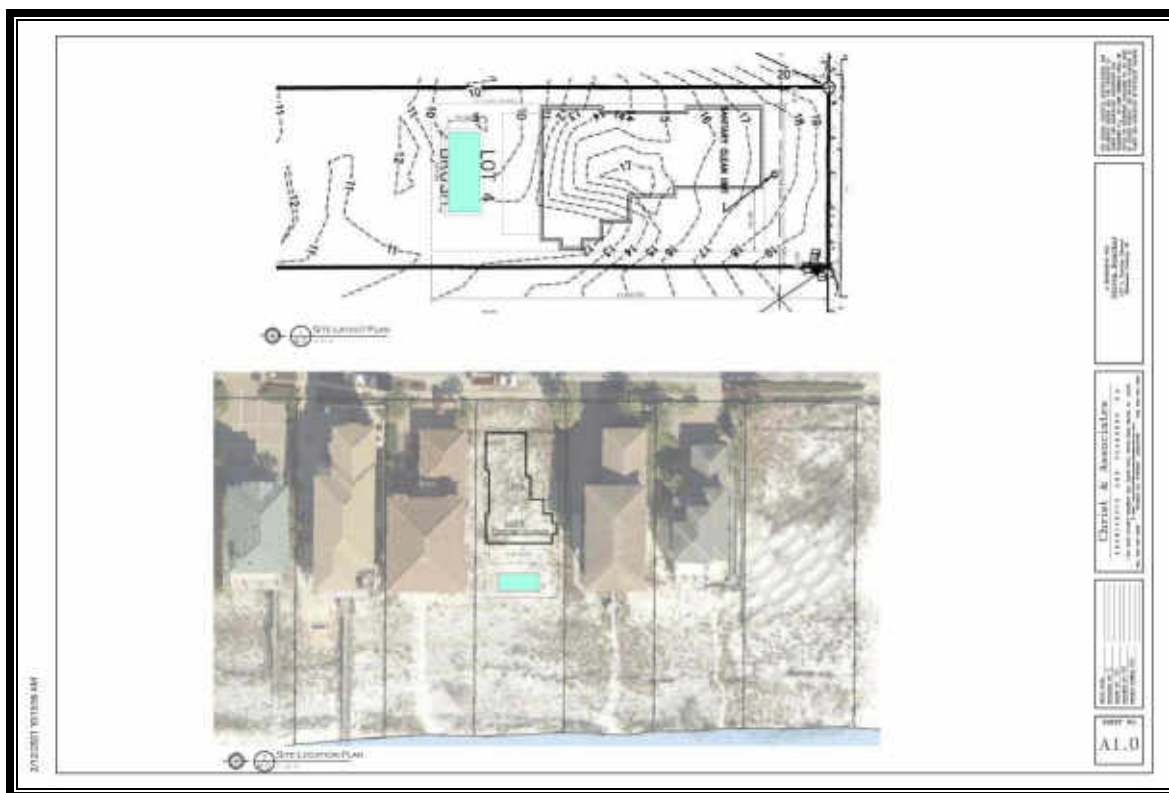
Zones AE and A1-A30 are the flood insurance rate zones that correspond to the 100-year floodplains that are determined in the Flood Insurance Study by detailed methods. In most instances, Base Flood Elevations derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance purchase requirements apply.

Zone VE

Zone VE is the flood insurance rate zone that corresponds to the 100-year coastal floodplains that have additional hazards associated with storm waves. BFEs derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance purchase requirements apply.

Zones B, C, and X are the flood insurance rate zones that correspond to areas outside the 100-year floodplains, areas of 100-year sheet flow flooding where average depths are less than 1 foot, areas of 100-year stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 100-year flood by levees. No BFEs or depths are shown within this zone.”

Proposed Site Plan

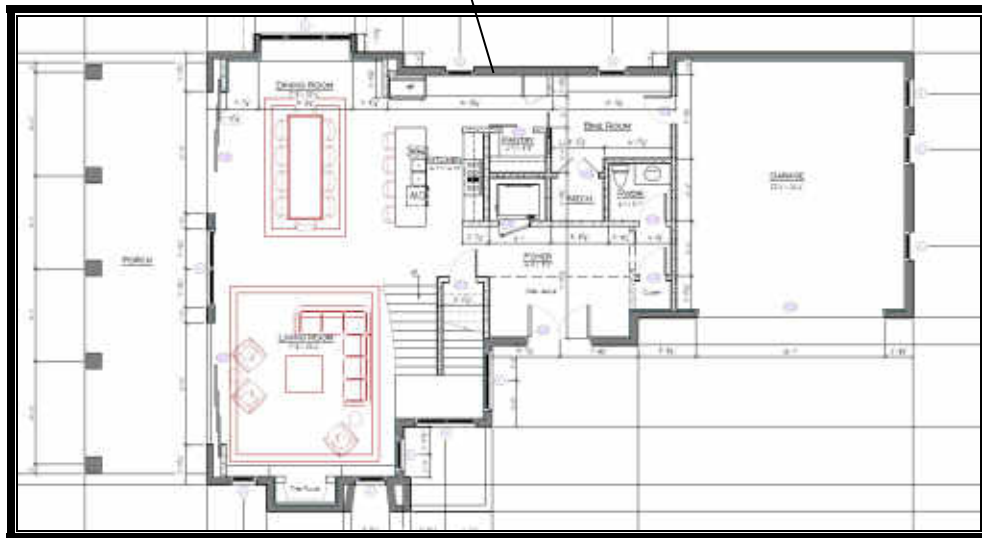
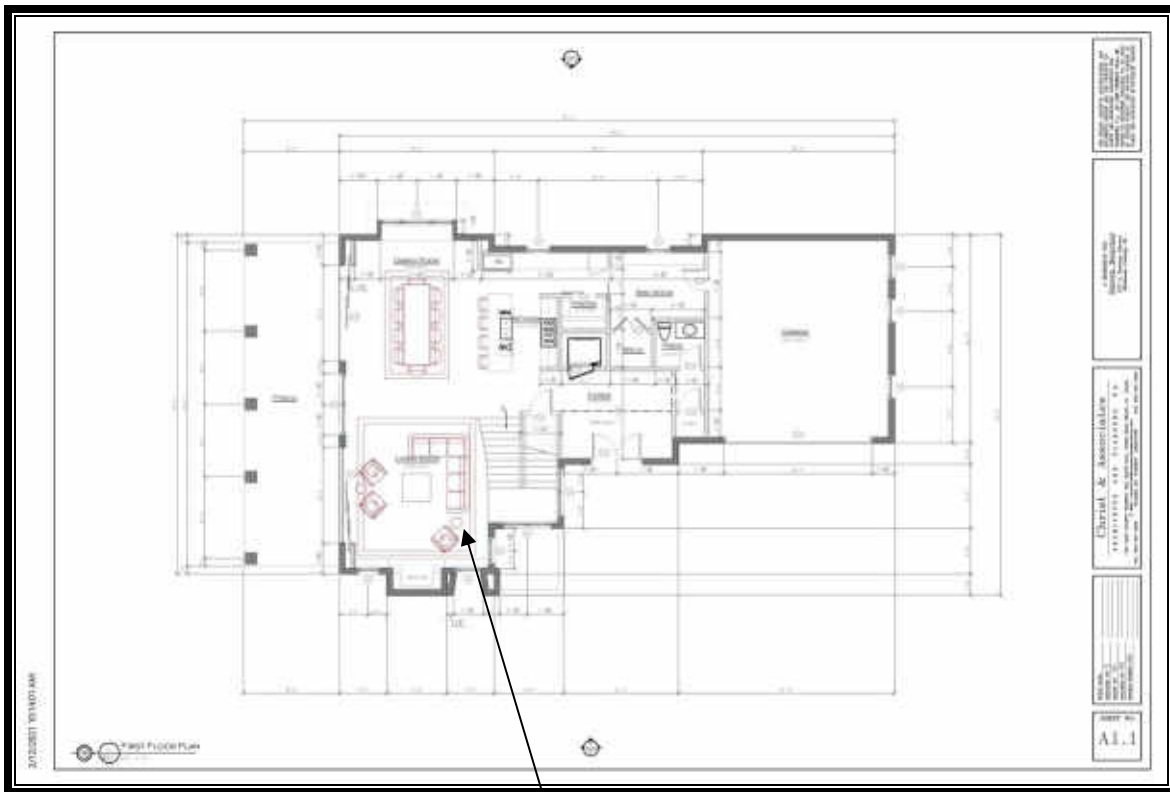


Proposed Elevations – ‘Before’ Condition

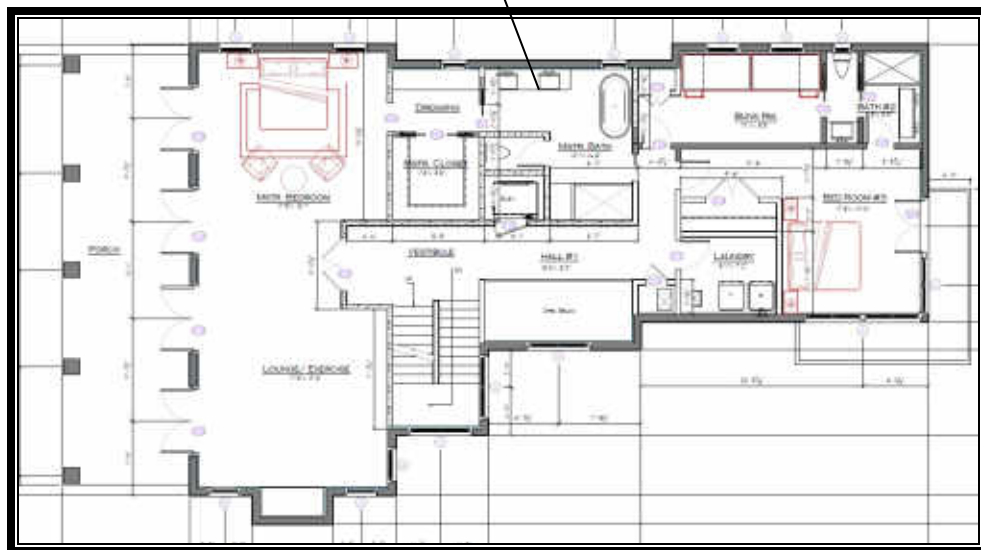
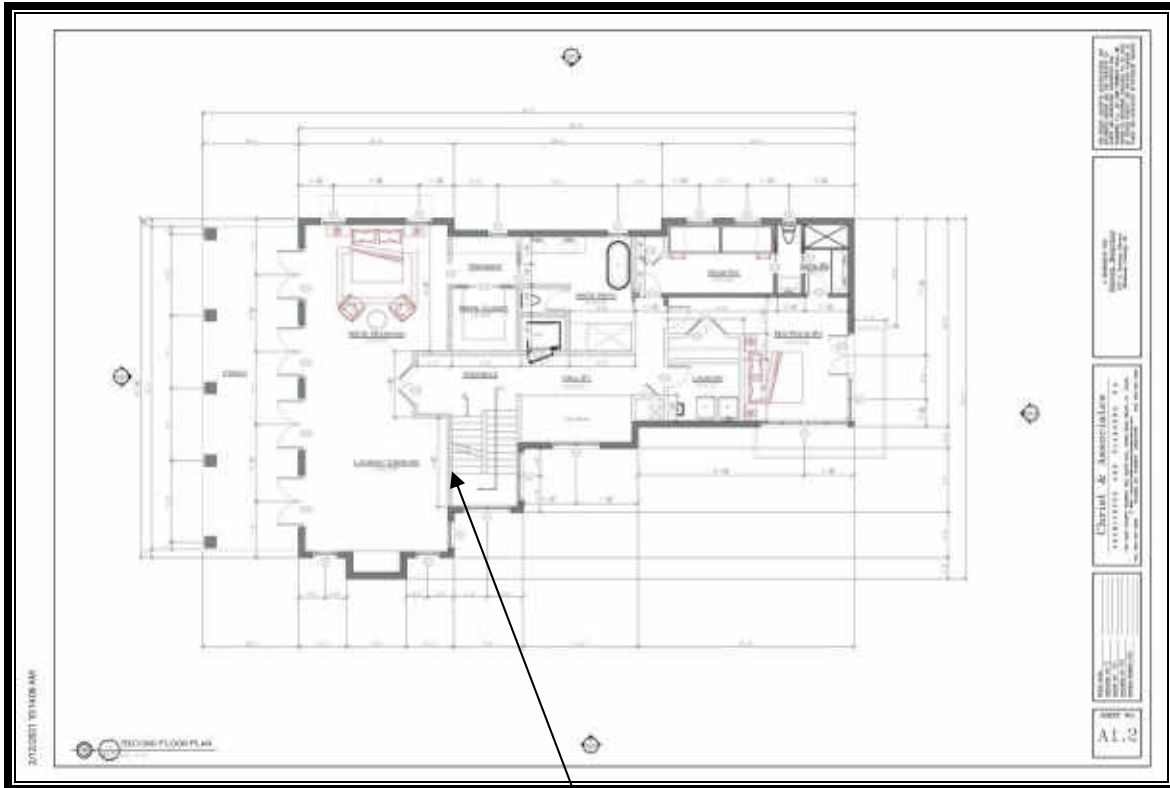




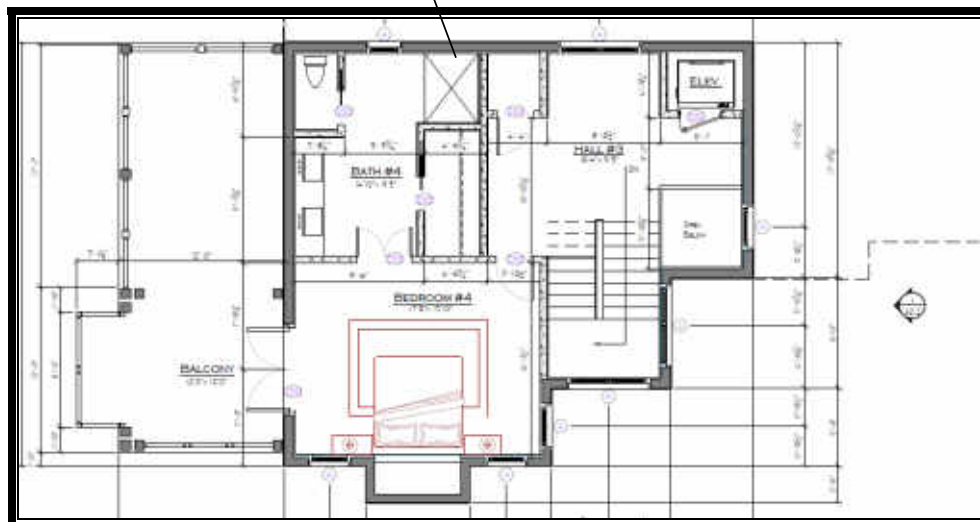
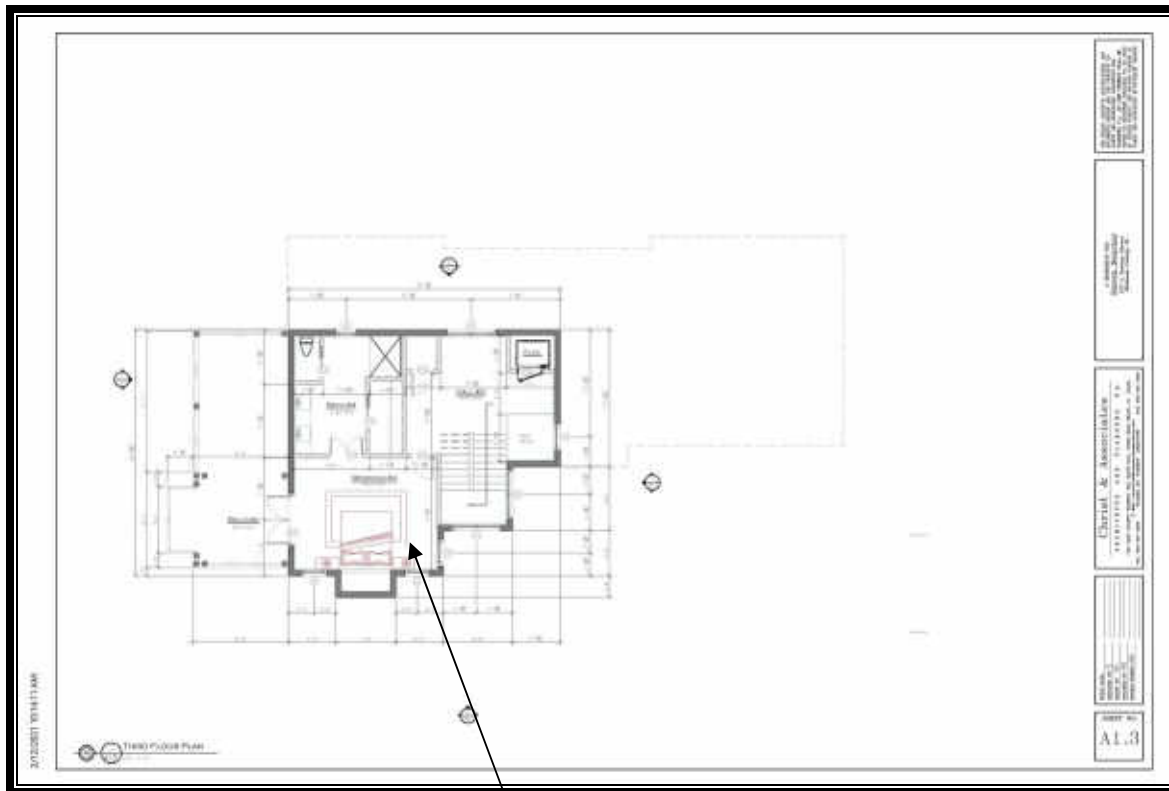
Proposed Floor Plans – ‘Before Condition’



Level 1 Plan – No Change in Before or After Conditions



Level 2 Plan – No Change in Before or After Conditions



Level 3 Plan – After Ordinance Third Floor Will Be Forced to Be Eliminated
To Maintain Ceiling Heights on Lower Floors

Aerial Photograph



Subject property outlined in blue above

Subject Photographs - Site



Scenic Highway 98 Facing West Subject on Left



Scenic Highway 98 Facing East Subject on Right



Subject Site Facing South From Scenic Highway 98



Interior of Subject Site



Interior of Subject Site



View of Gulf of Mexico from the subject site

Zoning

The subject property is located within the Crystal Beach Neighborhood land use designation, as governed by the City of Destin.

Use of the subject for various residential, short term seasonal rental, guest house and other varied uses are legally permissible by the zoning in place.

Therefore, use of the subject as a resort residential property for either owner occupancy or seasonal rental is considered legal, conforming.

It is noted that prior to implementation of Ordinance 17-22-PC the maximum allowable building height was 35 feet. After implementation of Ordinance 17-22-PC the maximum allowable building height is 30 feet. This is the basis of the 'Before' and 'After' value scenarios in this report.

	Community Development Department Planning Division 4200 Indian Bayou Trail, Destin, FL 32541 Phone (850) 337-3123 • Fax (850) 837-7949 www.cityofdestin.com/index.aspx?nid=91	ZONING DISTRICT FACTSHEET						
The purpose and intent of establishing zoning districts is to ensure that all development is consistent with the goals, objectives and policies of the Comprehensive Plan, by establishing a series of zoning districts that indicate what uses are allowed and site development regulations that control the use of land in each district. All development within each zoning district shall be consistent with the purposes stated for each district. (LDC 7.12.05)								
CRYSTAL BEACH NEIGHBORHOOD (CBN)								
Purpose and intent: The Crystal Beach Neighborhood zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as permanent or seasonal single-family detached or multi-family attached residential dwelling units. Very limited supportive non-residential uses are allowed and are strictly limited to: places of worship, parks, playgrounds, community buildings and similar public service facilities serving the residents of the area, childcare centers and other ancillary neighborhood commercial uses which are approved as part of a planned unit development (PUD) for the exclusive use of the residents of the PUD. It is the intent of the CBN zoning district to specifically not allow the following uses to be located in the district: commercial hotels, motels, bed and breakfast establishments, or other commercial transient living accommodations.								
Table 7-2: Table of Allowable Uses (excerpt from LDC 7.12.06)								
PERMITTED USES:	Permanent or long-term residential uses							
	<table border="1"> <tr><td>Single-family detached dwelling</td></tr> <tr><td>Guest house ⁽¹⁾</td></tr> <tr><td>Accessory dwelling</td></tr> <tr><td>Single room occupancy housing</td></tr> <tr><td>Museums, historical sites, zoos & parks ⁽¹⁰⁾</td></tr> <tr><td>Religious organizations</td></tr> </table>		Single-family detached dwelling	Guest house ⁽¹⁾	Accessory dwelling	Single room occupancy housing	Museums, historical sites, zoos & parks ⁽¹⁰⁾	Religious organizations
Single-family detached dwelling								
Guest house ⁽¹⁾								
Accessory dwelling								
Single room occupancy housing								
Museums, historical sites, zoos & parks ⁽¹⁰⁾								
Religious organizations								
	Seasonal or short-term residential uses							
	<table border="1"> <tr><td>Single-family detached dwelling</td></tr> </table>		Single-family detached dwelling					
Single-family detached dwelling								
	Other residential uses							
	<table border="1"> <tr><td>Community residential home, small (1-6)</td></tr> <tr><td>Family day care home</td></tr> </table>		Community residential home, small (1-6)	Family day care home				
Community residential home, small (1-6)								
Family day care home								
CONDITIONAL USES:	Other residential uses							
	<table border="1"> <tr><td>Permanent or long-term Multi-family attached dwelling</td></tr> <tr><td>Seasonal or short-term Multi-family attached dwelling</td></tr> <tr><td>Community residential home, large (7-14)</td></tr> <tr><td>Child day care services</td></tr> </table>		Permanent or long-term Multi-family attached dwelling	Seasonal or short-term Multi-family attached dwelling	Community residential home, large (7-14)	Child day care services		
Permanent or long-term Multi-family attached dwelling								
Seasonal or short-term Multi-family attached dwelling								
Community residential home, large (7-14)								
Child day care services								
ACCESSORY USES:	<table border="1"> <tr><td>Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses.</td></tr> </table>		Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses.					
Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses.								
Footnotes:								
1	Guest houses are permitted only if the owner of the subject property occupies the primary dwelling as his/her main residence. However, guest houses shall not be rented out separately from the main residence. (refer to LDC section 7.12.04.M).							
10	Zoos are only allowed in the Industrial zoning district.							
Supplement 14, thru 16-18-LC, Dec 2016								

Zoning Map



Residential	
	BE - Bay Estates
	CBN - Crystal Beach Neighborhood
	HDR - High Density Residential
	LDR-H - Low Density Residential - Harbor
	LDR-HI - Low Density Residential - Holiday Isle
	LDR-V - Low Density Residential - Village
	MDR-HI - Med. Density Residential - Holiday Isle
	MDR-V - Medium Density Residential - Village

Assessment and Taxes

Tax Structure, Overview

Florida Law requires that the just value of all property be determined each year. The Supreme Court of Florida has declared "just value" to be legally synonymous to "full cash value" and "fair market value." The fair market value of real property is the amount for which it could sell on the open market, and assumes the present use is the highest and best use. The property appraiser analyzes these market transactions annually to determine fair market value as of January 1 of each year.

The property appraiser is responsible for identifying, locating, and fairly valuing all property, both real and personal, within the county for tax purposes. The "market" value of real property is based on the current real estate market, and is determined by market participants. The property appraiser has the legal responsibility to study the transactions of market participants and appraise real property accordingly.

At least once every three years, the county property appraiser or a staff appraiser will visit and inspect each property. Additionally, individual property values may be adjusted between visits in light of sales activity or other factors affecting real estate values in the subject neighborhood. Sales of similar properties are typically used as strong indicators of value in the real estate market.

Each August, the Property Appraiser sends a "Notice of Proposed Taxes," to all property owners to notify them of the taxable value of their property. Taxable value is the assessed value less any exemptions. The TRIM notice also gives information on proposed millage rates and taxes as estimated by community taxing authorities, and when and where these taxing authorities will hold public meetings to discuss tentative budgets to set your millage tax rates.

The property appraiser only assesses all property in the county and is neither a taxing authority nor a tax collector. Three separate government entities, each having unique and distinct roles, determine the tax bill of any property in their jurisdiction.

The following is a summary of the process:

First the property appraiser annually appraises all property in their respective county at the market value as of January 1 each year.

Second, each taxing authority within the county sets their own millage rate based on the amount of tax dollars necessary to fund their annual budget.

Finally, the tax collector takes the amount of taxes due in order to bill and collect all taxes levied within the county.

Tax Collector Card

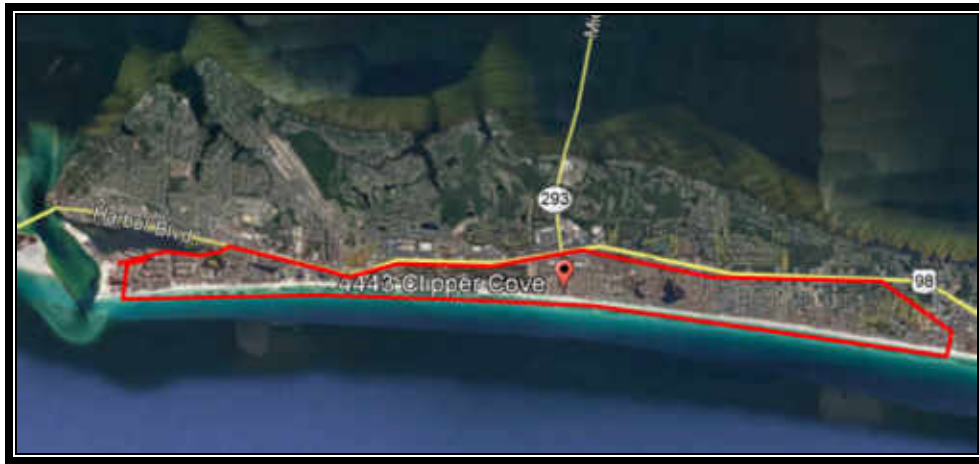
BEN ANDERSON Okaloosa County Tax Collector		2021 Paid Real Estate		Make your payment at OkaloosaTax.com . Echeck is FREE! Notice of Ad Valorem Tax and Non-Ad Valorem Assessments	
ACCOUNT NUMBER	ESCROW CD	MILLAGE CD	ALTERNATE KEY	PROPERTY ADDRESS	
002S22008000000040		DEDF	1001167	3480 SCENIC HWY 98, DESTIN, 32541	
ZSD LLC 4460 CLIPPER COVE DESTIN, FL 32541-3699			3480 SCENIC HWY 98 DESTINY SHORES S/D LOT 4		
AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
OKALOOSA COUNTY BD OF COMMS					
CAPITAL OUTLAY	0.0890	1,225,049	0	1,225,049	109.03
GENERAL	3.7122	1,225,049	0	1,225,049	4,547.63
COUNTY PUBLIC HEALTH UNIT	0.0296	1,225,049	0	1,225,049	36.26
SCHOOL LOCAL	2.2480	1,225,049	0	1,225,049	2,753.91
SCHOOL STATE	3.6950	1,225,049	0	1,225,049	4,526.56
NORTHWEST WATER DISTRICT	0.0294	1,225,049	0	1,225,049	36.02
CITY OF DESTIN	1.6150	1,225,049	0	1,225,049	1,978.45
DESTIN FIRE DISTRICT	1.0000	1,225,049	0	1,225,049	1,225.05
EXEMPTIONS APPLIED:					
TOTAL MILLAGE		12.4182	AD VALOREM TAXES		\$15,212.91
Receive future tax bills by email. Visit OkaloosaTax.com and register for BillExpress today!					
QUICKLY AND SECURELY PAY YOUR TAXES ONLINE AT OkaloosaTax.com E-check is FREE!			NON-AD VALOREM ASSESSMENTS		
USING YOUR SMARTPHONE CAMERA, SCAN TO PAY ONLINE 			LEVYING AUTHORITY RATE AMOUNT NON-AD VALOREM ASSESSMENTS COMBINED TAXES AND ASSESSMENTS \$15,212.91		
IF POSTMARKED BY: PLEASE PAY ONLY ONE AMOUNT Nov 30, 2021 \$0.00					
BEN ANDERSON Okaloosa County Tax Collector		2021 Paid Real Estate		Make your payment at OkaloosaTax.com . Echeck is FREE! Notice of Ad Valorem Tax and Non-Ad Valorem Assessments	
ACCOUNT NUMBER	PROPERTY ADDRESS	PAY ONLINE	PAY ONLY ONE AMOUNT		
002S22008000000040	3480 SCENIC HWY 98, DESTIN, 32541	OkaloosaTax.com	Nov 30, 2021 \$0.00		
ALTERNATE KEY	PRIOR TO MARCH 31ST TAXES CAN BE PAID WITH CASH, CHECK, CREDIT/DEBIT CARDS OR E-CHECK.	PAY BY MAIL			
1001167		P.O. BOX 1390 Niceville, FL 32558			
RETURN WITH PRESENT		3480 SCENIC HWY 98 DESTIN 32541			
ZSD LLC 4460 CLIPPER COVE DESTIN, FL 32541-3699					
Paid	Steven Donchey	11/25/2021	Receipt #	0-21050664	Echeck \$14,604.39

 RETAIN THIS PORTION FOR YOUR RECORDS
 AFTER MARCH 31ST TAXES MUST BE PAID BY CASH, CREDIT/CHECK OR MONEY ORDER
 PLEASE MAKE CHECKS PAYABLE TO OCTC, MAIL PAYMENTS TO P.O. BOX 1390, NICEVILLE, FL 32558

ANALYSIS OF DATA AND OPINIONS OF THE APPRAISERS

Market Area Summary / Neighborhood Information

The subject property is located in the Destin-Miramar Beach market area, which is bounded by the Destin Harbor / East Pass to the West, US Highway 98 and the waters of the Destin Harbor to the North, the Gulf of Mexico to the South and the intersection of US Highway 98 / Scenic Gulf Drive to the East. The approximate neighborhood boundaries are outlined in the photo below.



This is a resort area driven primarily by proximity to area beaches and resort activities. The predominant property type in the area is of second home and seasonal vacation properties with fewer full-time residents than seasonal occupants.

Many second home and resort area property owners rent their properties on a seasonal basis to either offset costs of ownership or in the pursuit of income generation potential, and the seasonal income attributed to a property is often a significant factor contemplated by purchasers in the market when evaluating a purchase decision.

We have witnessed a trend for increased rental demand of larger resort residences which can accommodate larger groups for family reunions, large family vacations, etc.

This has led to the construction of larger and larger seasonal resort rental homes to serve this need. These larger properties often witness more robust demand and income generation potential than smaller properties with less sleeping capacity where vacationing groups would otherwise be required to split between several locations.

In summary, the subject is sited directly in an area that is geared toward seasonal rental operations, be it solely for the purpose of income generation potential or as an offset to the costs of personal use. While the subject is not planned for seasonal rental, the ability to rent a property seasonally remains a significant motivator for market participants and weighs heavily in their buy-sell decision making process. A restriction that negatively impacts the size of an improvement and its associated ability to seasonally rent a resort property is estimated to have a significant negative impact on the value of this asset class.

Highest and Best Use

The definition of “highest and best use” is presented unabridged in the definitions section of this report. However, in brief, highest and best use refers to the reasonably probable and legal use of vacant land or an improved property, which is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value, i.e. maximally productive.³

Objective analysis and interpretation of market data leads to an informed opinion of that use. However, the estimate of highest and best use should not be interpreted as a provable fact. A typical highest and best analysis evaluation process and pertinent questions which aid in the elimination of possible alternatives are presented below.

1. **Permissible Use.** What uses are permitted by zoning and other legal restrictions? What are the land use controls that will govern the site? Uses that are *legally permissible* are those allowed under current or likely zoning and those that could meet building codes. In addition, local communities may have restrictions on public utility loads, traffic creation, access restrictions, and so on, all of which must be considered when selecting legally permissible uses
2. **Physically Possible Use.** To what use is the site physically adaptable? What is an appropriate improvement given architectural / engineer study? Unless prohibited by soil or subsoil problems or land size constraints, it is *physically possible* to place most potential improvements on the site. Usually this test, if performed first or second, will not significantly reduce the number of potential uses.
3. **Feasible Use.** Which possible and permissible use will produce any net return to the owner of the site? Should the land be developed, and if so, what kind of improvement should be built? If an improvement should be constructed, what is the type and characteristics of an ideal improvement? Uses that are considered economically or financially feasible are those that potentially would logically produce net operating income and net resale price levels high enough to adequately support construction of the potential improvement and provide the investor with a reasonable profit. Implicit to this analysis is that riskier projects require higher profit levels to induce potential developers to undertake the burden of coordination of land, labor and capital.
4. **Maximally Productive Use.** The final test is to determine of the financially feasible options, which of these would result in the highest land value or values as

³ The Appraisal of Real Estate, Twelfth Edition

improved. Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)? If there are existing improvements on the property should they be maintained in their current state or should they be altered to more closely resemble the ideal improvement?

Although these criteria are generally evaluated sequentially, the resulting conclusion of highest and best use should be identical regardless of the order of application of the above tests.

Implied within this definition is that the estimation of the highest and best use for a particular property results from the appraisers' judgment and analytical skill with respect to the market for that particular property.

However, the highest and best use of a specific parcel of land is not just a matter of subjective opinion; rather, highest and best use is indicated by supply and demand forces within the market where the property is located, availability of capital, supply of alternative investments, need for additional products or services within a community, and other factors.

Highest and Best Use ‘As Complete’/‘As Is’

The highest and best use ‘As Complete’/‘As Is’ recognizes among all reasonable, alternative uses, the use that yields the highest present land value after payments are made for labor, capital, and entrepreneurial coordination.⁴

We have evaluated the most probable uses for the subject property, ‘As Complete’/‘As Is’, given the current market for resort residential property and recent development activity in the subject market area.

Legally Permissible

The subject property is located within the Crystal Beach Neighborhood land use designation, as governed by the City of Destin. Use of the subject for various residential, short term seasonal rental, guest house and other varied uses are legally permissible by the zoning in place.

Therefore, use of the subject as a resort residential property is legally permissible.

Physically Possible

The subject property is generally level, well-drained, and at or level with the existing road grade of Scenic Highway 98 and is scheduled to feature sufficient parking and site improvements to operate in the designed capacity as a resort residential property.

The subject is planned to be improved with a well-constructed gulf front resort residential property configured to provide multiple bedrooms, bathrooms, an in-ground pool, kitchens, and living areas, etc. The subject has been specifically configured for occupancy as a resort residential property, and features all necessary components for operation as intended, although restricted in size by Ordinance 17-22-PC.

Therefore, use of the subject as a resort residential property is physically possible.

Financially Feasible

Demand for resort residential properties in the subject market area has improved in the previous 24-48 month period, with a number of increased transactions. Most market participants would describe the market for similar properties as robust.

As described in the market analysis section of this report, the predominant property type in the market area is of second home and seasonal vacation properties with an increased demand for larger and larger improvements, as a direct result of the high value of the underlying lands.

⁴ The Appraisal Of Real Estate, Twelfth Edition

Many property owners rent their properties on a seasonal basis to offset costs of ownership or for income generation potential, and the income a property can generate is often a significant factor contemplated by purchasers in the market. This can be done with or without the assistance of a professional property manager.

We have witnessed a trend for increased rental demand of resort residences which can accommodate larger groups for family reunions, large family vacations, etc. This has led to the construction and renovation of seasonal resort rental homes to serve this need.

Reference the subject, the size of the improvement is being limited by the adopted ordinance 17-22-PC and associated maximum building height. As legal occupancy is tied to the number of bedrooms, a restriction in size corresponds to limit potential rental occupancy and associated financial feasibility.

Additionally, limited size of improvement results in a constrained sale price as buyers often evaluate purchases based on the size of the improvements.

The recently-implemented City of Destin Ordinance 17-22-CC serves to reduce livable area of the improvement by approximately +/-931 SF, or -19.48%.

This no doubt will impact the functional utility to the owner, potential future sale price, and future income generation potential of the property if desired to be utilized in a rental capacity. These reductions translate directly to a reduction in the market value of the underlying site.

Therefore, use of the subject as a resort property is considered to be financially feasible. However, it is noted that the reduction in permissible living area by Ordinance 17-22-CC is estimated to impact the market value of the subject property negatively as well as the market value of the underlying site.

Maximally Productive Given the legally permissible, physically possible, and financially feasible uses of the subject property we are of the opinion that the maximally productive use of the subject property 'As Complete' is for the planned use as a resort property with full utilization of the maximum living area.

This use will certainly bring the highest net return to the land. While operation in a reduced living area capacity (as dictated by City of Destin Ordinance 17-22-CC) is still possible, the impact to the market value is significant, as the living area of the improvement has now been reduced by -19.48% based on HVAC living area in the before and after conditions. This results in a reduced financial benefit of ownership and negative impact to market value of the prospective improved property and underlying land.

Valuation Methodology - Overview

The appraisal analysis is based on analytical techniques that may encompass anticipation of costs to be incurred, and benefits to be derived in the future; however, the subject is appraised as described in this report, including only those assumptions also described in this report.

This appraisal analysis has been conducted, and the appraisal report was prepared in conformance with the requirements of Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).

The valuation process is a systematic procedure an appraiser follows to provide answers to a client's questions about real property value.¹ Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

Land Valuation Methodology

Land Valuation is generally a component of the Cost Approach in appraisal of an improved property. In most appraisal analyses, separate land valuation is conducted utilizing the Sales Comparison Approach.

Cost Approach Methodology

The cost approach is a reliable methodology for new, nearly new or special-use buildings. In the cost approach, value is estimated as the current cost of reproducing or replacing the existing or proposed improvements and site improvements (including direct and indirect costs as well as an appropriate entrepreneurial incentive or profit), and then deducting the loss in value from depreciation due to physical, functional, and external sources.⁵

The depreciated replacement or reproduction cost of the improvements is then added to the value of the site resulting in a value indication of the fee simple interest in the property.

The Cost Approach is summarized as follows:

$$\begin{array}{rcl} & \text{Cost New} & \\ & - \text{Depreciation} & \\ & + \text{Entrepreneurial Incentive} & \\ & + \text{Land Value} & \\ \hline & = \text{Value} & \end{array}$$

⁵ The Appraisal of Real Estate, Twelfth Edition

Sales Comparison Approach Methodology

The sales comparison approach is premised on the "Principle of Substitution" which indicates an informed purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property possessing the same or similar utility.

This approach is applicable when an active market provides sufficient quantities of reliable data which can be verified from authoritative sources. The Sales Comparison Approach is most reliable in an active market or if an opinion of value is related to properties for which there are comparable sales available- and heavy emphasis is generally placed on this sales comparison approach when these market conditions are present.

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Income Approach Methodology

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and/or a discounting process.

The income approach is recognized as a reliable approach for estimating the value of "income producing" property to an investor. The income approach consists of methods, techniques, and mathematical procedures that an appraiser utilizes to analyze a property's capacity to generate income and convert income into an indication of present value either by capitalizing the current income at a market capitalization rate, or discounting the future cash flows into a present value estimate using an appropriate yield (discount) rate. The appraisal process emulates the actions of the market, and the income approach is most applicable when the probable buyer would be an investor or prospective owner occupant. Two techniques associated with the income approach are direct capitalization and discounted cash flow analysis.

Final Reconciliation Process

In the appraisal process for improved property, typically more than one approach to value is applied, resulting in two or more value indications that must be evaluated for relevancy, applicability and reliability, and a final point value or range of value is chosen.

Resolving the differences among various value indications is called reconciliation.⁶

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied to arrive at a single estimate or range of market value opinions. Different properties require different means of analysis and lend themselves to one

⁶ The Appraisal of Real Estate, Twelfth Edition

approach over the others. As such, in the reconciliation appropriate weight is given to the most applicable and/or reliable indications of value to arrive at a conclusion.

Reconciliation is not a mathematical process. Rather, at this point in the valuation process the appraiser must reevaluate all pertinent data in the analysis for appropriateness, accuracy, and quality of evidence.

The appraiser then weighs the relative significance, applicability, and defensibility of each value indication and relies most heavily on the approach that is most appropriate to the nature of the appraisal problem.

Valuation Methodology Utilized in this Assignment

Valuation Analyses

Purpose of Assignment:

The purpose of this appraisal is to derive an opinion of the Diminution in Value to the subject property associated with the implementation of City of Destin Ordinance No. 17-22-PC.

This Ordinance was implemented April 2, 2018, and the incorporation of this ordinance limits the maximum building height of the subject property to 30 Feet. Prior to the implementation of this Ordinance, the legal maximum building height was 35 feet. Therefore, as a result of the ordinance, the maximum building height / roof line height has been reduced by 5 feet, or approximately -14.28%. This reduction translates directly to a reduction in value to the underlying land.

We are therefore opining on the difference in market value of the subject before and after the adoption of City of Destin Ordinance No. 17-22-PC, which was promulgated on April 2, 2018.

Land Valuation:

An opinion of value for the subject property in 'as if vacant' condition and subsequent application of the cost approach has not been provided. The purpose of this appraisal is to evaluate the impact to the value of the subject by virtue of the implementation of City of Destin Ordinance 17-22-PC which limits building height and therefore associated building area. As the cost to construct improvements bears little correlation to what a market participant will pay for a completed and occupiable improvement, the cost approach was not considered necessary to derivation of a credible value opinion and was not applied.

Sales Comparison Approach: The improved sales comparison approach was utilized in this appraisal assignment in both the 'Before Ordinance' and 'After Ordinance' scenarios for the subject 'As Complete'. The difference in construction cost will be deducted from the differences in 'As Complete' market value in order to isolate the diminution in value to the subject site as a result of the lesser allowed building size by virtue of the Ordinance-imposed height reduction.

Income Approach: The income approach was not applied in this appraisal. The purpose of this appraisal is to evaluate the impact to the value to the subject by virtue of the implementation of City of Destin Ordinance 17-22-PC which limits the building height and therefore the associated size of the improvement which can be constructed on the site. As such, the income approach was not considered necessary to derivation of a credible value opinion and was not applied.

Sales Comparison Approach

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. Integral to the sales comparison approach are the principals of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and, where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

The Sales Comparison Approach was employed to derive an opinion of the market value of the subject 'As Complete' condition as of the valuation date.

Ideally, the subject property would be compared to sales of similar resort residential properties in the subject market area, which are of the same approximate size, location, utility, and quality as the subject property.

Sales were discovered which were similar to the subject property in these respects, but are not necessarily exactly identical to the subject property.

Unit of Comparison

Typically, comparable sales are reduced to a unit of comparison. The unit of comparison represents the unit which is consistently used in the market to derive pricing decisions.

Analysis of sales throughout the subject market area indicate many possible units of comparison; however, the predominant unit of comparison utilized by market participants when purchasing property similar to the subject is price per residential property which is generally evaluated on a price per SF of living area basis.

Comparable Sales

The market in which the subject property competes has been investigated, and the following sales extracted which are considered comparable to the subject resort residential property in the 'Before' and 'After' ordinance conditions.

On the following pages we present the comparable sale photographs as well as the comparison grid and a reconciliation of market value for the subject home in both the 'before' and 'after' conditions.

COMPARABLE SALE #1 – 3484 SCENIC HIGHWAY 98





Comparable 1 – Closed Sale – 3484 Scenic Highway 98, Destin, FL



Comparable 2 – Closed Sale – 2972 Scenic Highway 98, Destin, FL



Comparable 3 – Closed Sale – 4734 Ocean Boulevard, Destin, FL

Improved Comparable Sales Map



Analysis Grid, Improved Comparable Sales

Elements of Comparison

The following ten basic elements of comparison should be considered in sales comparison analysis:

- 1.) Real property rights conveyed: fee simple, leased fee, leasehold, fractional interest, etc.
- 2.) Financing terms: Cash, cash equivalent, seller financing, financing concessions by seller, etc.
- 3.) Conditions of Sale: Seller concessions, personal property included in sale, parties related, etc.
- 4.) Expenditures made immediately upon purchase: deferred maintenance repairs, rehabilitation, renovation, upgrades.
- 5.) Market Conditions: Appreciation, depreciation, stagnation in real estate prices since the time of sale.
- 6.) Location: corner, major traffic artery, city/county, interior lot, etc.
- 7.) Physical characteristics: Size, topography, access to utilities, construction quality, condition, etc.
- 8.) Economic characteristics: rents, operating expenses, vacancy rates, lease provisions, management competence, etc.
- 9.) Use: zoning, future land use, building codes, government control, etc.
- 10.) Non-realty components of value: furniture, fixtures, and equipment.

On the following page is a sales comparison grid displaying the subject property, the comparables and the adjustments applied.

COMPARABLE SALE GRID “BEFORE” CONDITION

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	3480 Scenic Highway 98, Destin, FL	3484 Scenic Highway 98, Destin, FL		2972 Scenic Highway 98, Destin, FL		4734 Ocean Boulevard, Destin, FL	
Proximity to Subject							
Sales Price	N/A		\$ 2,100,000		\$ 3,150,000		\$ 3,000,000
Sale Price Per SF of GLA			\$ 795.15		\$ 534.35		\$ 612.24
Data Source(s)	Inspection, Plans	Public Records, MLS 776611		Public Records, MLS 772067		Public Records, MLS 753357	
ITEM	DESCRIPTION	DESCRIPTION	± \$ Adjust.	DESCRIPTION	± \$ Adjust.	DESCRIPTION	± \$ Adjust.
Date of Sale/TIME Adj.	4/2/2018	10/27/2017		6/8/2017		5/22/2017	
Location	Good	Good		Good		Good	
Property Rights	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	Good	Good		Good		Good	
View	Gulf	Gulf		Gulf		Gulf	
Design (Style)	Good	Good		Good		Good	
Quality of Construction	Good	Good		Good		Good	
Actual Age	2018	2000	\$378,000	1998	\$630,000	2002	\$480,000
Condition	Good	Good		Good		Good	
Size (Before Condition)	4,779	2,641	\$534,500	5,895	-\$279,000	4,900	-\$30,250
Bedrooms/Baths	4 Bed / 3 Full Bath / 1 Half Bath	3 Bed / 4 Full Bath	-\$5,000	8 Bed / 7 Full Bath / 1 Half Bath	-\$40,000	6 Bed / 6 Full Bath / 1 Half Bath	-\$30,000
Functional Utility	Good	Good		Good		Good	
Heating/Cooling	CHA	CHA		CHA		CHA	
Energy Efficient Items	Good	Similar		Similar		Similar	
Garage/Carport	2 Car Garage/Driveway	2 Car Garage / Driveway		2 Car Garage / Driveway		Driveway	\$50,000
Amenities	Pool	None	\$100,000	Pool		None	\$100,000
Sales or Financing	Cash or Equiv.	Cash or Equiv.		Cash or Equiv.		Cash or Equiv.	
Concessions	NA	Typical	\$0	Typical		Typical	
Net Adj. (Total)		+ -	\$ 1,007,500	+ -	\$ 311,000	+ -	\$ 569,750
Indicated Value of Subject		Net 47.98%	\$ 3,107,500	Net 9.87%	\$ 3,461,000	Net 18.99%	\$ 3,569,750

COMPARABLE SALE GRID “AFTER” CONDITION

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	3480 Scenic Highway 98, Destin, FL	3484 Scenic Highway 98, Destin, FL		2972 Scenic Highway 98, Destin, FL		4734 Ocean Boulevard, Destin, FL	
Proximity to Subject							
Sales Price	N/A		\$ 2,100,000		\$ 3,150,000		\$ 3,000,000
Sale Price Per SF of GLA			\$ 795.15		\$ 534.35		\$ 612.24
Data Source(s)	Inspection, Plans	Public Records, MLS 776611		Public Records, MLS 772067		Public Records, MLS 753357	
ITEM	DESCRIPTION	DESCRIPTION	± \$ Adjust.	DESCRIPTION	± \$ Adjust.	DESCRIPTION	± \$ Adjust.
Date of Sale/TIME Adj.	4/2/2018	10/27/2017		6/8/2017		5/22/2017	
Location	Good	Good		Good		Good	
Property Rights	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	Good	Good		Good		Good	
View	Gulf	Gulf		Gulf		Gulf	
Design (Style)	Good	Good		Good		Good	
Quality of Construction	Good	Good		Good		Good	
Actual Age	2018	2000	\$378,000	1998	\$630,000	2002	\$480,000
Condition	Good	Good		Good		Good	
Size (After Condition)	3,848	2,641	\$301,750	5,895	-\$511,750	4,900	-\$263,000
Bedrooms/Baths	3 Bed / 2 Full Bath / 1 Half Bath	3 Bed / 4 Full Bath	-\$15,000	8 Bed / 7 Full Bath / 1 Half Bath	-\$50,000	6 Bed / 6 Full Bath / 1 Half Bath	-\$40,000
Functional Utility	Good	Good		Good		Good	
Heating/Cooling	CHA	CHA		CHA		CHA	
Energy Efficient Items	Good	Similar		Similar		Similar	
Garage/Carport	2 Car Garage/Driveway	2 Car Garage / Driveway		2 Car Garage / Driveway		Driveway	\$50,000
Amenities	Pool	None	\$100,000	Pool		None	\$100,000
Sales or Financing	Cash or Equiv.	Cash or Equiv.		Cash or Equiv.		Cash or Equiv.	
Concessions	NA	Typical	\$0	Typical		Typical	
Net Adj. (Total)		+ -	\$ 764,750	+ -	\$ 68,250	+ -	\$ 327,000
		Net 36.42%		Net 2.17%		Net 10.90%	
Indicated Value of Subject			\$ 2,864,750		\$ 3,218,250		\$ 3,327,000

Sales Comparison Approach Conclusion

The quantity and quality of data is sufficiently reliable to derive a reasonable and sufficiently supported indication of value in both the before and after conditions as we employed 3 closed sales of similar resort residential homes from the subject market area.

We consider the quantity and quality of 3 comparable sales to be adequate to render a credible opinion of value for the subject ‘As Complete’ in the ‘before’ and ‘after’ conditions.

Reference the “Before” valuation, the subject represents a 4,779 SF Living Area improvement with the room for at least 4 Bedrooms and 3 full and 1 half Bathrooms based on the floor plans provided.

The range of value for the comparable sales in the before condition was between \$3,107,500 and \$3,569,750 with an average of \$3,379,417.

All comparables are considered credible and reliable alternatives to the subject. Based on the above comparables and analysis, we choose to reconcile to a ***rounded opinion of value for the subject in the ‘before’ condition of \$3,450,000 ‘As Complete’.***

Reference the “After” valuation, the subject represents a 3,848 SF Living Area improvement with 3 Bedrooms and 2 full and 1 half Bathrooms based on the floor plans provided.

The range of value for the comparable sales in the after condition was between \$2,864,750 and \$3,327,000 with an average of \$3,136.667.

All comparables are considered credible and reliable alternatives to the subject. Based on the above comparables and analysis, we choose to reconcile to a ***rounded opinion of value for the subject in the ‘before’ condition of \$3,100,000 ‘As Complete’***.

Conclusion of Diminution in Value

The Diminution in Value is represented by the difference between the ‘before’ and ‘after’ value conclusions, or in this case the difference between \$3,450,000 and \$3,100,000 or \$350,000 less the construction cost the difference in building area to arrive at the impact in value to the underlying land, or the land residual.

The promulgation of Ordinance 17-22-PC reduced the allowable living area which could be constructed on the site by 931 SF. Retrospective to the date of valuation, we consider that this additional square footage could be constructed at the cost of \$175 per SF, thereby totaling \$160,000, rounded.

Deducting the cost of construction of the larger building area of \$160,000 from the difference in ‘As Complete’ market value in the before and after conditions of \$350,000 results in a diminution in value to the subject site as a result of Ordinance 17-22-PC of \$190,000.

**One Hundred Ninety Thousand Dollars
\$190,000**

Certification

The appraiser has no present or prospective interest in the subject property of this appraisal and no personal interest of bias with respect to the parties involved in this appraisal. I have the appropriate education and experience to conduct this appraisal.

The appraiser will not divulge the analytical findings or conclusions to anyone other than the client or designee, except as may be required by the Appraisal Institute or by a court of law with power of subpoena.

I certify, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property which is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property which is the subject of this report or to the parties involved with this assignment.
- The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.

***Certification
(Continued)***

- The signatory appraiser has not performed any services, as an appraiser or in any other capacity, regarding the subject property within the 3 years prior to acceptance of this appraisal assignment.

This appraisal has been conducted, and the appraisal report prepared in conformance with the requirements of Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA, 12 U.S.C. 3331 et seq.). This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

No person other than the undersigned made a significant professional contribution to the research and analysis in this appraisal unless specifically noted above.

Respectfully Submitted,

EquiValue Appraisal, LLC

A handwritten signature in blue ink, appearing to read 'Jason P. Shirey', with a stylized flourish extending to the right.

Jason P. Shirey, MAI, CCIM
Cert Gen RZ3186

Limiting Conditions and Assumptions

1. Unless otherwise noted in the body of the report, we assumed that title to the property or properties appraised is clear and marketable and that there are no recorded or unrecorded matters or exceptions that would adversely affect marketability or value. We are not aware of any title defects nor were we advised of any unless such is specifically noted in the report. We did not examine a title report and make no representations relative to the condition thereof. Documents dealing with liens, encumbrances, easements, deed restrictions, clouds and other conditions that may affect the quality of title were not reviewed. Insurance against financial loss resulting in claims that may arise out of defects in the subject property's title should be sought from a qualified title company that issues or insures title to real property.
2. We assume that improvements are constructed or will be constructed according to approved architectural plans and specifications and in conformance with recommendations contained in or based upon any soils report(s).
3. Unless otherwise noted in the body of this report, we assumed: that any existing improvements on the property or properties being appraised are structurally sound, seismically safe and code conforming; that all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are, or will be upon completion, in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion by the elements; that the property or properties have been engineered in such a manner that it or they will withstand any known elements such as windstorm, hurricane, tornado, flooding, earthquake, or similar natural occurrences; and, that the improvements, as currently constituted, conform to all applicable local, state, and federal building codes and ordinances. We are not engineers and are not competent to judge matters of an engineering nature. We did not retain independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, make no representations relative to the condition of improvements. Unless otherwise noted in the body of this report no problems were brought to our attention by ownership or management. We were not furnished any engineering studies by the owners or by the party requesting this appraisal. If questions in these areas are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. It is specifically assumed that any knowledgeable and prudent purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of the building systems. Structural problems and/or building system problems may not be visually detectable. If engineering consultants retained should report negative factors of a material nature, or if such are later discovered, relative to the condition of the improvements, such information could have a substantial negative impact on the conclusions reported in this appraisal. Accordingly, if engineering consultants report negative findings, we reserve the right to amend the appraisal conclusions reported herein.
4. All furnishings, equipment and business operations, except as specifically stated and typically considered as part of real property, have been disregarded with only real property being considered in the appraisal. Any existing or proposed improvements, on- or off-site, as well as any alterations or repairs considered, are assumed to be completed

- in a workmanlike manner according to standard practices based upon information submitted. This report may be subject to amendment upon re-inspection of the subject property subsequent to repairs, modifications, alterations and completed new construction. Any estimate of Market Value is as of the date indicated; based upon the information, conditions and projected levels of operation.
5. We assume that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner to supply said data are accurate and correct unless otherwise noted in the appraisal report. We have no reason to believe that any of the data furnished contain any material error. Information and data referred to in this paragraph include, without being limited to, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any material error in any of the above data could have a substantial impact on the conclusions reported. Thus, we reserve the right to amend our conclusions if errors are revealed. Accordingly, the client-addressee should carefully review all assumptions, data, relevant calculations, and conclusions within 30 days after the date of delivery of this report and should immediately notify us of any questions or errors.
 6. The date of value to which any of the conclusions and opinions expressed in this report apply, is set forth in the Letter of Transmittal. Further, that the dollar amount of any value opinion herein rendered is based upon the purchasing power of the American Dollar on that date. This appraisal is based on market conditions existing as of the date of this appraisal. Under the terms of the engagement, we will have no obligation to revise this report to reflect events or conditions which occur subsequent to the date of the appraisal. However, we will be available to discuss the necessity for revision resulting from changes in economics or market factors affecting the subject.
 7. We assume no private deed restrictions, limiting the use of the subject property in any way.
 8. Unless otherwise noted in the body of the report, we assume that there are no mineral deposits or subsurface rights of value involved in this appraisal, whether they be gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered unless otherwise stated in this appraisal report. Unless otherwise stated we also assumed that there are no air or development rights of value that may be transferred.
 9. We are not aware of any contemplated public initiatives, governmental development controls, or rent controls that would significantly affect the value of the subject.
 10. The estimate of Market Value, which may be defined within the body of this report, is subject to change with market fluctuations over time. Market value is highly related to exposure, time promotion effort, terms, motivation, and conclusions surrounding the offering. The value estimate(s) consider the productivity and relative attractiveness of the property, both physically and economically, on the open market.
 11. Unless specifically set forth in the body of the report, nothing contained herein shall be construed to represent any direct or indirect recommendation to buy, sell, or hold the

- properties at the value stated. Such decisions involve substantial investment strategy questions and must be specifically addressed in consultation form.
12. Unless otherwise noted in the body of this report, we assume that no changes in the present zoning ordinances or regulations governing use, density, or shape are being considered. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report is based, unless otherwise stated.
 13. This study may not be duplicated in whole or in part without our written consent, nor may this report or copies hereof be transmitted to third parties without said consent. Exempt from this restriction is duplication for the internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom this appraisal was prepared, provided that this report and/or its contents shall not be published, in whole or in part, in any public document without our written consent. Finally, this report shall not be advertised to the public or otherwise used to induce a third party to purchase the property or to make a “sale” or “offer for sale” of any “security”, as such terms are defined and used in this Securities Act of 1933, as amended. Any third party, not covered by the exemptions herein, who may possess this report, is advised that they should rely on their own independently secured advice for any decision in connection with this property. We shall have no accountability or responsibility to any such third party.
 14. Any value estimate provided in the report applies to the entire property, and any pro ration or division of the title into fractional interests will invalidate the value estimate, unless such pro ration or division of interests has been set forth in the report.
 15. Any distribution of the total valuation in this report between land and improvement applies only under the existing program of utilization. Component values for land and/or buildings are not intended to be used in conjunction with any other property or appraisal and are invalid if so used.
 16. The maps, plats, sketches, graphs, photographs, and exhibits included in this report are for illustration purposes only and are to be used only to assist in visualizing matters discussed within this report. Except as specifically stated, data relative to size or areas of the subject and comparable properties was obtained from sources deemed accurate and reliable. None of the exhibits are to be removed, reproduced, or used apart from this report.
 17. No opinion is intended to be expressed on matters that may require legal expertise or specialized investigation or knowledge beyond that which is customarily employed by real estate appraisers. Values and opinions expressed presume that environmental and other governmental restrictions/conditions by applicable agencies have been met, including but not limited to seismic hazards, flight patters, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, licenses, etc. No survey, engineering study or architectural analysis was provided to us unless otherwise stated within the body of this report. If we were not supplied with a

- termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranty is made concerning obtaining these items. We assume no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
18. Acceptance and/or use of this report constitutes full acceptance of the Assumptions and Limiting Conditions and extraordinary assumptions set forth in this report. It is the responsibility of the Client, or client's designees, to read in full, comprehend and thus become aware of the aforementioned assumptions and limiting conditions. We assume no responsibility for any situation arising out of the Client's failure to become familiar with and understand the same. The Client is advised to retain experts in areas that fall outside the scope of the real estate appraisal/consulting profession if so desired.
 19. We assume that the subject property will be under prudent and competent management and ownership; neither inefficient nor super-efficient.
 20. We assume that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal reports.
 21. No survey of the boundaries of the property was undertaken. All areas and dimensions furnished are presumed correct. It is further assumed that no encroachments to the realty exists.
 22. All value opinions expressed herein are as of the date of value. In some cases, facts or opinions are expressed in the present tense. All opinions are expressed as of the date of value, unless specifically noted.
 23. The Americans with Disabilities Act (ADA) became effective January 26, 1992. Notwithstanding any discussion of possible readily achievable barrier removal construction items in this report, we did not perform a specific compliance survey and analysis of this property to determine whether it is in conformance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, the fact could have a negative effect on the value estimated herein. Since we have no specific information relating to this issue, nor are we qualified to make such an assessment, the effect of any possible non-compliance was not considered in estimating the value of the subject property.
 24. The value estimate rendered in this report is predicated on the assumption that there is no hazardous material on or in the property that would cause a loss of value. We were not provided with an Environmental Assessment Report. Further, we are not qualified to determine the existence or extent of environmental hazards. If there are any concerns pertaining to environmental hazards for this property, we recommend that a qualified engineer perform an assessment.

ADDENDA

Overview

Legend

- Parcels
- Roads
- Water
- City Labels

Parcel ID	00-25-22-0080-0000-0040	Physical Address	3480 SCENIC HWY 98	Land Value	\$1,225,050	Last 25 Sales Date	Price	Reason	Qual
Acres (GIS)	0.27	Property Class	VACANT	Ag Land Value	\$0	10/17/2006	\$100	N/A	U
Taxing District	10	Mailing Address	4460 CLIPPER COVE DESTIN, FL 32541-3699	Building Value	\$0	7/1/1994	\$260000	N/A	Q
				Misc Value	\$0				
				Just Value	\$1,225,049				
				Assessed Value	\$1,225,050				
				Exempt Value	\$0				
				Taxable Value	\$1,225,050				

Property Appraiser Card

3/29/22, 6:32 PM

qPublic.net - Okaloosa County Property Appraiser - Report: 00-25-22-0080-0000-0040



Okaloosa County Property Appraiser

Parcel Summary

Parcel ID 00-25-22-0080-0000-0040
Location Address 3480 SCENIC HWY 98
 DESTIN 32541
Neighborhood RESIDENTIAL GULF (222100.30)
Brief Tax Description* DESTINY SHORES S/O LOT 4
**The Description above is not to be used on legal documents.*
Property Use Code VACANT (000000)
Sec/Twp/Rng 00-25-22
Tax District Destin (District 10)
Millage Rate 12.5119
Acreage 0.000
Homestead N
Acreage (GIS) 0.27
Fire District N/A

[View Map](#)

Owner Information

Primary Owner
ZSD LLC
 4660 Clipper Cove
 Destin, FL 325413699

Valuation

	2021 Certified Values	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values
Building Value	\$0	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0	\$0
Land Value	\$1,225,049	\$1,166,713	\$1,166,713	\$1,143,836	\$1,069,006
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	\$1,225,049	\$1,166,713	\$1,166,713	\$1,143,836	\$1,069,006
Assessed Value	\$1,225,049	\$1,166,713	\$1,166,713	\$1,143,836	\$1,069,006
Exempt Value	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$1,225,049	\$1,166,713	\$1,166,713	\$1,143,836	\$1,069,006
Cap DPW/Portability Amount	\$0	\$0	\$0	\$0	\$0

Just (Market) Value description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

2021 TRIM Notice

[Click Here to view the 2021 TRIM Notice PDF](#)

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000110	SPR GULF	36.00	FF	0	0

Sales

Mult Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	10/17/2006	\$100	WD	2746	1346	Unqualified (U)	Vacant	DONCHEY STEVEN S	ZSD LLC
N	07/01/1994	\$260,000	WD	1847	837	Qualified (Q)	Vacant		DONCHEY STEVEN S
N	01/01/1994	\$5,017,600	DO	1810	112	Unqualified (U)	Vacant		

2021 Property Record Card

[Click Here to view the 2021 Property Record Card PDF](#)

Most Recent Deed

FILE # 2372328 RCD: 10/24/2006 @ 02:36 PM, BK: 2744 PG: 1946 RECORDING:
\$6.00 RECORDING ARTICLE V: \$4.00 DEED DOCSTAMPS \$0.70 DEPUTY CLERK
GDUNEVANT DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

Prepared by and return to:
Pleat & Perry, P.A.
4477 Legendary Drive, #202
Destin, FL 32541
File Number: PP.ConcheyZSD1
\$10.00 .70

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 17th day of October, 2006 between Steven S. Donchey, a single man whose post office address is 4460 Clipper Cove, Destin, FL 32541, grantor, and ZSD, LLC, a Florida limited liability company whose post office address is 4460 Clipper Cove, Destin, FL 32541, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Okaloosa County, Florida to-wit:

Lot 4, DESTINY SHORES, according to the Plat thereof as recorded in Plat Book 14, Page 52, of the Public Records of Okaloosa County, Florida.

Parcel Identification Number: 00-2S-22-0080-0000-0040

Subject to covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; and to all applicable zoning ordinances and/or restrictions and prohibitions by governmental authorities, if any.

This instrument prepared at the request of and by information supplied by the parties hereto and without the benefit of title examination.

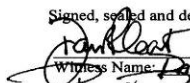
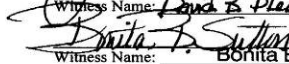
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2005.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

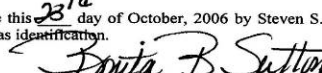

Witness Name: David B. Pleat

Witness Name: Bonita B. Sutton

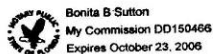
 (Seal)
Steven S. Donchey

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me this 23rd day of October, 2006 by Steven S. Donchey, who [] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

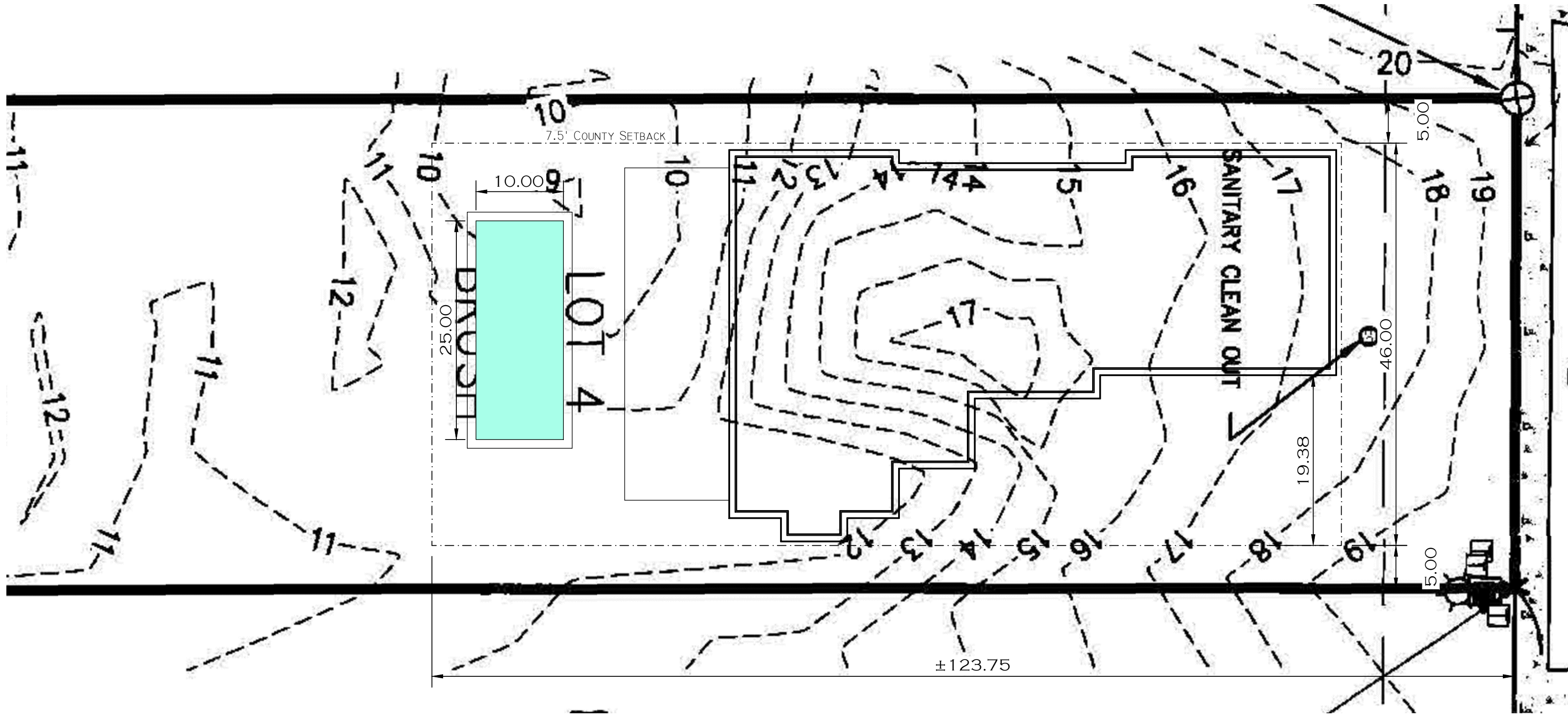

Notary Public
Printed Name: Bonita B. Sutton
My Commission Expires: _____





2 SITE LOCATION PLAN
A1.0 1"= 20'-0"

1 SITE LAYOUT PLAN
A1.0 1"= 10'-0"



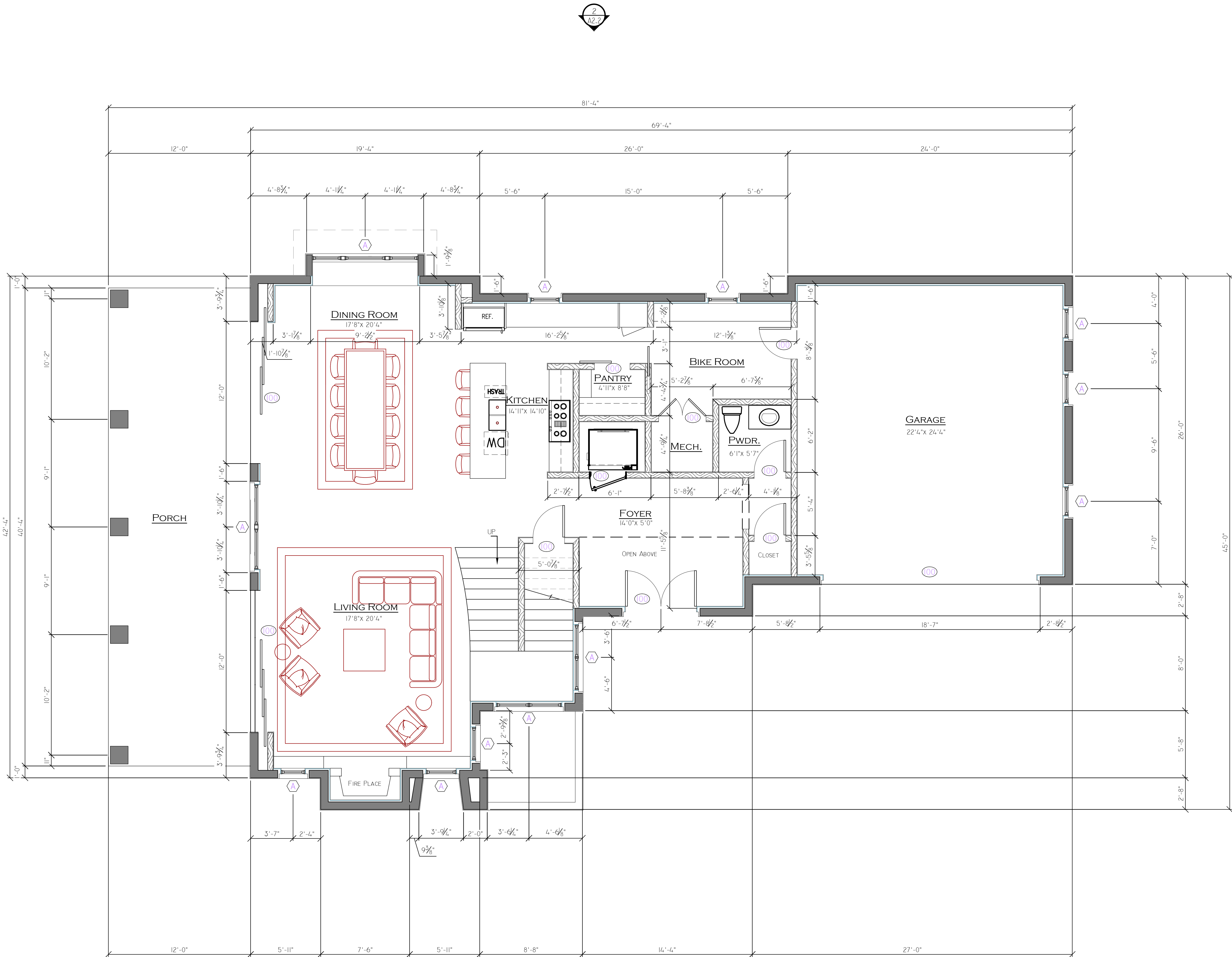
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DESIGNED BY: TC	
DRAWN BY: REB	
CHECKED BY: REB	
PROJECT NUMBER: 2003	

SHEET NO.
A1.0

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ARCHITECTS AND PLANNERS, P. A.
1701 EAST COUNTY HIGHWAY 30A, SUITE 201C, SANTA ROSA BEACH, FL 32459
E-MAIL: christandassociates@aol.com
TEL: 850-231-0883 FLORIDA LIC. NUMBER: AR0012788 FAX: 850-231-2801

A RESIDENCE FOR
Steven Donchey
LOT 4, Destiny Shores
Okaloosa County, FL

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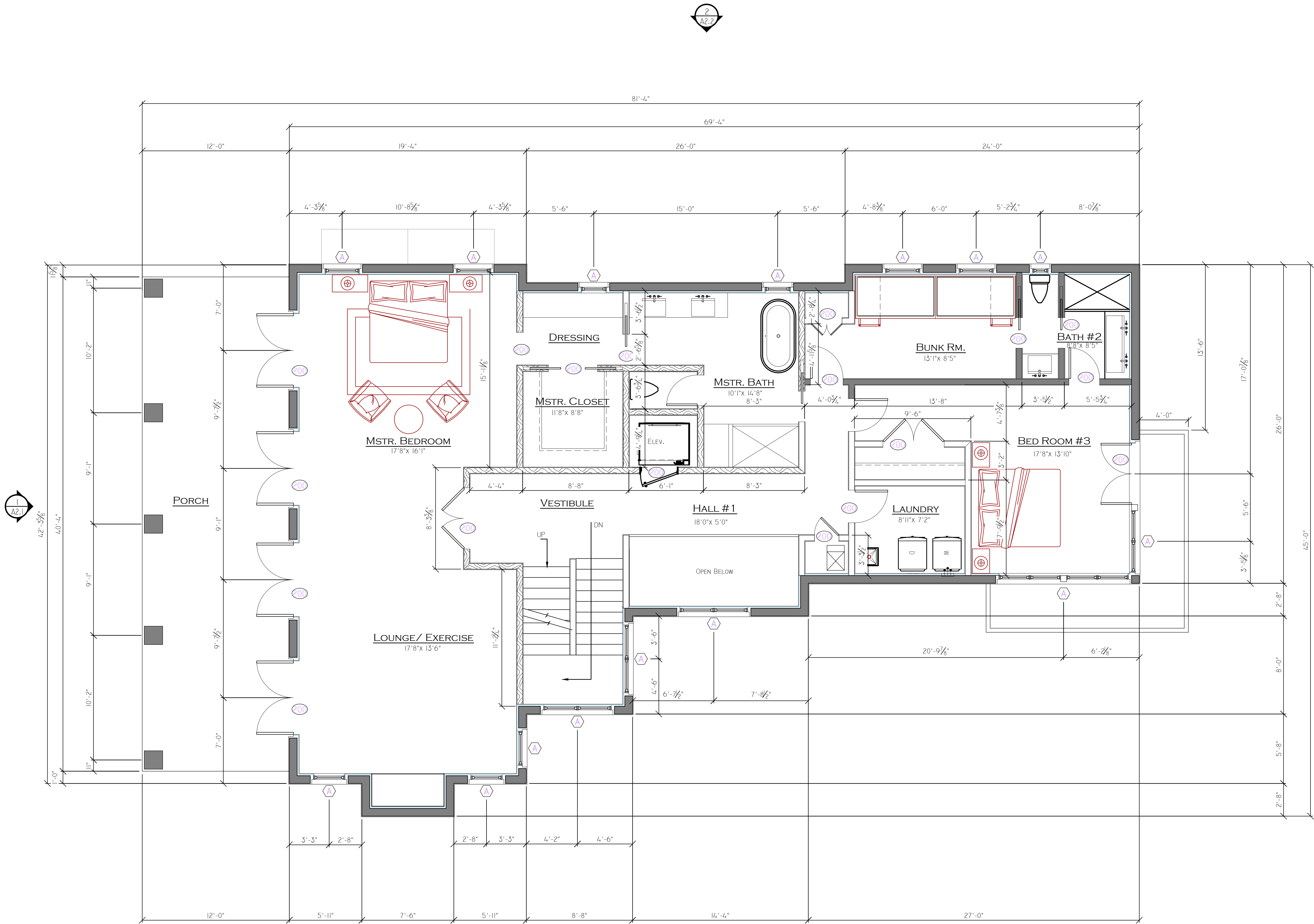
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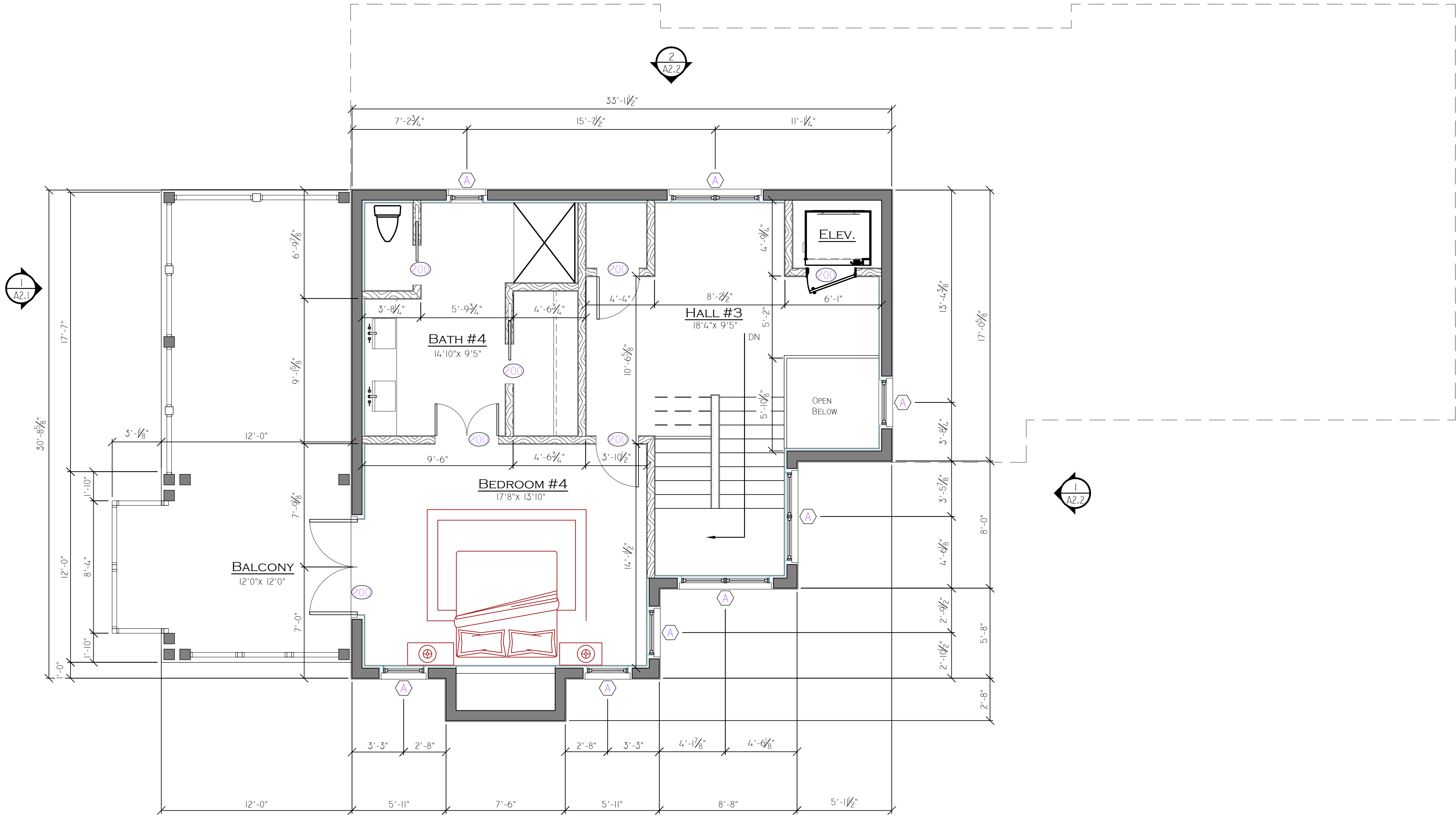
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A1.3

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TEL: 850-231-0883 FLORIDA LIC. NUMBER: AR0012788 FAX: 850-231-2801

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NORTH ELEVATION
A2.1 1"= 20'-0"

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A2.1

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EAST ELEVATION
1/4" = 1'-0"

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A2.2



1 SOUTH ELEVATION
A2.3 1/4" = 1'-0"

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A2.3

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WEST ELEVATION
A2.4 1/4" = 1'-0"

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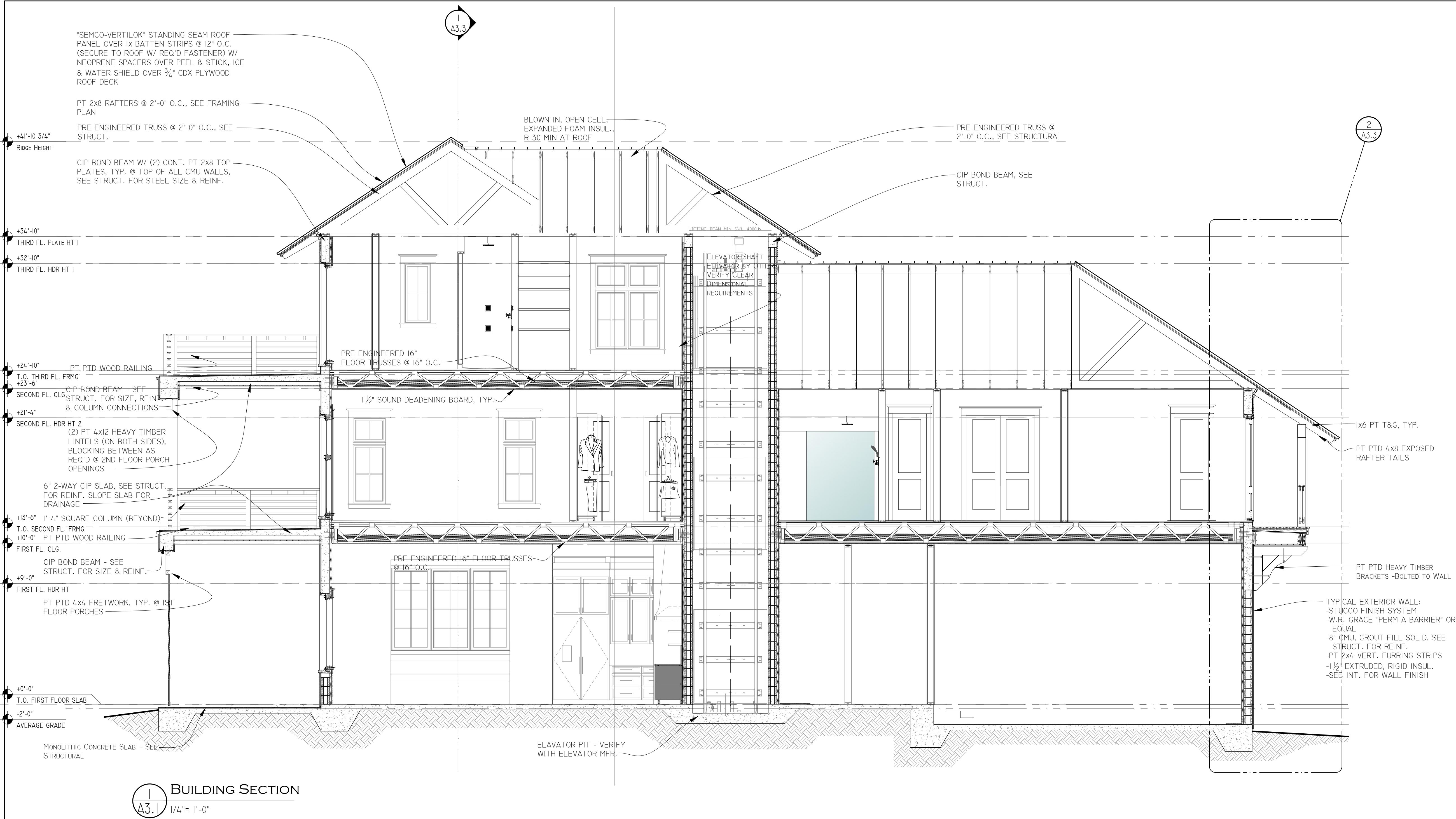
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Okaloosa County, FL

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A2.4

2/12/2021 10:07:13 AM



- NOTE:
- SEE STRUCTURAL FOR ALL REQUIRED STRAPPING, HOLD DOWNS, RAFTER TIES, CONNECTIONS, HANGERS, AND FASTENERS.
 - REFER TO STRUCTURAL FOR EXACT LOCATION OF STRUCTURAL ELEMENTS INCLUDING EXACT BOND BEAM LOCATION, SIZE & REINFORCEMENT.
 - DEFER TO INTERIORS & SCHEDULES FOR ALL INTERIORS INFORMATION
 - INSTALL ALL ROOFING COMPONENTS INCLUDING FLASHING, BATTENS, PURLINS, AND ACCESSORIES PER MANUFACTURER'S SPECIFICATIONS
 - ALL FLASHING TO BE GALVANIZED
 - W.R. GRACE PERM-A-BARRIER OR EQUAL TO BE USED AS A CLEAR PENETRATING SEALANT WHERE STUCCO IS OVER EXTERIOR FACE OF CMU WALLS. MOCK-UP WALL TO BE PROVIDED ON SITE TO ENSURE CHOSEN PRODUCT'S EFFECTIVENESS.
 - SEE A5.1-A5.3 FOR TYPICAL DOOR & WINDOW DETAILS
 - ALL EXTERIOR STUCCO TO HAVE FLOAT SAND FINISH
 - ALL INTERIOR STUD WALLS TO HAVE CELLULOSE BLOWN-IN INSULATION & 1/2" SOUND DEADENING BOARD ON BOTH SIDES IN ADDITION TO FINISH MATERIAL, SEE 5/A.II.
 - ALL CEILINGS TO HAVE 1/2" SOUND DEADENING BOARD IN ADDITION TO FINISH MATERIAL
 - ALL SCREW/BOLT HOLES ARE TO BE COUNTERSUNK & INFILLED W/ WOOD PLUGS THAT ARE GLUED INTO PLACE

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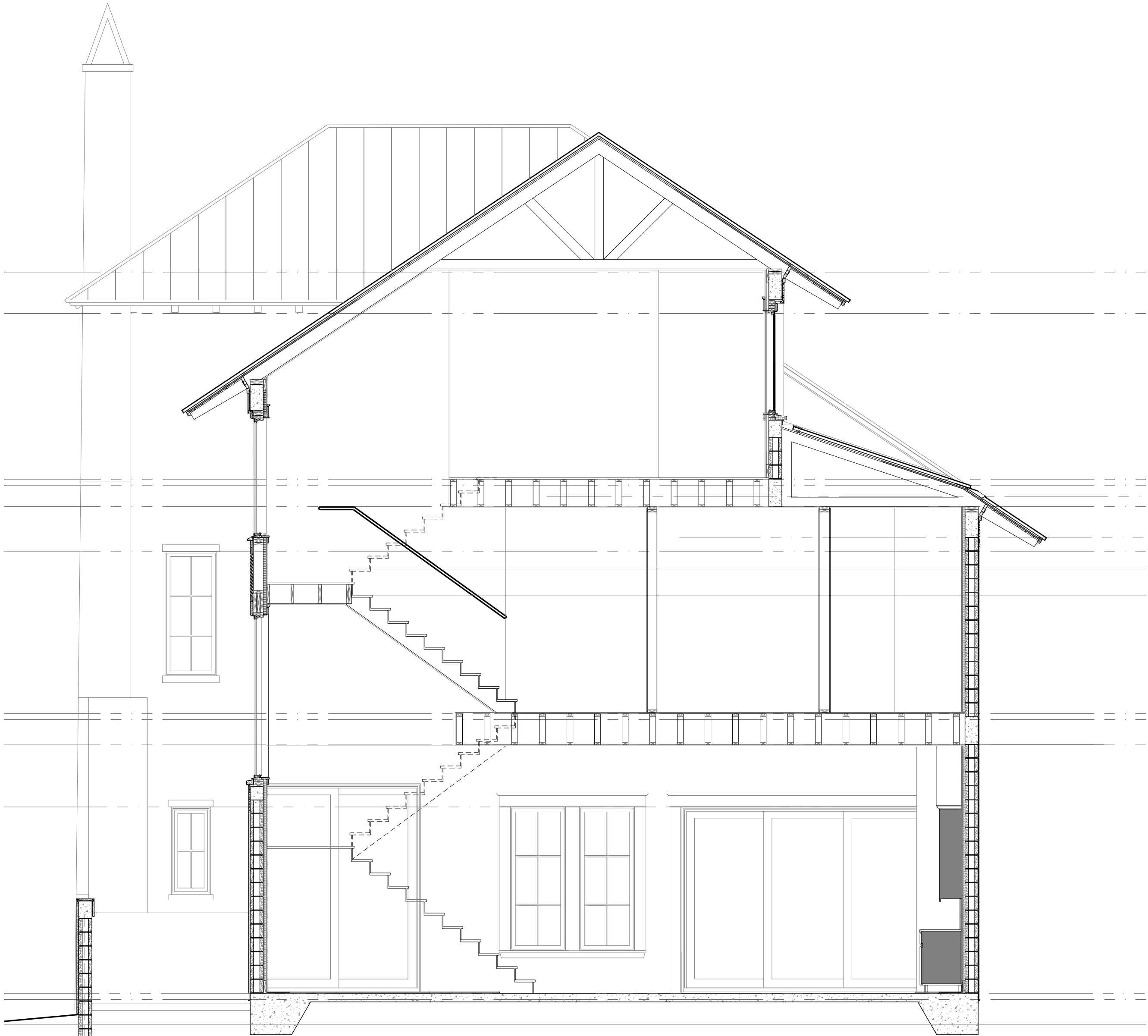
A RESIDENCE FOR
Sтивен Donchey
LOT 4, Destiny Shores
Okaloosa County, FL

Christ & Associates
ARCHITECTS AND PLANNERS, P.A.
1701 EAST COUNTY HIGHWAY 30A, SUITE 201C, SANTA ROSA BEACH, FL 32459
E-Mail: tomchris@christandassociates.com
FLORIDA LIC. NUMBER: AR0016766
TEL: 850-231-0863 FAX: 850-231-2801

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SHEET NO.
A3.1

BUILDING SECTION
1
A3.2 1/4"= 1'-0"



SHEET NO.

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E-mail: info@christandassociates.com FAX: 850-231-2801
TEL: 850-231-0883 FLORIDA LIC. NUMBER: AS001278B

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Okaloosa County, FL

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WINDOW AT 8" CMU W/
BRICKMOLD AND
FIRBERGLASS BAHAMA
SHUTTER

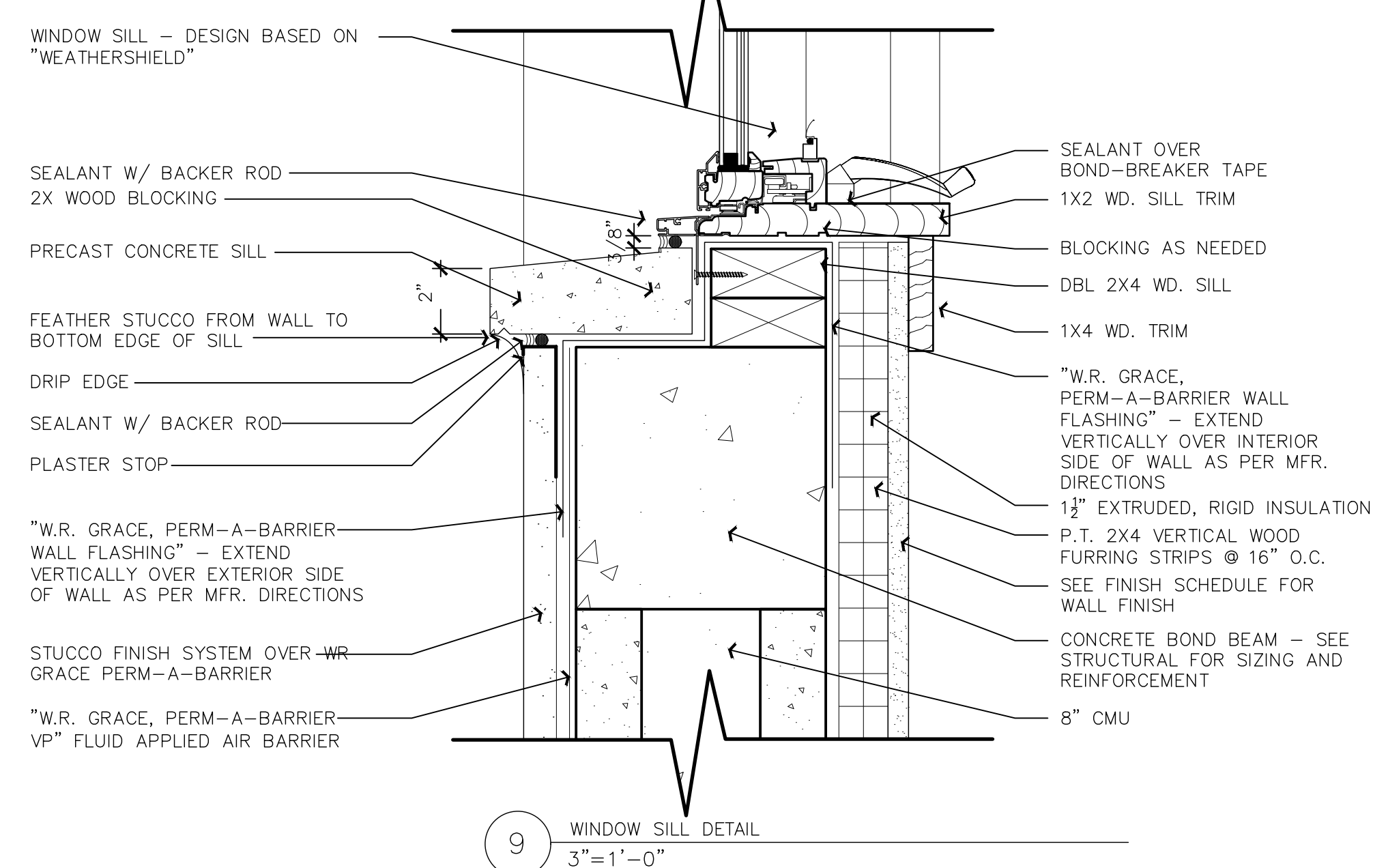
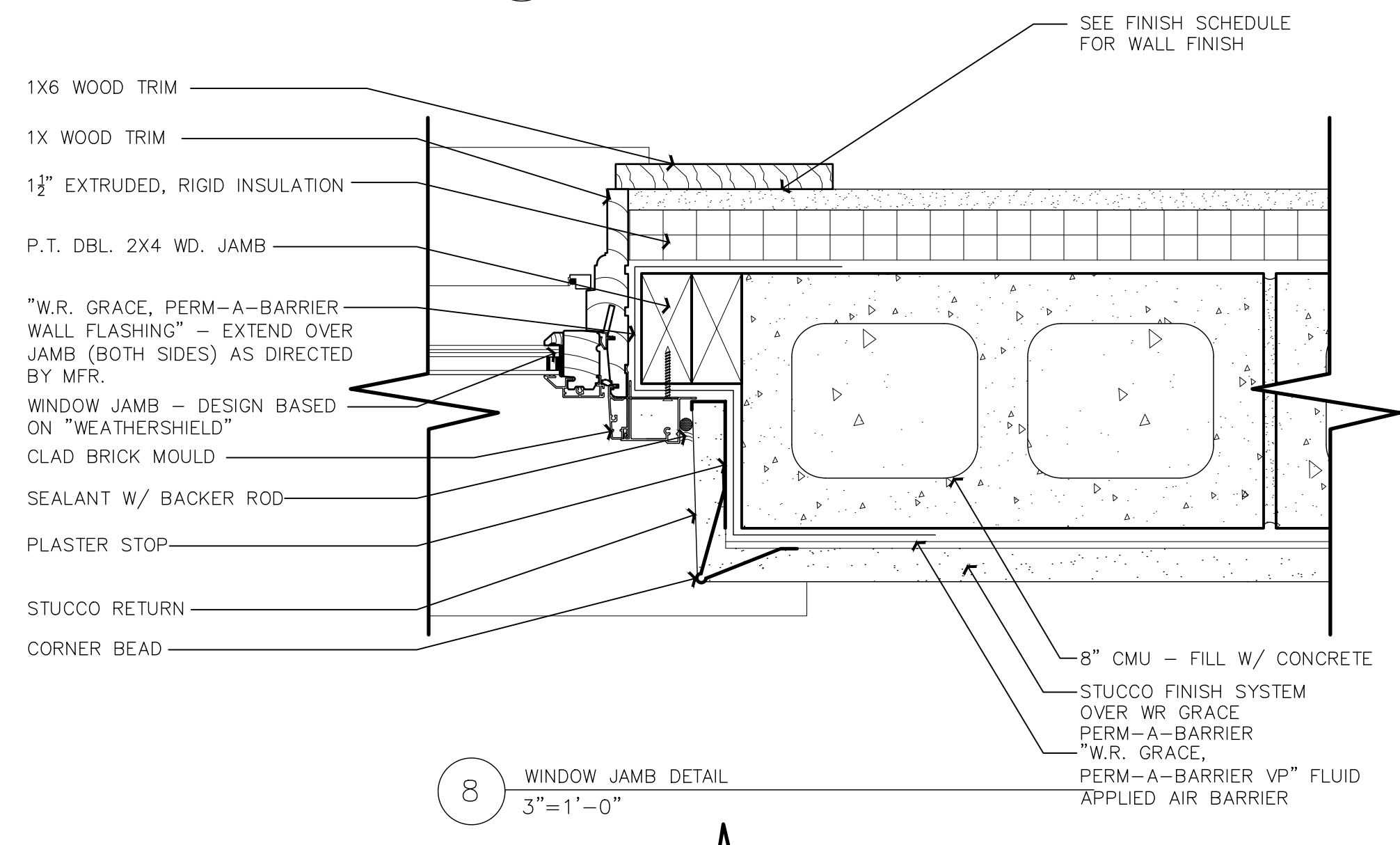
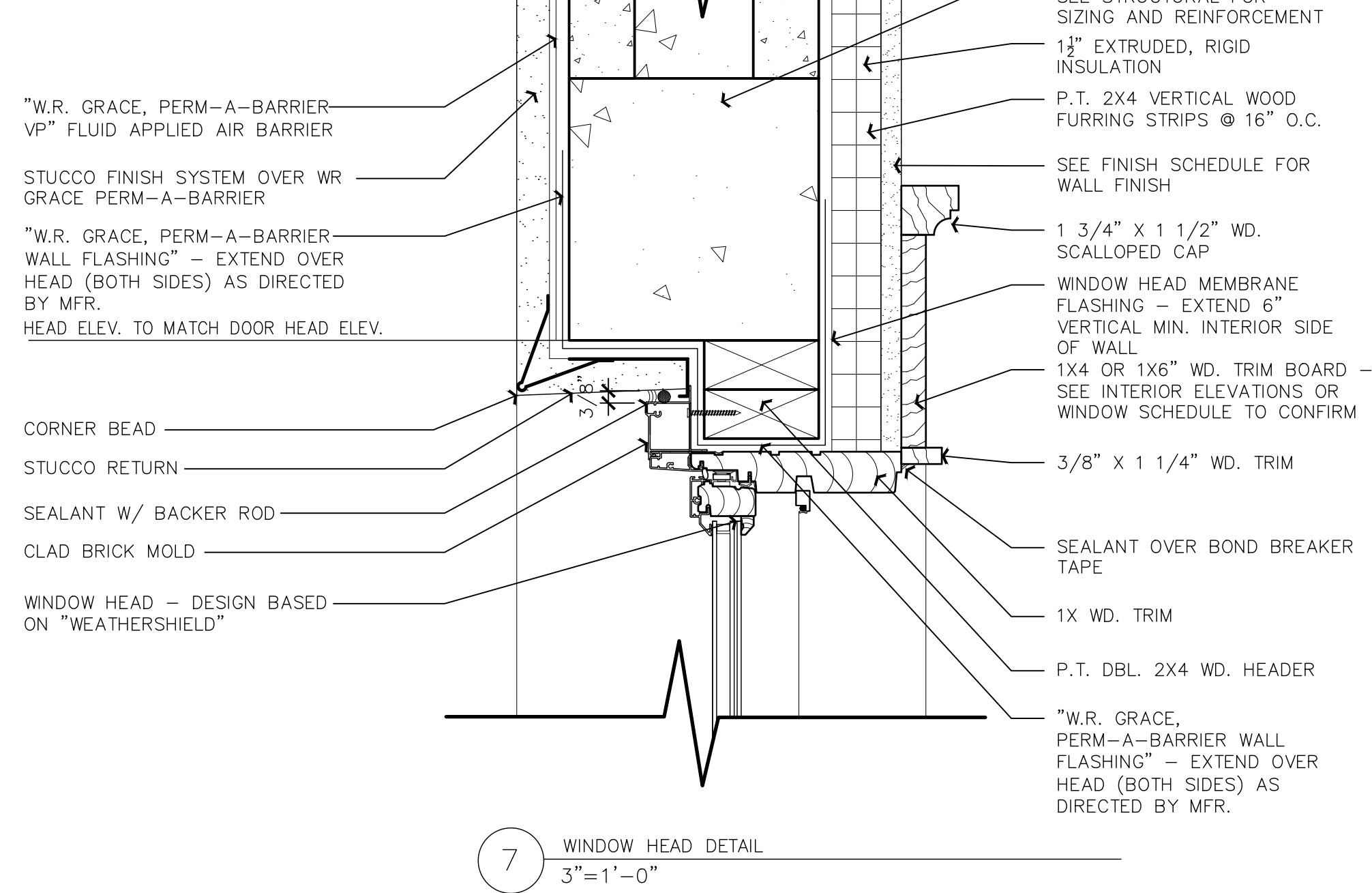
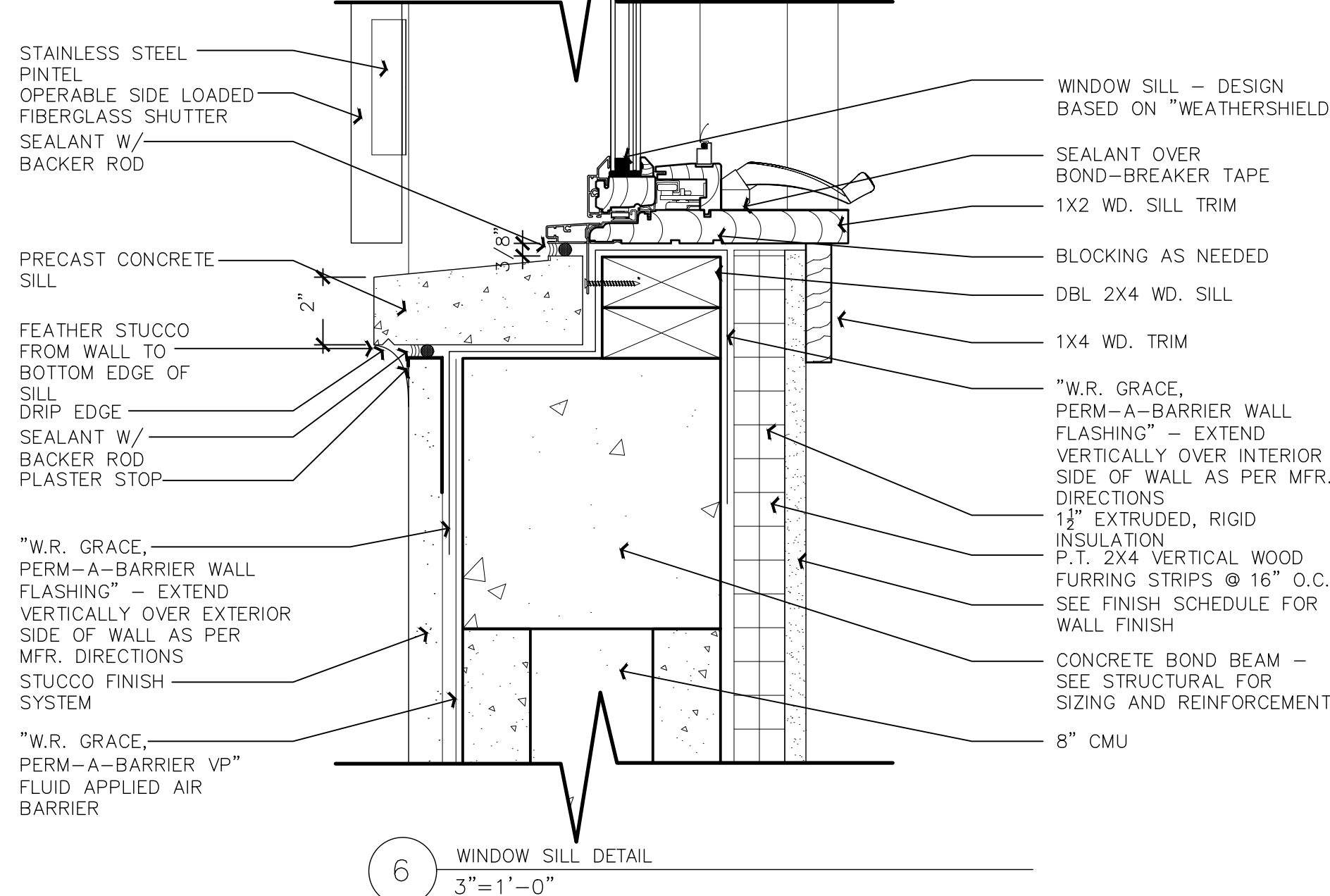
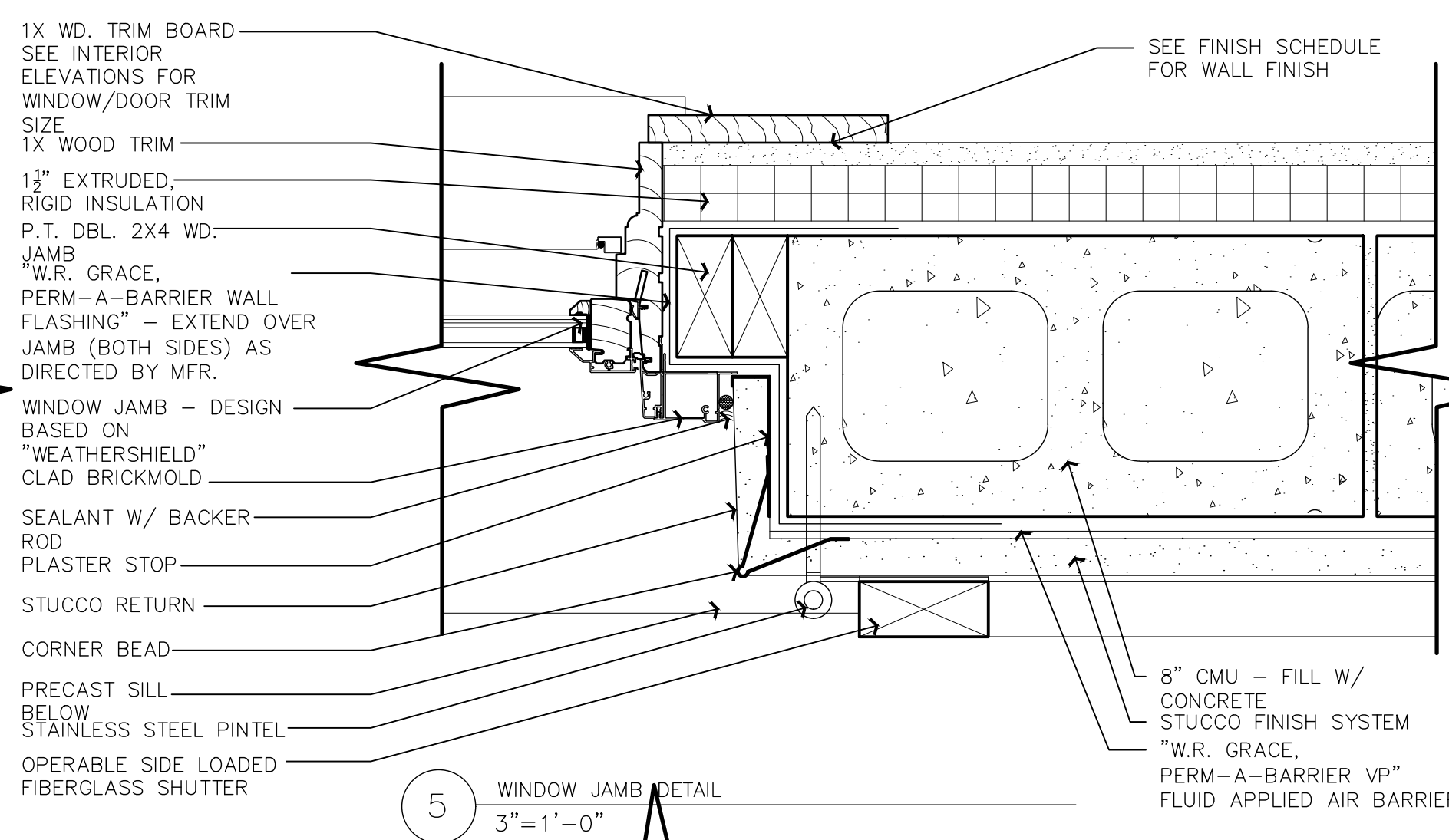
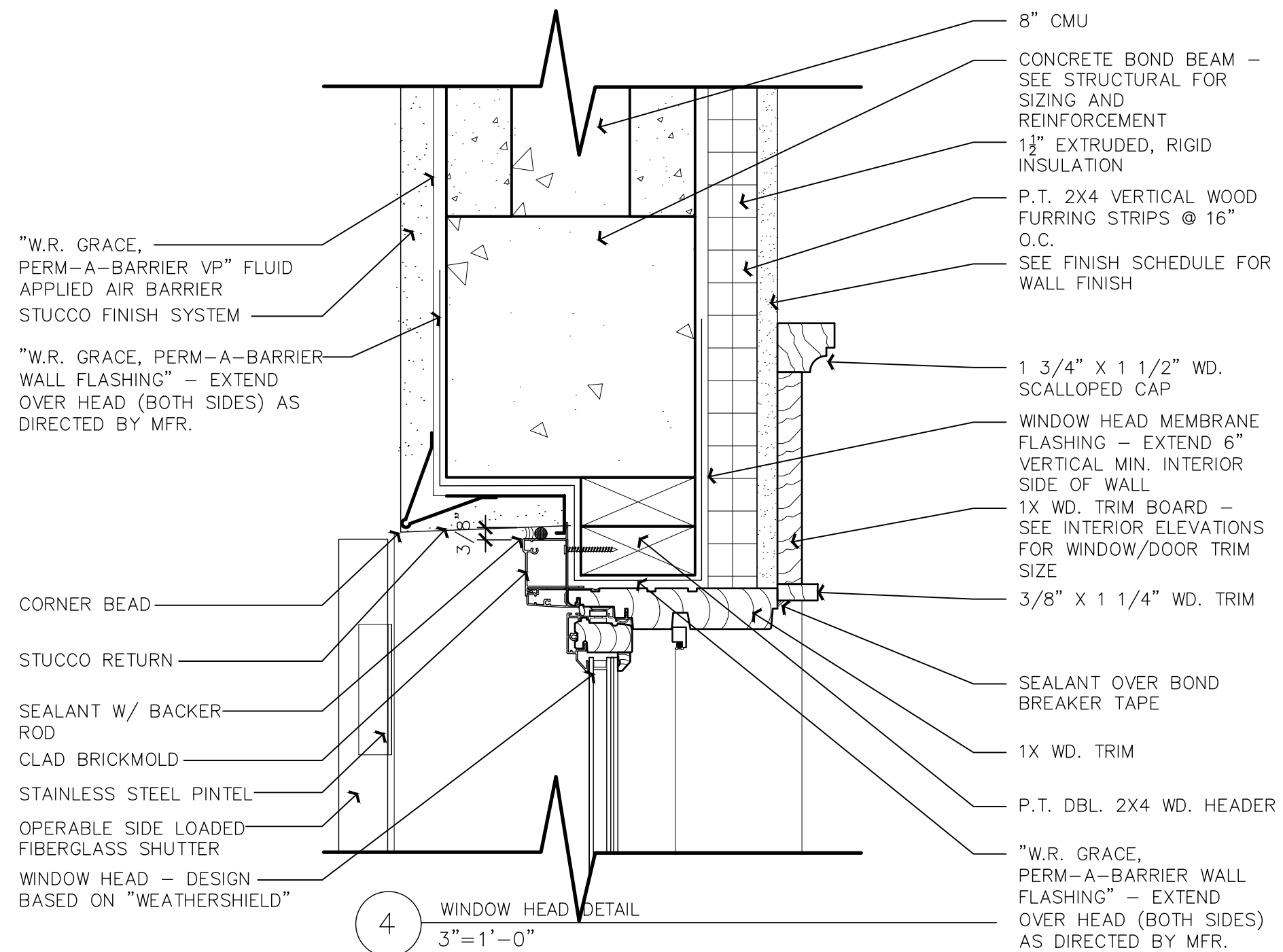
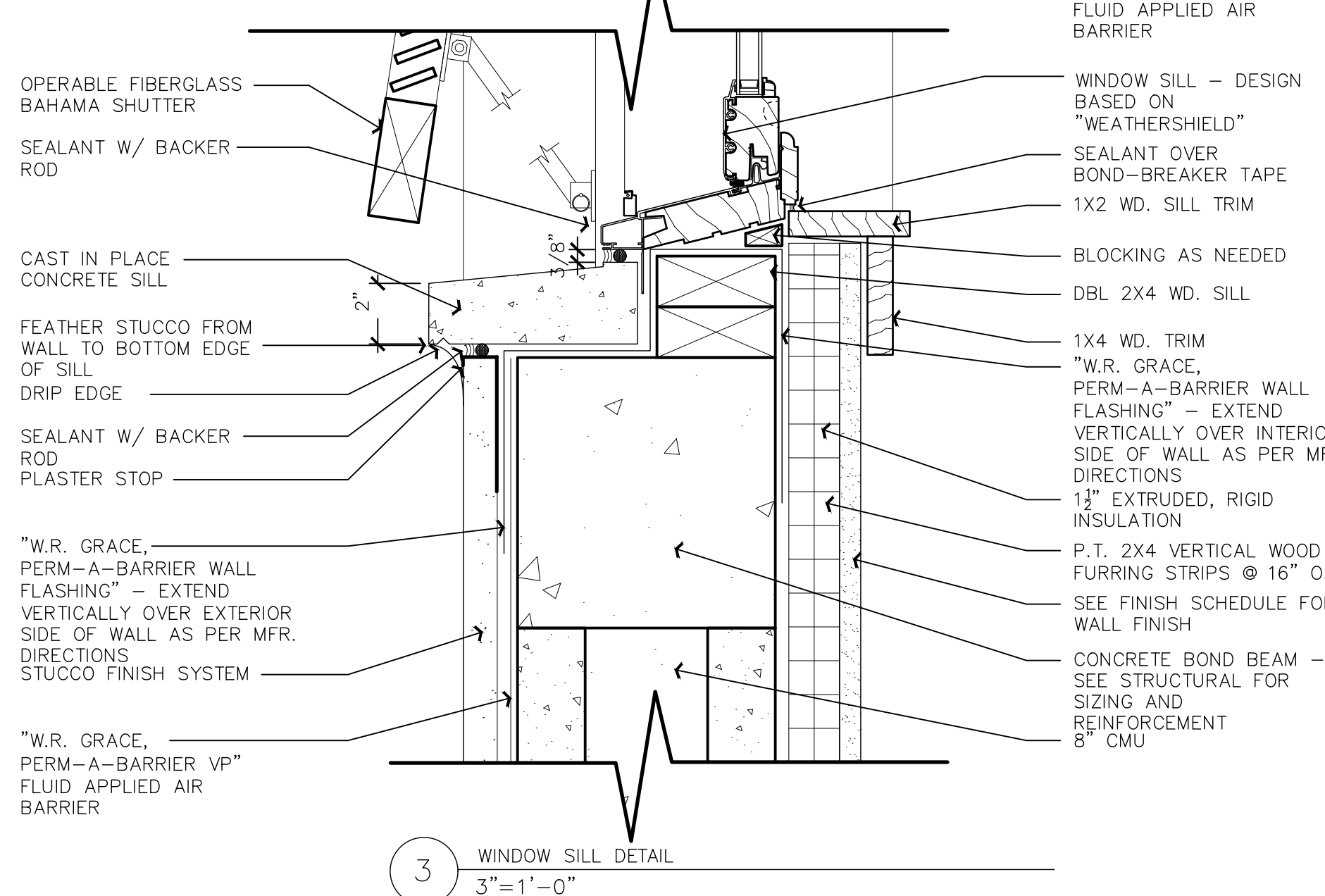
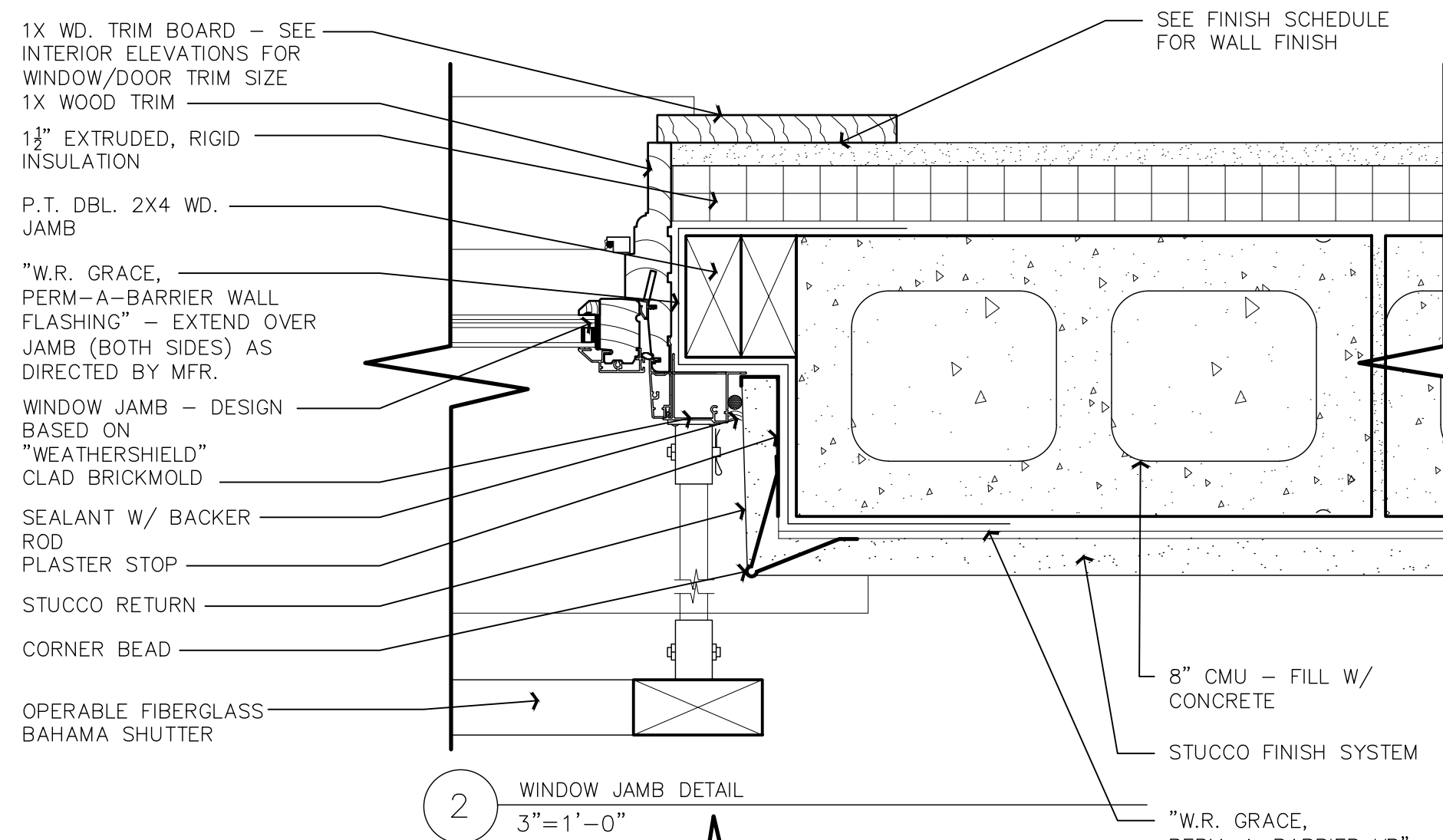
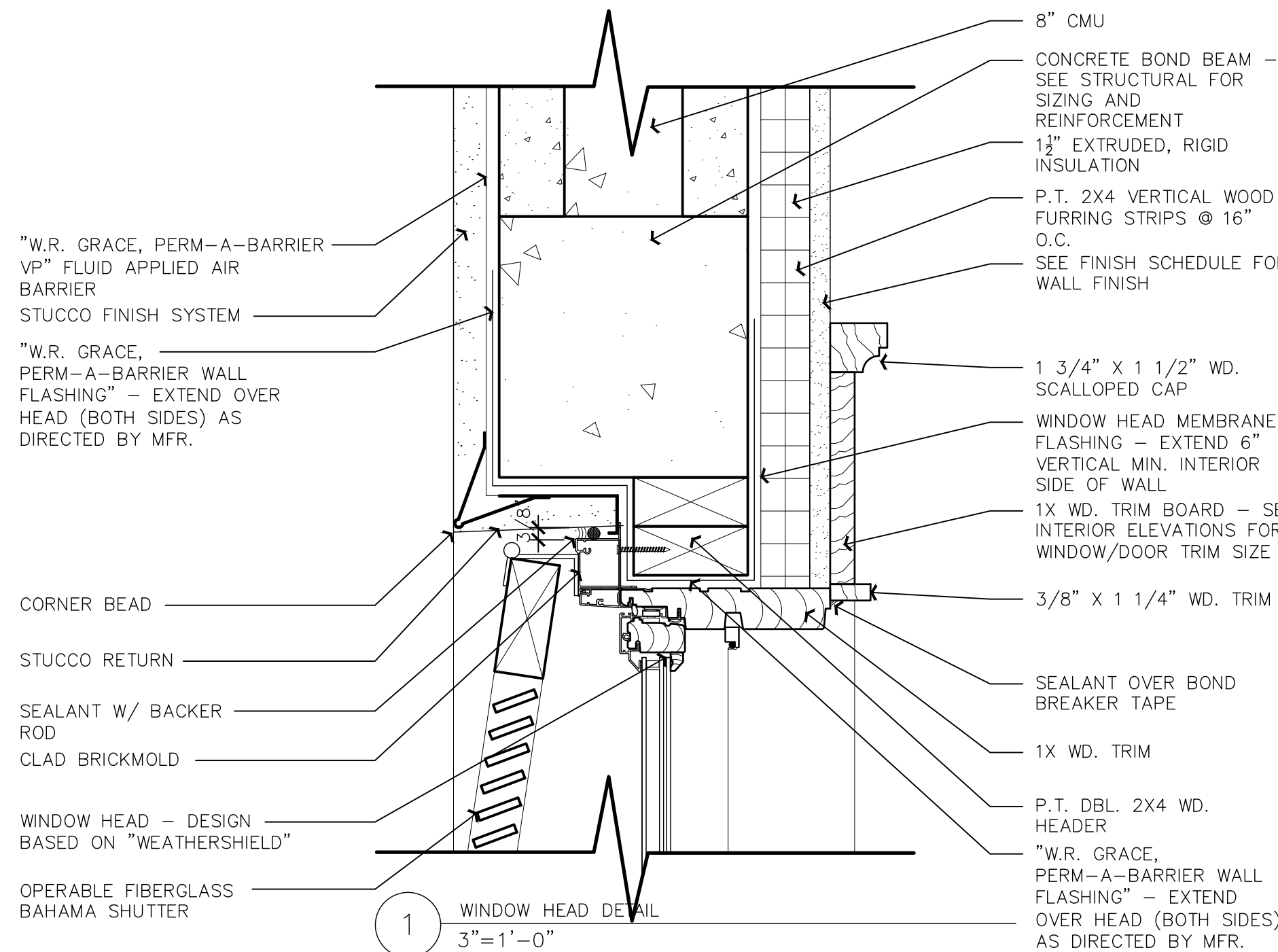
GENERAL NOTE:

1. SEE MANUFACTURER'S SPEC FOR ALL EXTERIOR AND INTERIOR SEALANT TYPES AND MANUFACTURERS.
2. ALL FASTENERS TO BE STAINLESS STEEL - SEE WINDOW / DOOR MFR. OR STRUCTURAL ENGINEER FOR FASTENER SIZES.
3. REFER/DEFER TO INTERIOR ELEVATIONS FOR WINDOW/DOOR TRIM SIZES
4. INTERIOR DOOR HEAD HTS. TO ALIGN WITH THOSE OF EXTERIOR DOORS UNLESS OTHERWISE NOTED

5. ALL EXTERIOR WOODWORKING TO BE PRESSURE TREATED (P.T.) UNLESS OTHERWISE NOTED
6. EVERY NOTE THAT USES THE TERM "CAULK" FOR AN EXTERIOR APPLICATION SHOULD BE REPLACED WITH THE TERM "SEALANT"
7. WINDOW HEAD HEIGHTS TO ALIGN W/ EXTERIOR DOOR HEAD HEIGHTS UNLESS OTHERWISE NOTED
8. DETAILS ARE EXPLODED FOR CLARITY
9. VERIFY ALL INTERIOR TRIM W/ SCHEDULES & INTERIORS

WINDOW AT 8" CMU W/
BRICKMOLD AND
FIRBERGLASS SIDE LOADED
SHUTTERS

WINDOW AT 8" CMU W/ BRICKMOLD AND
WITHOUT SHUTTER



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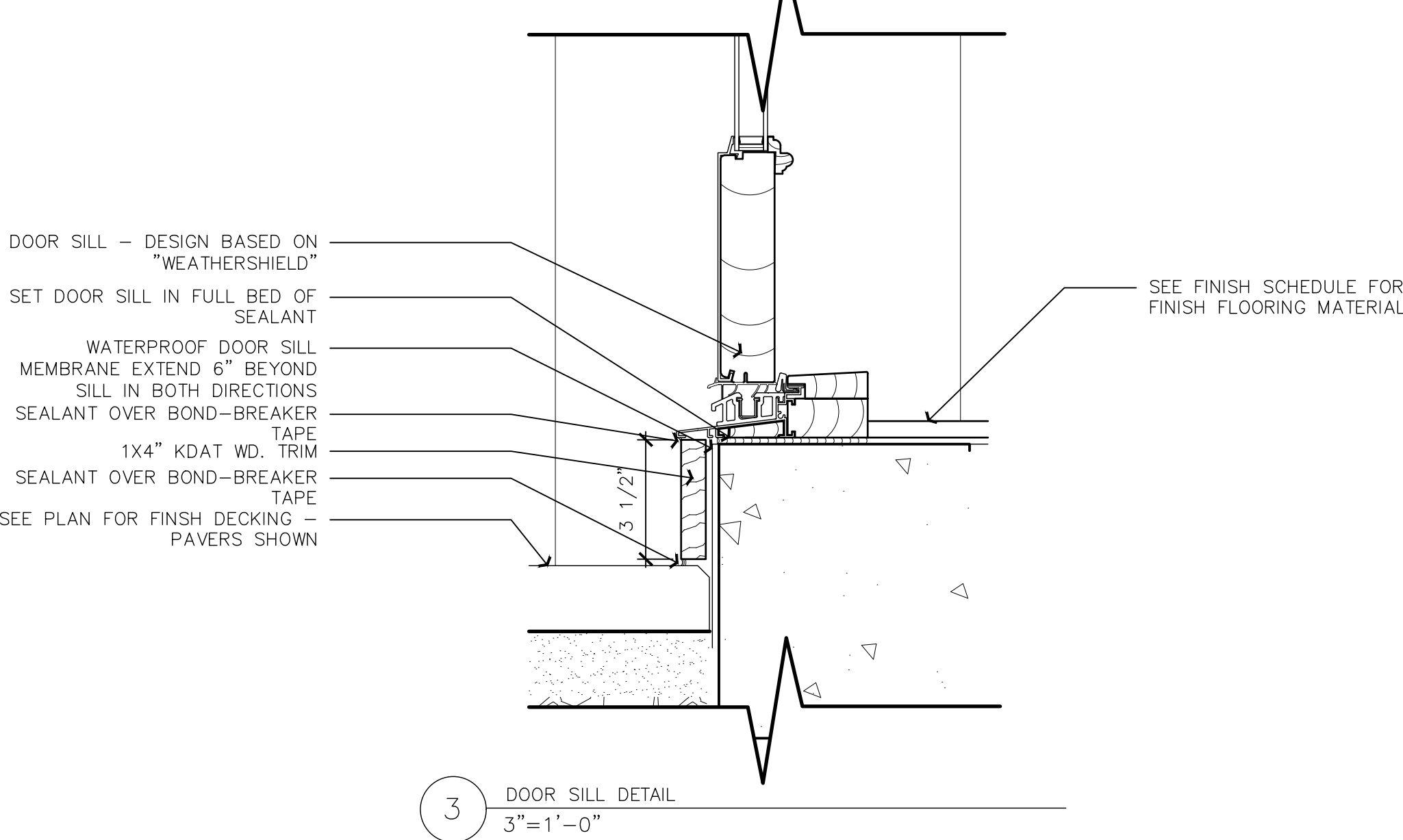
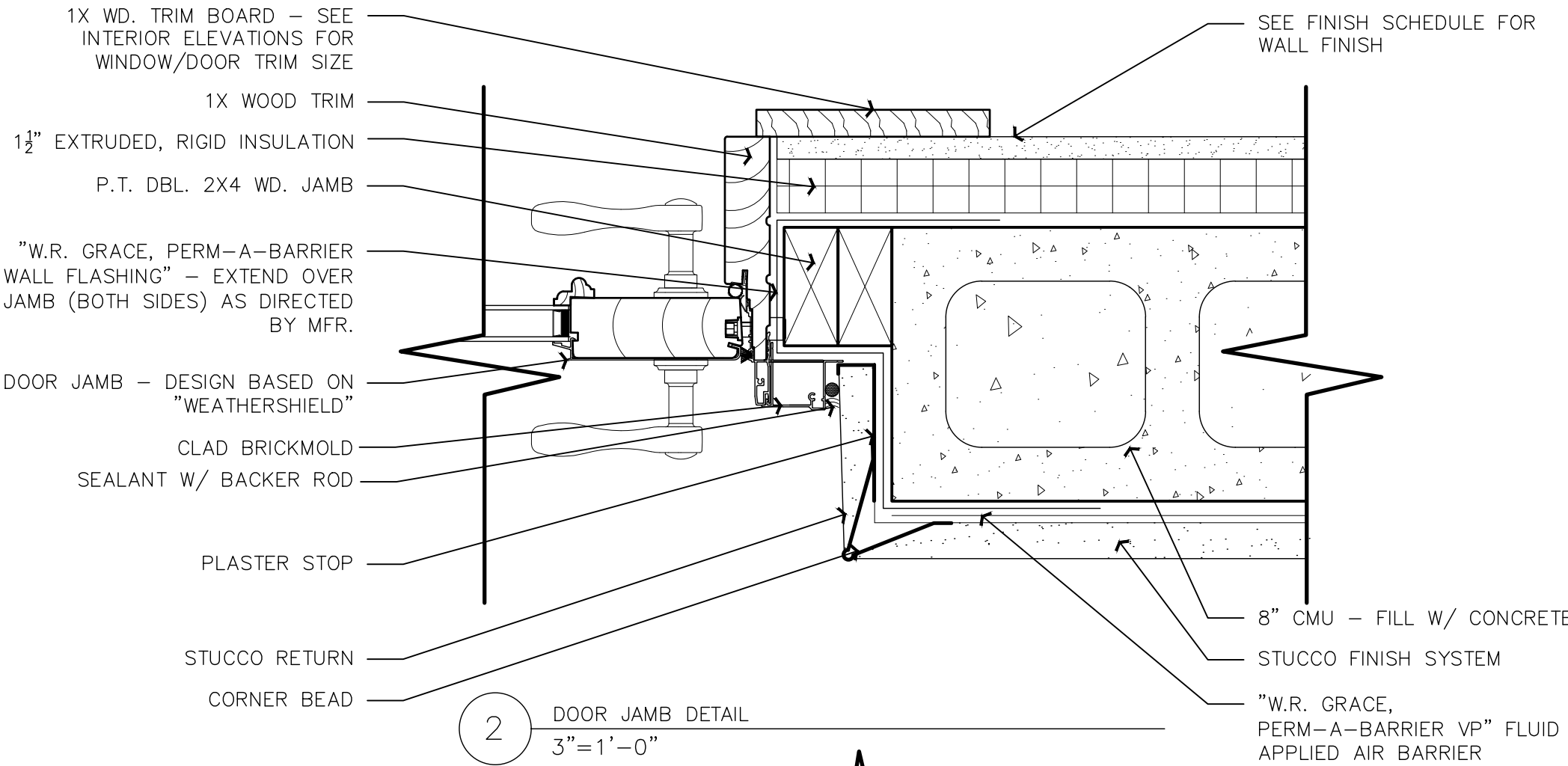
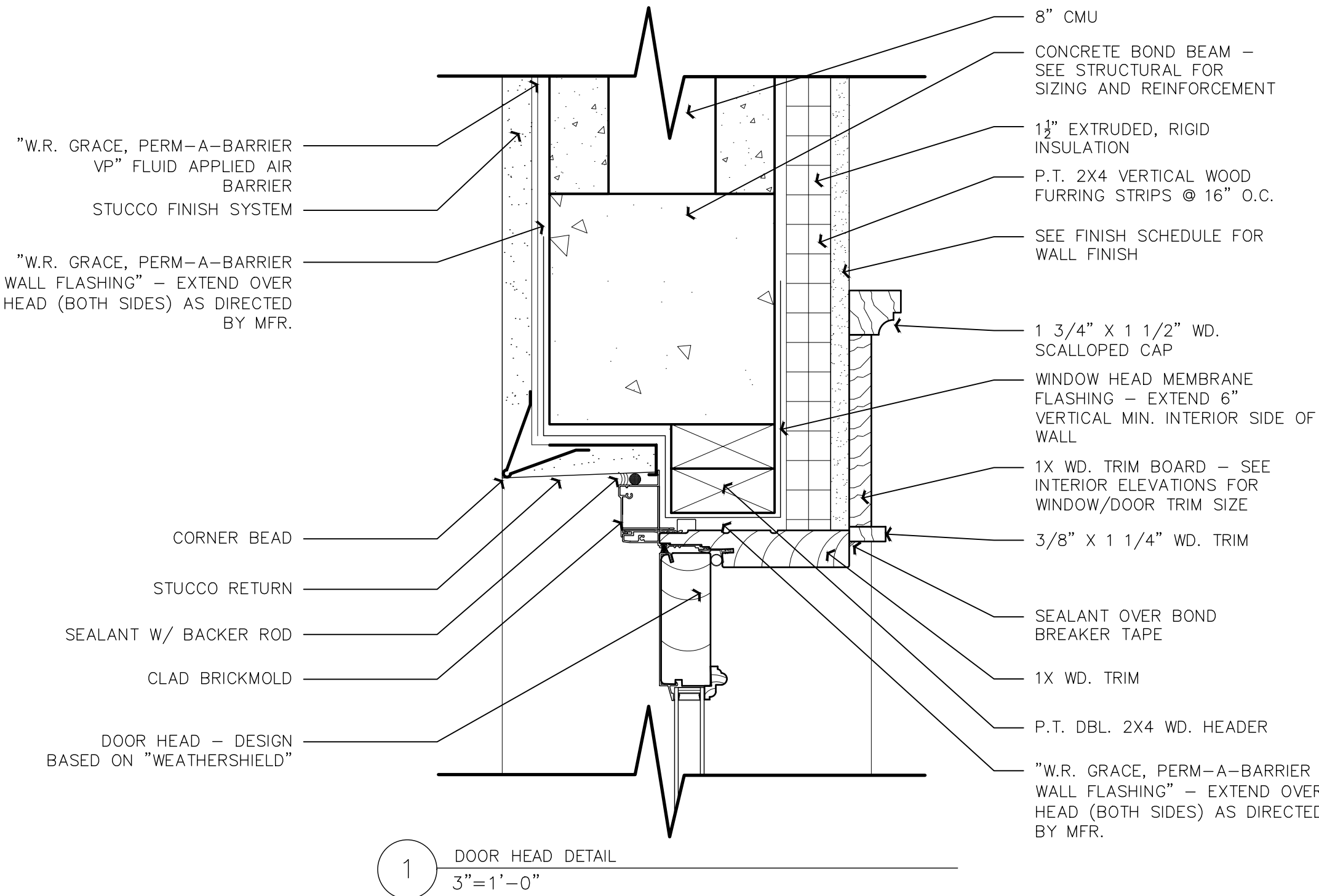
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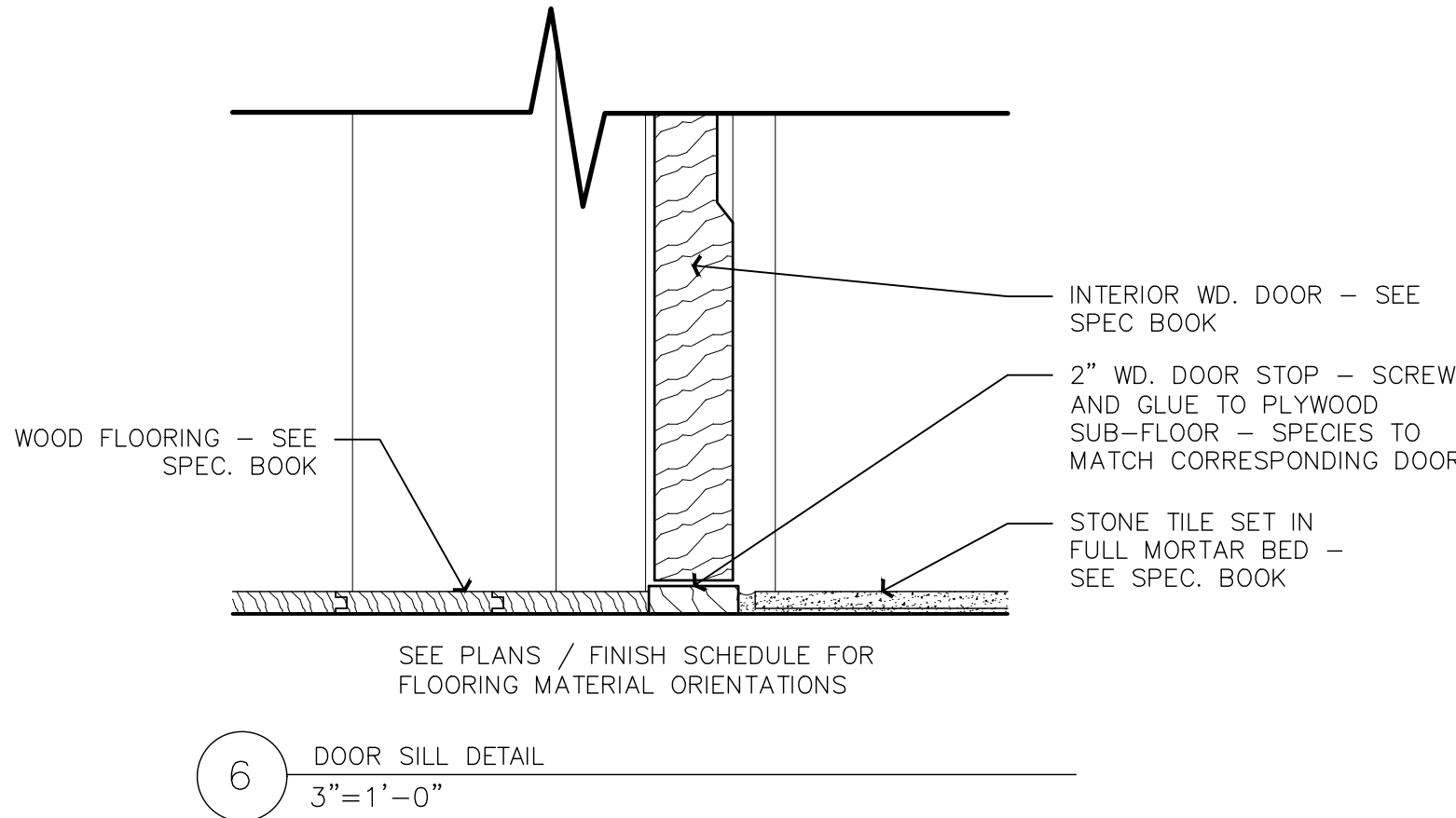
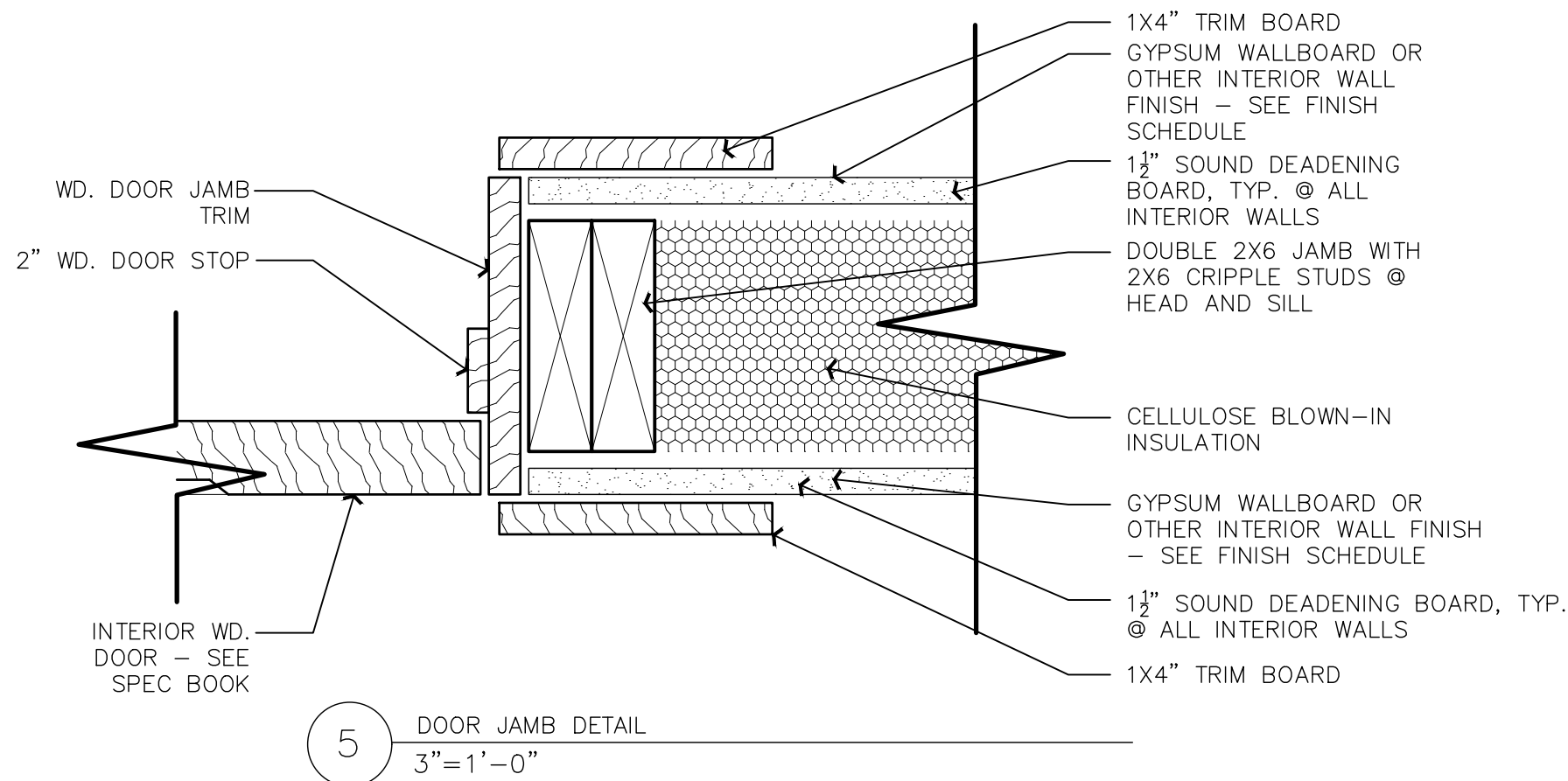
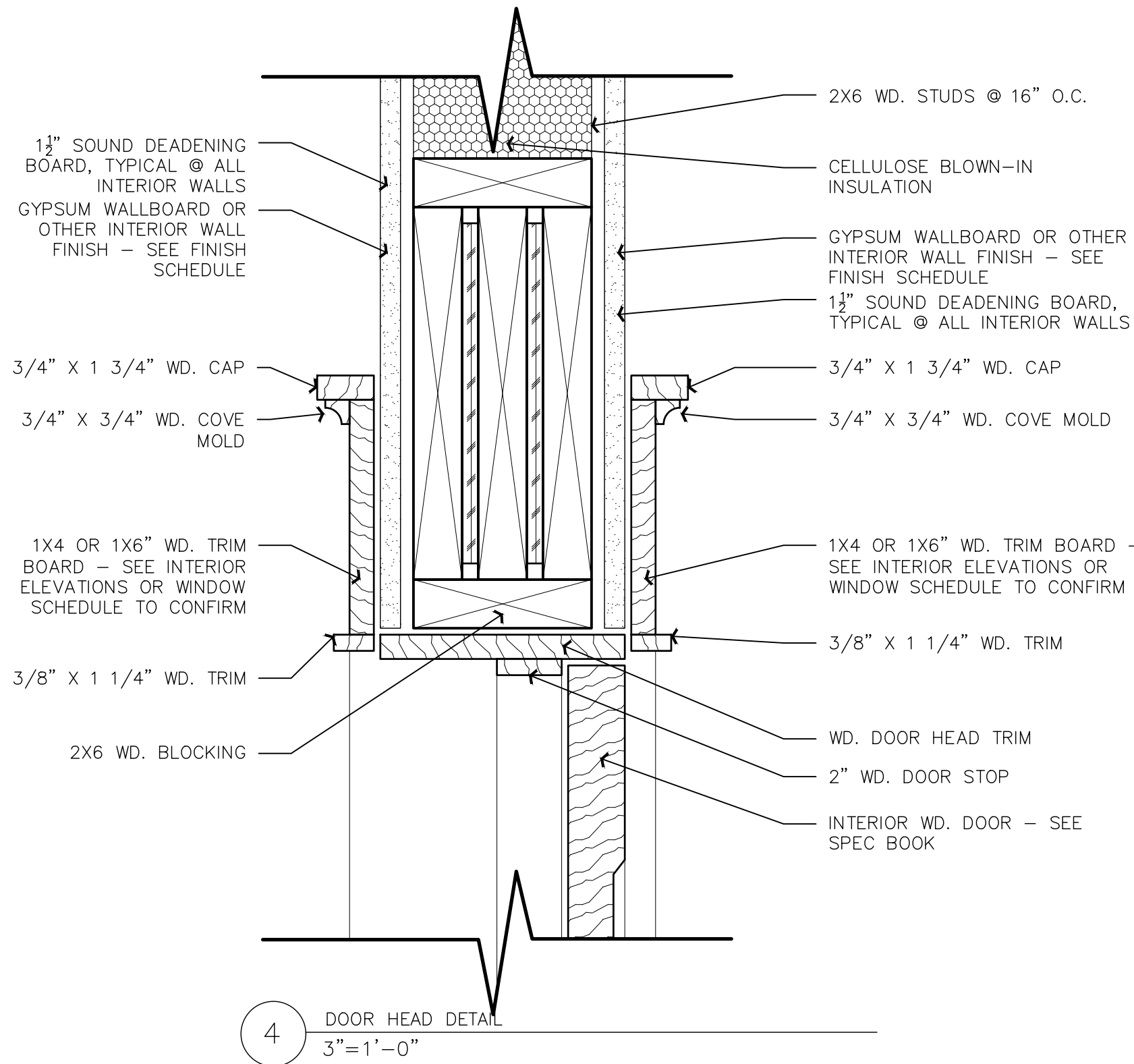
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EXTERIOR DOOR AT 8" CMU WALL
W/ CLAD BRICKMOLD



INTERIOR DOOR



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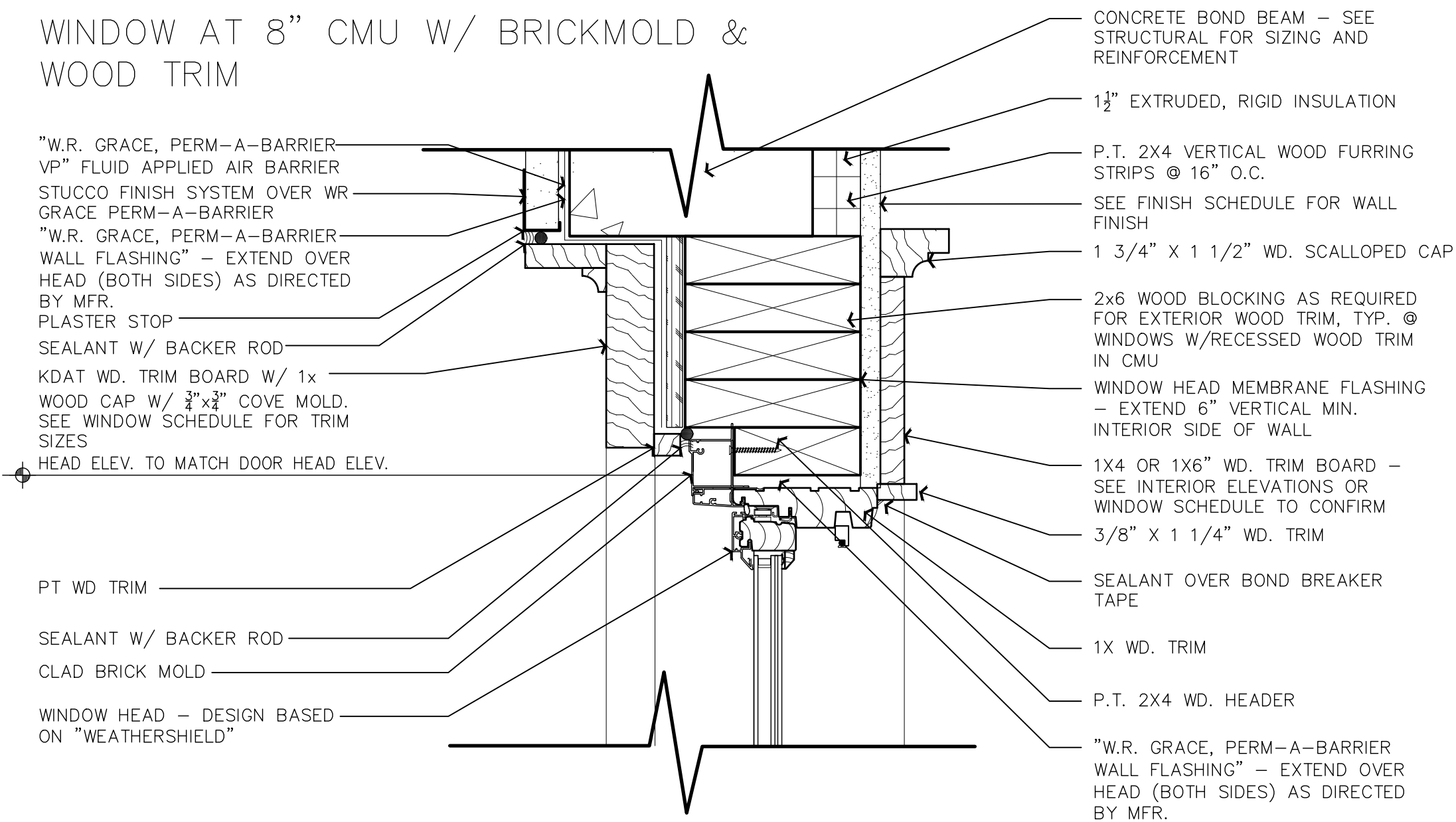
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DESIGNED BY: TC _____
DRAWN BY: RB _____
CHECKED BY: RB _____
PROJECT NUMBER: 2005 _____

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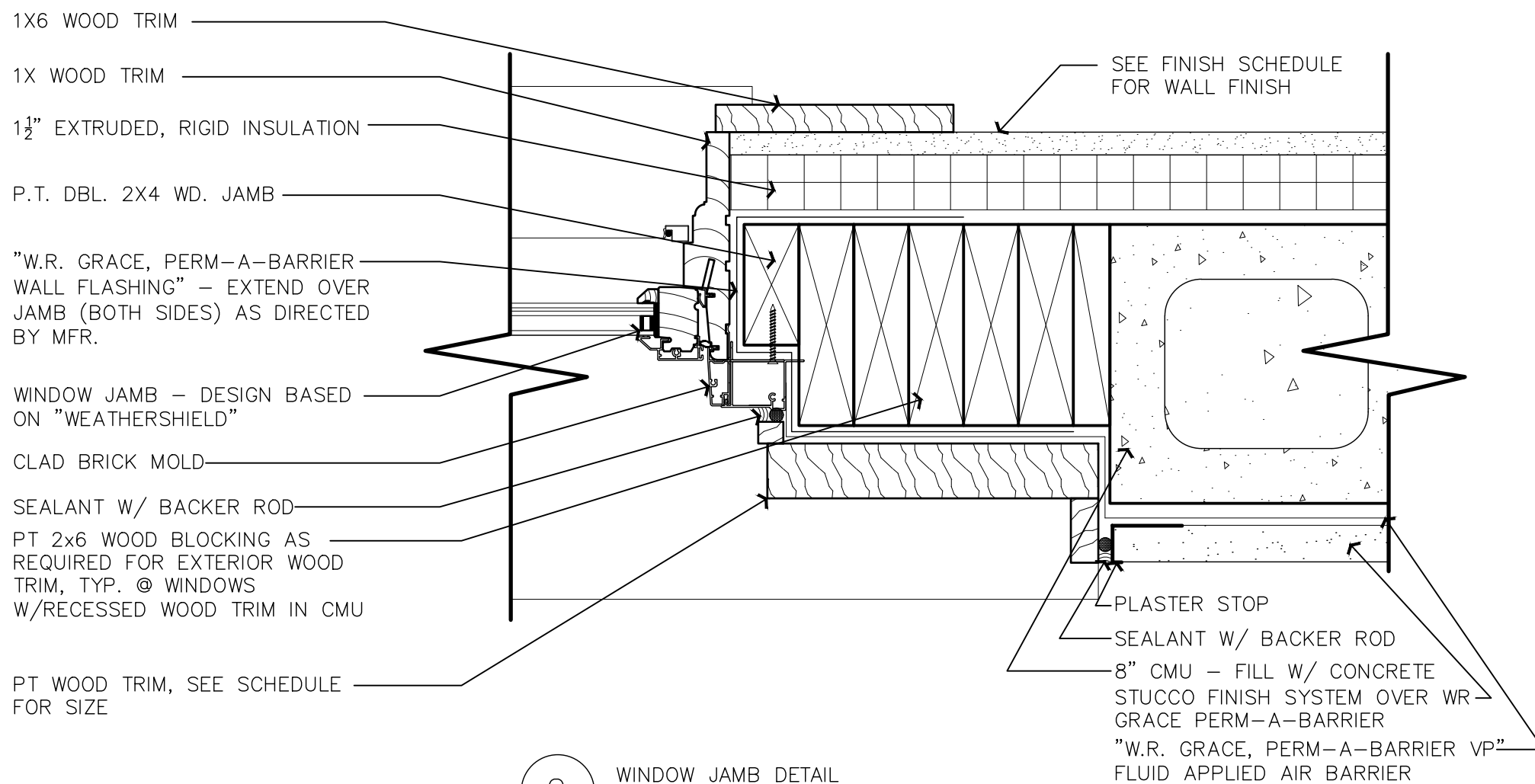
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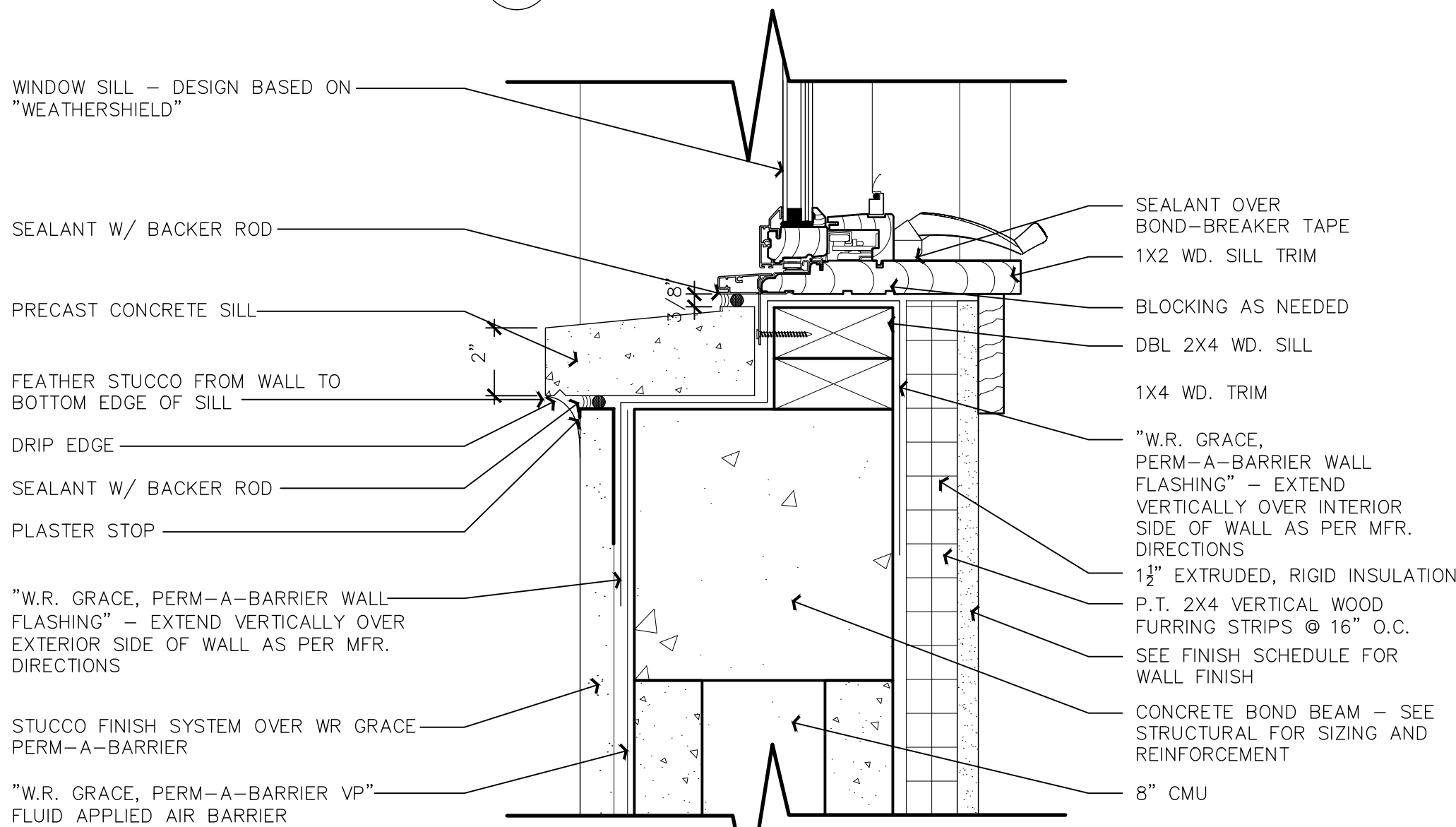
WINDOW AT 8" CMU W/ BRICKMOLD & WOOD TRIM



1 WINDOW HEAD DETAIL
3"=1'-0"

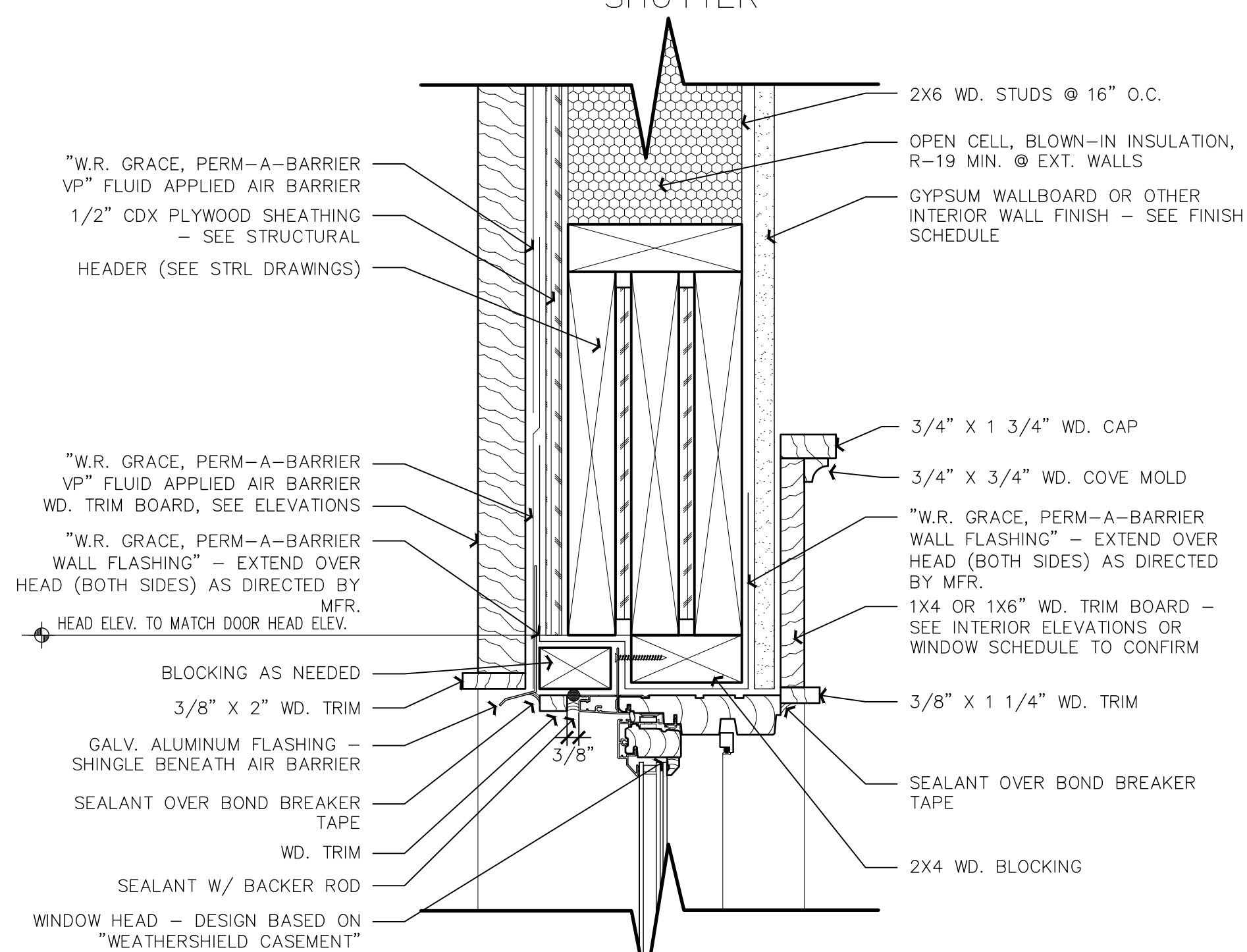


2 WINDOW JAMB DETAIL
3"=1'-0"

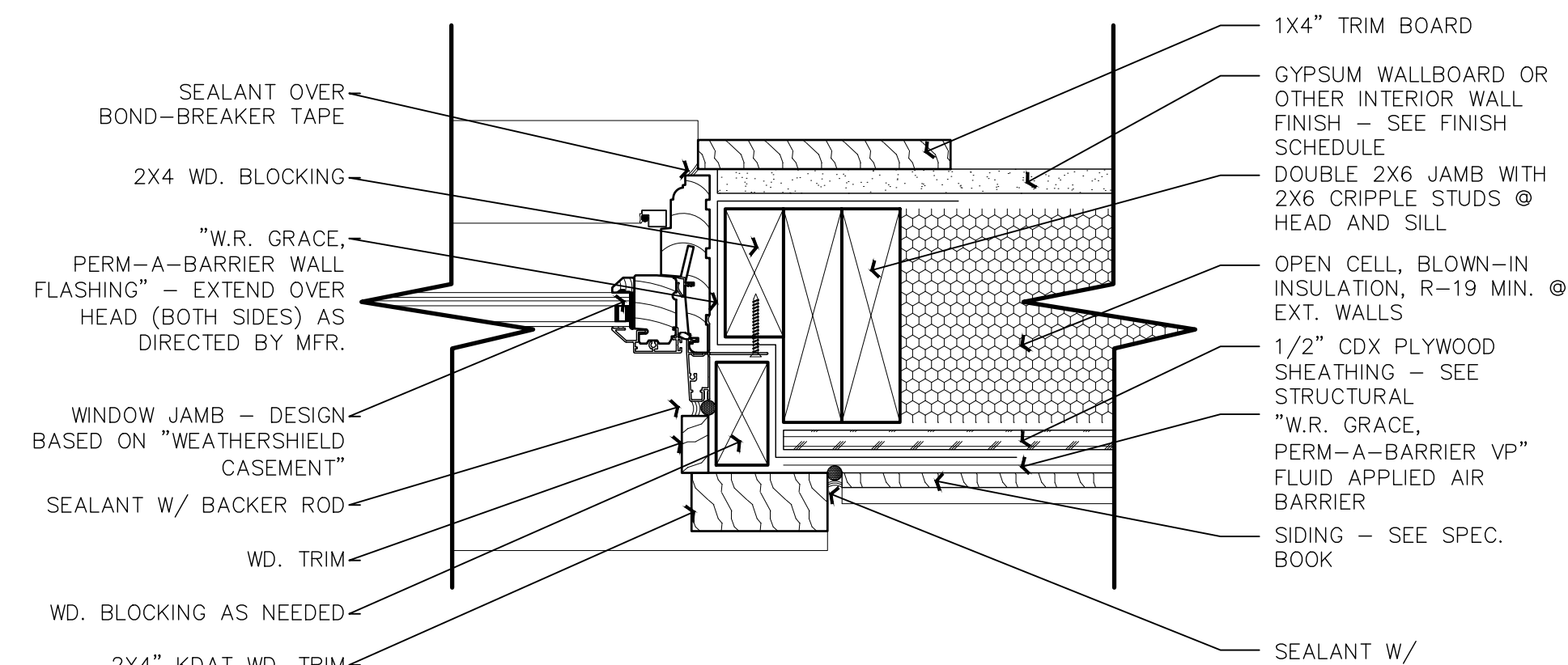


3 WINDOW SILL DETAIL
3"=1'-0"

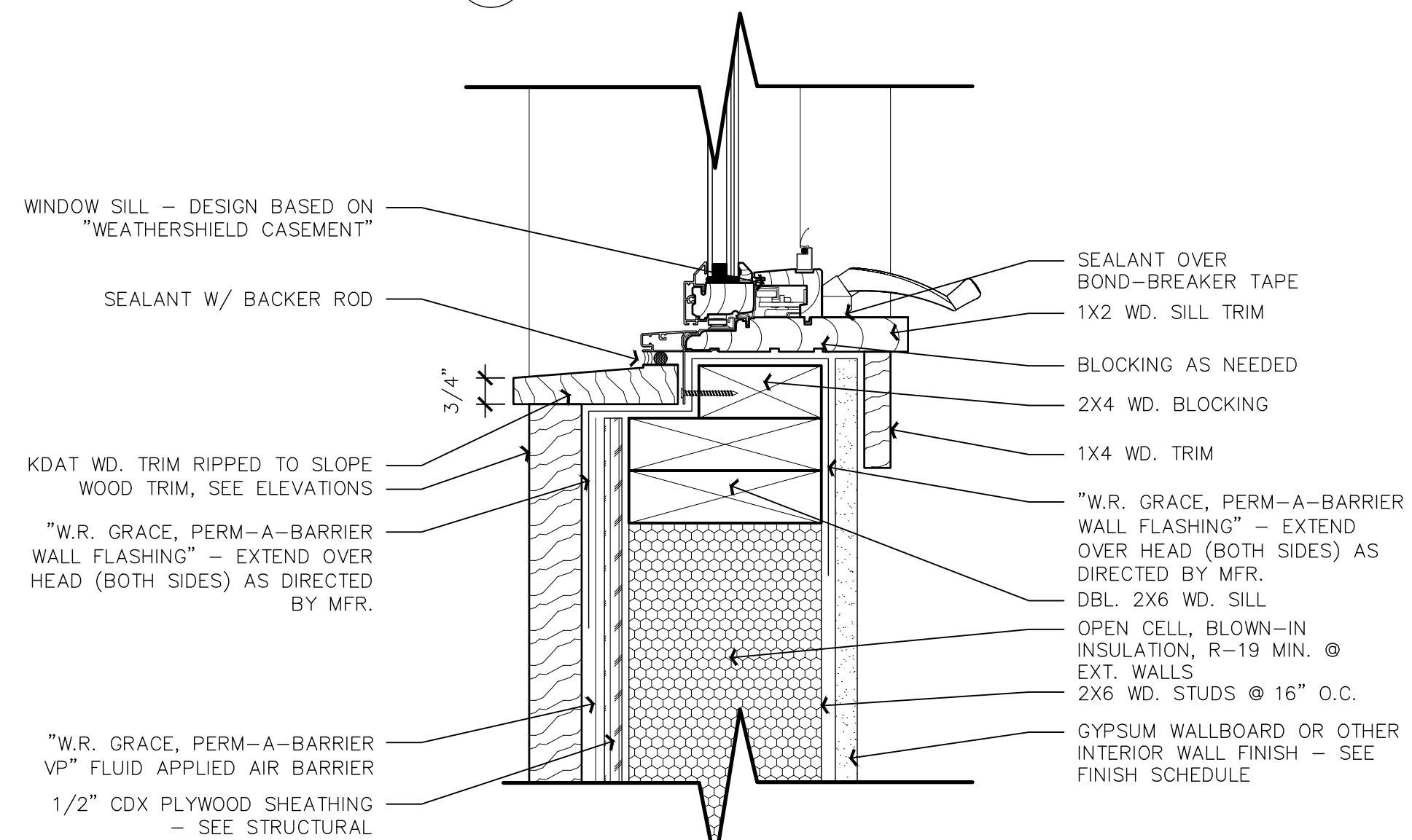
WINDOW @ 6" STUD WALL WITHOUT SHUTTER



4 WINDOW HEAD DETAIL
3"=1'-0"



5 WINDOW JAMB DETAIL
3"=1'-0"



6 WINDOW SILL DETAIL
3"=1'-0"

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TEL: 850-231-0883

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A5.3

Lighting Fixture Schedule:								
FIXTURE LABEL	FIXTURE TYPE	MANUFACTURER & CATALOG NUMBER	FIXTURE QUANTITY	LAMP TYPE, COLOR, & WATTAGE	MOUNTING TYPE & HEIGHT	LOCATION OF FIXTURE	STRUCTURE LEVEL	FIXTURE HAS BEEN INSTALLED?
A	WALL MOUNTED SCNCE	LEGENDARY LIGHTING VULCAN 2	7	GAS FLAME	8'-0" A.F.F.	B, L, S	GROUND, SECOND, THIRD	NO
B	PATH LIGHT	BEACHSIDE LIGHTING R5-12V-12-5W-A	10	5W AMBER	ON PATHWAYS	B, L, S	GROUND	NO
C	POOL WALL / STEP LIGHT	BEACHSIDE LIGHTING E9-RL	8	5W AMBER	MOUNTED IN POOL WALL	B, L, S	GROUND	NO
D	CEILING LIGHT	BEACHSIDE LIGHTING L-016	9	AMBER LED	CEILING	B,L	GROUND	NO

UPDATE

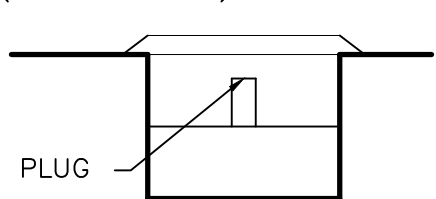
Description of Structure

PROPOSED STRUCTURE, LOT 64, THE RETREAT: THIS STRUCTURE CONSISTS OF THREE LEVELS ALL IN ONE MAIN BUILDING. THE FIRST LEVEL CONTAINS A FULLY ENCLOSED PARKING STRUCTURE. THERE IS ONE PROPOSED TV'S AND ONE PROPOSED FIRE PLACE ON THE BEACH SIDE OF THE HOME. THERE ARE NO PROPOSED FIRE PITS OR TIKI TORCHES ON THE BEACH SIDE OF THE HOME. ALL PROPOSED LIGHTING ON THE BEACH SIDE OF THE HOME IS TO COMPLY WITH THE POLICIES SET FORTH BY THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION.

UPDATE

Installation Details:

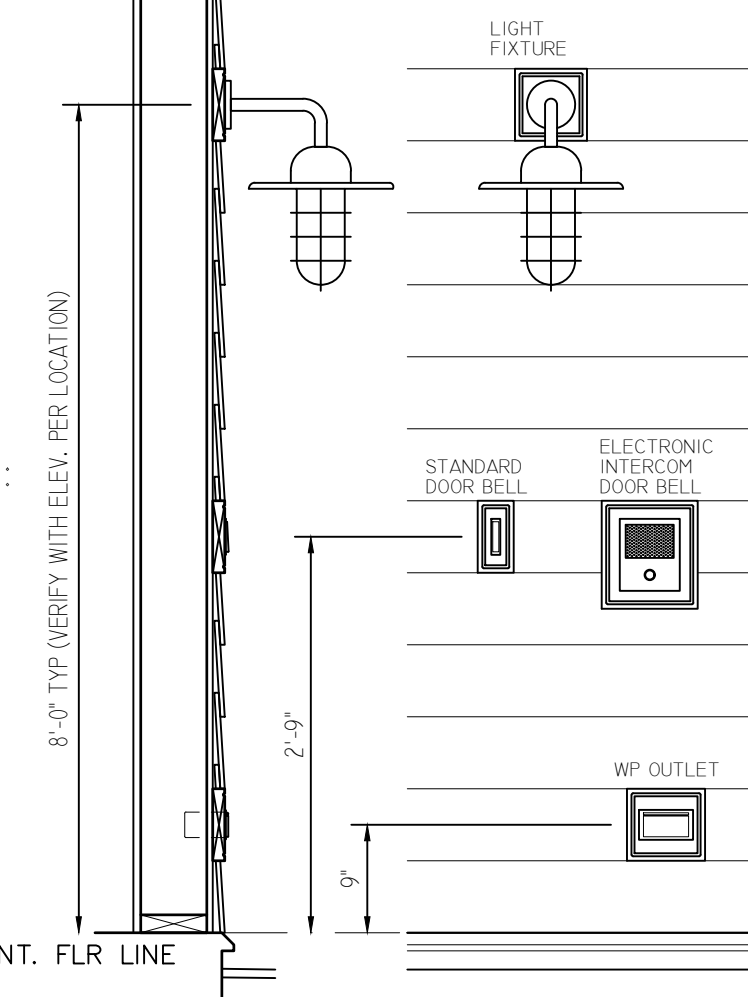
RECESS FLOOR OUTLET SO THAT TOP OF OUTLET IS FLUSH W/ TOP OF FLOOR (TYP.) (COPPER FINISH)



Floor Outlet Detail

Ext. Mounting Notes:

- BLOCKING WIDTH: -MAINTAIN 1" TO 1 1/2" ON EACH SIDE OF FIXTURE
- BLOCKING HEIGHT: -FOR SMALLER FIXTURES MATCH SIDING "EXPOSURE" HEIGHT WITH FIXTURE CENTERED -FOR LARGER FIXTURES, MAINTAIN 1" TO 1 1/2" ON TOP & BOTTOM OF FIXTURE
- ALIGN TOP OF BLOCKING WITH UNDERSIDE OF SIDING ROW ABOVE



Exterior Mounting Details

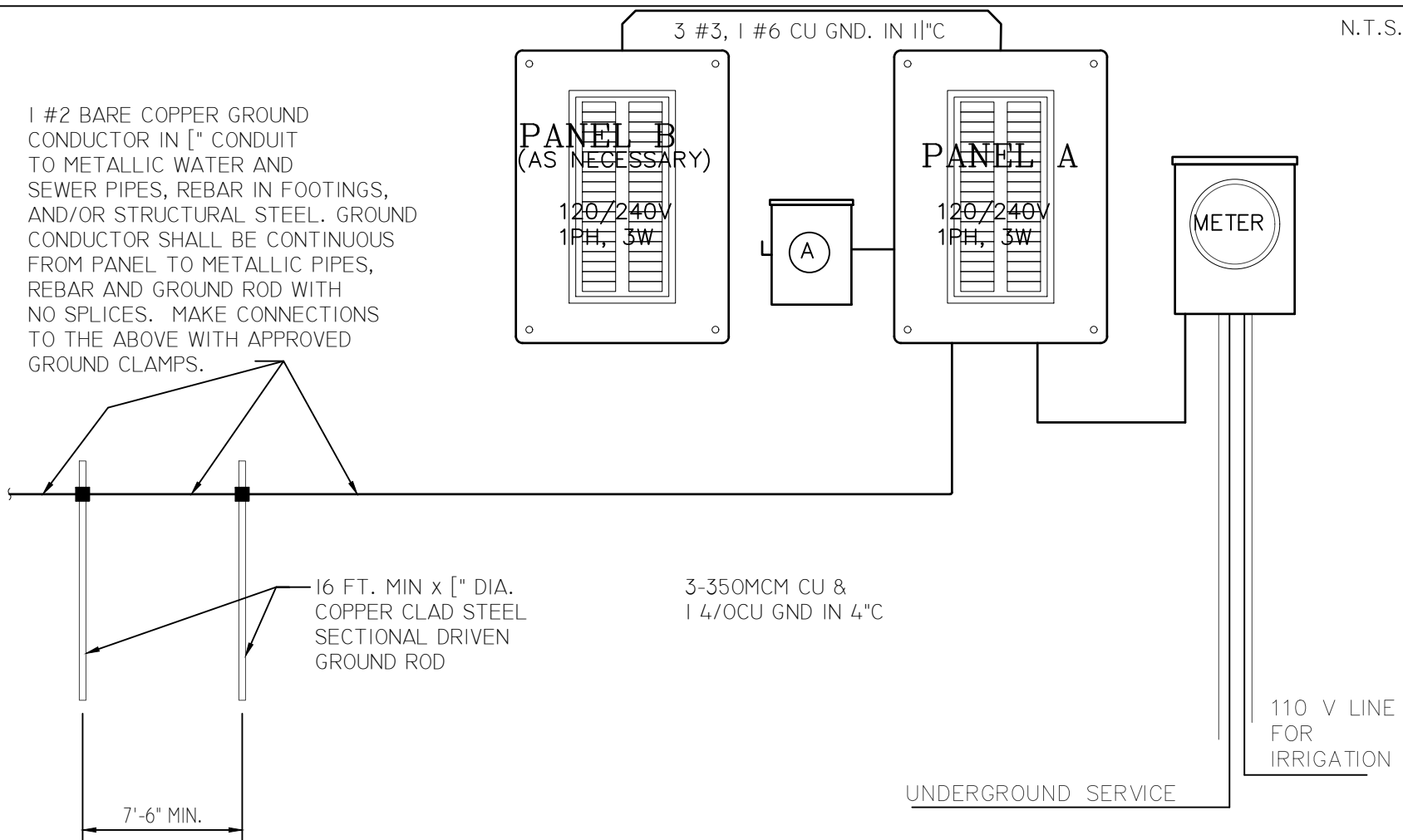
General Electrical Notes:

- VERIFY LOCATION OF ALL FLOOR OUTLET LOCATIONS WITH ARCHITECT PRIOR TO INSTALLATION. FLOOR OUTLETS SHOULD BE MTD. SO THAT TOP OF OUTLETS WILL BE FLUSH WITH TOP OF FINISHED FLOOR.
- PROVIDE FOR IN HOUSE STEREO SYSTEM AND SECURITY SYSTEM. OTHER SPECIALIZED WIRING SHOULD BE VERIFIED WITH ARCHITECT PRIOR TO INSTALLATION.
- VERIFY LOCATION OF ALL SWITCHED OUTLETS WITH OWNER/ARCHITECT PRIOR TO INSTALLATION.
- PROVIDE HOME RUN WIRING FOR OUTLETS NEXT TO BATHROOM VANITIES.
- EVERY EFFORT SHOULD BE MADE TO AVOID POWER DISRUPTION/LIGHT FLICKER THAT CAN OCCUR WHEN A/C UNIT IS SWITCHED ON.
- PROVIDE ROCKER SWITCHES AND OUTLETS WITH PLASTIC COVER PLATES
- ALL RECEPTACLES, ROCKER SWITCHES AND PLASTIC COVER PLATES SHALL BE SELECTED BY THE ARCHITECT FROM A LIST OF STANDARD COLORS.
- CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO INSTALLATION. REFER TO MECHANICAL AND PLUMBING DRAWINGS FOR EXACT SIZES AND LOCATION OF EQUIPMENT WHICH IS FURNISHED BY OTHERS AND CONNECTED BY ELECTRICAL.
- VERIFY ALL DOOR SWINGS WITH THE ARCHITECTURAL DRAWINGS PRIOR TO ROUGH-IN FOR LIGHT SWITCHES.
- LOCATION OF LIGHTING FIXTURES, DISCONNECT SWITCHES, ETC. FOR MECH. EQUIPMENT ROOM SHALL BE COORDINATED WITH FINAL MECH. EQUIP. LOCATION TO PROVIDE NATIONAL ELECTRICAL CODE REQUIRED ACCESS SPACE.
- FINAL CONNECTION TO ALL MOTORS SHALL BE WITH FLEXIBLE CONDUIT CONNECTION.
- ALL PANEL BOARDS, BACKBOARDS, TERMINAL CABINETS, ETC. SHALL HAVE CUSTOM ENGRAVED MICARTA NAMEPLATES MECHANICALLY AFFIXED IDENTIFYING SYSTEM.
- PROVIDE GREEN GROUND CONDUCTOR IN ALL CIRCUITS - SIZE PER N.E.C.
- GENERAL CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING ANY WORK AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. FAILURE TO DO SO INDICATES THAT THE CONTRACTOR ACCEPTS THE CONDITIONS AS THEY EXIST AND SHALL PERFORM THE WORK REQUIRED AS SHOWN AND SPECIFIED.
- FURNISH ALL EQUIPMENT AND LABOR, PERFORM ALL LABOR WITH SUPERVISION, BEAR ALL EXPENSES AS FOR THE SATISFACTORY COMPLETION OF ALL WORK READY FOR OPERATION.
- COMPLY WITH ALL LOCAL CODES, LAWS, AND ORDINANCES APPLICABLE TO ELECTRICAL WORK, THE STATE BUILDING CODE AND THE NATIONAL ELECTRICAL CODE. OBTAIN ALL PERMITS REQUIRED BY LOCAL ORDINANCES.
- OBTAIN ARCHITECT'S APPROVAL OF ALL LIGHT FIXTURES, AND VISIBLE SWITCHES, RECEPTACLES, PANEL BOARDS, ETC. PRIOR TO PURCHASING.
- THE ELECTRICAL WORK SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER AND SHOULD BE LEVEL. ALL ELECTRICAL WORK NOT SO INSTALLED SHALL BE REMOVED AND REPLACED AT NO COST TO THE OWNER.
- PROVIDE GROUNDING PER NATIONAL ELECTRICAL CODE.
- THE CONTRACTOR SHALL LEAVE THE ENTIRE ELECTRICAL SYSTEM INSTALLED IN PROPER WORKING ORDER AND SHALL REPAIR WITHOUT ADDITIONAL COSTS, ALL WORK OR MATERIAL WHICH MAY DEVELOP DEFECTS, WITHIN A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER. (ORDINARY WEAR AND TEAR OR DAMAGE RESULTING FROM IMPROPER HANDLING EXCEPTED)
- THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF PRE-WIRING OF TELEPHONE SYSTEM WITH THE TELEPHONE COMPANY AFTER INSTALLATION OF TELEPHONE OUTLET BOXES.
- ALL ELECTRICAL DEVICES MOUNTED IN GRANITE/TILE BACKSPASH AREAS TO BE COLOR TO MATCH STONE/TILE SELECTION AS CLOSELY AS POSSIBLE. PROVIDE COLOR CHOICES TO ARCHITECT.
- ARCHITECT TO VERIFY LOCATIONS PRIOR TO INSTALLATION OF CONDUIT
- GENERAL CONTRACTOR RESPONSIBLE FOR ADDING BLOCKING AS REQUIRED SO THAT RECEPTACLES ARE PLACED AS SHOWN ON PLANS, E.G. CENTERED UNDER WINDOWS OR BETWEEN WINDOWS, ETC.
- MECHANICAL CONTRACTOR TO VERIFY SIZE, EFFICIENCY AND PLACEMENT OF ALL MECHANICAL EQUIPMENT. GENERAL CONTRACTOR TO CONSULT W/ MECH. CONTRACTOR AND/OR MECH. ENGINEER AND NOTIFY OWNER OF ANY DIFFICULTY W/ INSTALLATION, EFFICIENCY OR PERFORMANCE OF SYSTEMS PRIOR TO CONSTRUCTION.
- ELECTRIC METER BASES ARE SHOWN FOR PREFERRED LOCATION ONLY. GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE FINAL METER BASE LOCATION WITH POWER COMPANY AND CONSULTING WITH OWNER IF METER BASE NEEDS TO BE RELOCATED.

Abbreviation Legend:

A.F.F. = ABOVE FINISHED FLOOR
WP = WEATHERPROOF
NL = NIGHT LIGHT
E.F. = EXHAUST FAN
GFCI = GROUND FAULT CIRCUIT INTERRUPTOR
AFCI = ARC FAULT CIRCUIT INTERRUPTOR

Single Line Power Riser Diagram:



NOTES: ① SURGE SUPPRESSOR - ADVANCED PROTECTION TECHNOLOGIES MODEL #TE/100

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LOT 4, Destiny Shores
Okaloosa County, FL

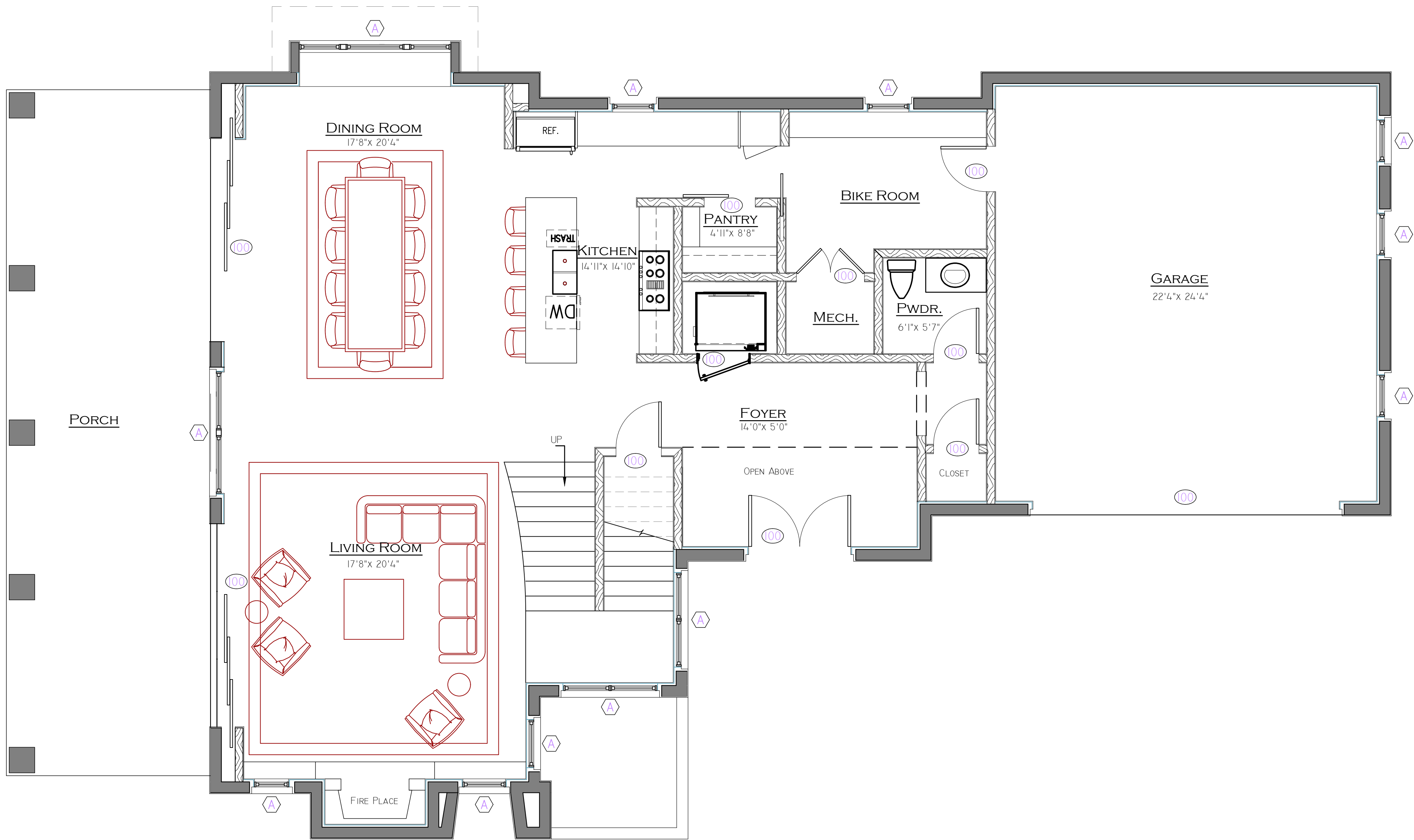
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A2.2

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A2.1

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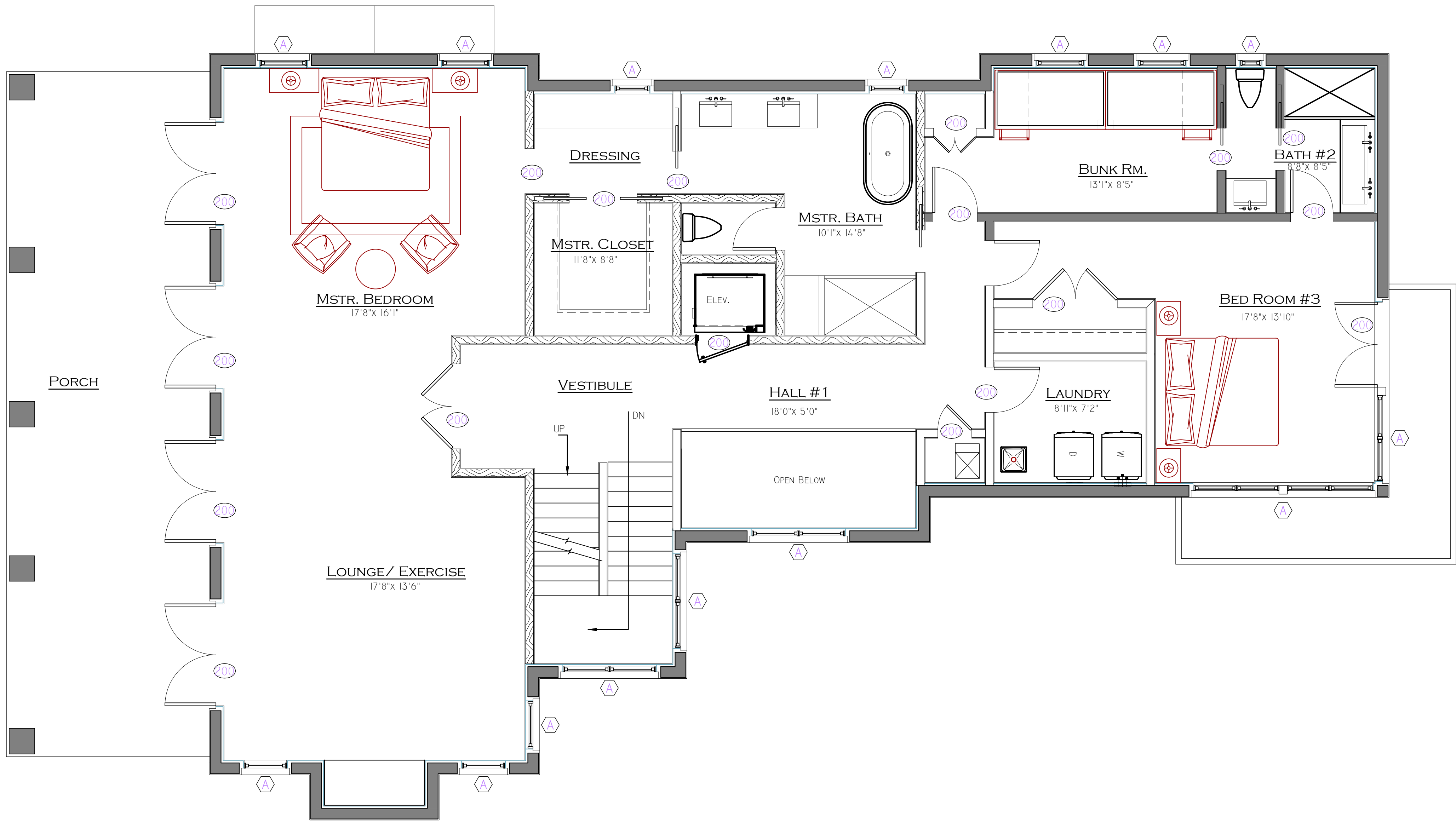
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This architectural floor plan depicts a residential unit with a central living area, a kitchen, a bathroom, and a bedroom. The living area features a red-outlined sofa and a large window. The kitchen includes a sink and a stove. The bathroom has a toilet, and the bedroom contains a bed. The plan shows a central hallway with stairs leading up and down. Various doors and windows are indicated, along with structural elements like walls and columns. Dimensions are marked with numbers in circles, and section markers 'A' are placed along the walls.

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PROJECT NUMBER: 2005 _____

A6.3

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E-Mail: tomchrist@christandassociates.com FAX: 850-231-2288
850-231-0863 FLORIDA LIC NUMBER: AR0012788

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**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

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

For Recording Purposes Only

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this ____ day of _____, 202__, ("Effective Date") by and between, ZSD LLC, ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the City of Destin passed Ordinances 17-22-PC and 20-02-LC (the "Ordinances"), which limit the height of single-family homes in the Crystal Beach zoning district to thirty feet; and

WHEREAS, Owner owns the real property and improvements located at 3480 Scenic Highway 98, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, Owner desires to construct a single-family home of 35 feet in height at the Property, which exceeds the current maximum allowable height by five feet; and

WHEREAS, on April 13, 2022, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinances, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Allowable Building Height at 3480 Scenic Highway 98.** Owner is hereby granted a variance from the provisions of the Ordinances so that the Owner shall have the right to apply under the Ordinance for a maximum height of thirty-five (35) feet. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to diminish the height below thirty-five (35) feet.

3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission provided a confirmation of such facsimile transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any notice shall be addressed to each party at its address as set forth below. Any such notice shall be considered

given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. In the event the subject property owner changes, notices shall be addressed to the current owner as indicated in the records of the Okaloosa County Property Appraiser. Otherwise, notices shall be sent as follows:

Each notice shall be addressed as follows:

To City: City of Destin, Florida
 Attn: City Manager
 4200 Indian Bayou Trail
 Destin, Florida 32541

With a copy to: Kimberly R. Kopp
 City Land Use Attorney
 Romano Kopp Law, PA
 PO Box 445
 Destin, Florida 32541

To Property Owner: ZDC, LLC
 4460 Clipper Cove
 Destin, FL 32541

With a copy to: Matthews & Jones, LLP
 Attn: C. Stephen Tatum
 4475 Legendary Drive
 Destin, Florida 32541

9. **Attorney's Fees.** In the event of any action, whether pre-suit, mediation, litigation or appellate proceeding to enforce the terms and conditions of this Agreement, each party to the action shall pay its own attorney's fees and costs incurred therein.

10. **Venue.** Venue over any action to enforce the terms and conditions of this Agreement, including mediation, shall lie solely in Okaloosa County, Florida.

ZSD LLC "OWNER"

Signature of Witness #1

By: Steven S. Donchey, Member

Print or type name

Signature of Witness # 2

Print or type name

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
_____, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 4, Destiny Shores, according to the plat thereof recorded at Plat Book 14, Page 52 of the Public Records of Okaloosa County, Florida.



Teresa Hebert
716 Main Street
Destin , FL 32541

Dear Teresa Hebert,

Thank you for your generous gift of \$300.00. Your support will have a direct impact on our Special Operations Warriors and their families as they begin their next great career.

As you are aware, your support provides essential funds to support U.S. Special Operations veterans and their families during their career transition. Your contribution will go a long way to helping our warrior heroes successfully find their next great career in corporate America.

We could not provide the necessary care and support for these real-life heroes without your personal and financial support. Additionally, your passion to help us raise awareness of the struggles and hardships these men and women face is truly humbling and appreciated. This letter will serve as a receipt for income tax purposes.

The Special Operators Transition Foundation, formally Your Grateful Nation, is a 501(c)(3) approved public charity with a tax identification number of 46-2657728. We have not provided or promised to provide any goods or services to you in exchange for your contribution. Thus, the entire amount is tax deductible. If you have any questions regarding this receipt please contact me at the number below.

On behalf of the special operations heroes we support and their families, thank you!

Kind regards,

Bobby Payne, Director of Development

Special Operators Transition Foundation

bobby@sotf.org / 850-598-4931



General Transaction Receipt

DONOR	Teresa Hebert	AMOUNT	\$300.00
ADDRESS	716 Main Street Destin , FL 32541	DATE	October 28, 2022
PHONE	6154067317	TYPE	one time transaction
EMAIL	Thebert@cityofdestin.com	TAX DEDUCTIBLE AMOUNT	\$300.00

DONATION MADE IN HONOR OF **Soff Destin Dinner
presentation**

Access Your Free Online Giving Account

To access your free online giving account, sign up [here](#) with the email address *Thebert@cityofdestin.com*. Creating an account allows you to manage your email and billing preferences, keep track of all your donations, and makes donating to Special Operators Transition Foundation even easier.

Online giving is powered by  Kindful

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.K.

TO: City Council

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

FROM: Webb Warren, Deputy City Manager

DATE: 11/2/22

SUBJECT: Okaloosa County Sheriff Department FY2023 Contract Addendum

I. BACKGROUND: The City and the Okaloosa Sheriff's department (OCSO) entered into its annual agreement on October 1st, 2022. Since that agreement was executed, the City and the OCSO discovered a scrivener's error in the amount of \$3,574.00 in the agreement.

II. DISCUSSION: The City and OCSO need to correct the scrivener's error to accurately reflect the total amount due from the City to the OCSO, in total and on a monthly basis. The total amount described in the agreement needs to be changed from \$2,582,921.00 to \$2,586,495.00, reflecting a difference of \$3,574.00 for the annual contract.

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

B. Effect on Budget (EOB): The adopted budget of \$2,582,921 needs to be increased by \$3574. Staff recommend a budget transfer from Council Contingency. The recommended internal budget transfer is attached.

C. Level of Service (LOS): Level of service will remain unchanged.

D. Legislative Sponsor:

III. CONCLUSION: The City and OCSO need to correct the contract due to the scrivener's error. Passing this item will remedy the issue.

IV. RECOMMENDED MOTION: I move to approve the FY2023 Okaloosa County Sheriff's Department contract addendum as presented.

Attachments:

1. Addendum to Sheriff and City of Destin Law Enforcement Services Agreement - FY 2023 - final
2. 2022 1107 Budget Txfr Conting to OCSO contract

Addendum to Law Enforcement Service Agreement

This ADDENDUM TO LAW ENFORCEMENT SERVICE AGREEMENT (the “Addendum”), made and entered into this ___ day of November, 2022, by and between ERIC ADEN, AS SHERIFF OF OKALOOSA COUNTY, FLORIDA, (the “Sheriff”) and the CITY OF DESTIN, FLORIDA, a municipality located in Okaloosa County, Florida (the “City”) and the parties hereto state:

Witnesseth

WHEREAS, the Sheriff and City entered into that certain Law Enforcement Service Agreement (the “Agreement”) on October 1, 2022, in which the Sheriff agreed to provide law enforcement services to the City for the fiscal year beginning October 1, 2022, and ending September 30, 2023, in exchange for the consideration described in Article II therein; and

WHEREAS, the dollar amount described in Article II of the Agreement describes a total amount of TWO MILLION, FIVE HUNDRED EIGHTY TWO THOUSAND, NINE HUNDRED TWENTY ONE DOLLARS (\$2,582,921.00) to be paid by the City to the Sheriff in twelve month installments of TWO HUNDRED FIFTEEN THOUSAND, TWO HUNDRED FORTY THREE DOLLARS AND FORTY TWO CENTS (\$215,243.42); and

WHEREAS, due to a scrivener’s error, the total amount of consideration and the monthly payments were incorrect as stated in the Agreement and must be adjusted upward by THREE THOUSAND, FIVE HUNDRED AND SEVENTY-FOUR DOLLARS (\$3,574.00) in total; and

WHEREAS, the total amount described in the Agreement should be TWO MILLION, FIVE HUNDRED EIGHTY-SIX THOUSAND, FOUR HUNDRED NINETY-FIVE DOLLARS (\$2,586,495.00) to be paid by the City to the Sheriff in twelve monthly installments of TWO HUNDRED FIFTEEN THOUSAND, FIVE HUNDRED FORTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$215,541.25); and

WHEREAS, the parties desire to correct this scrivener’s error to accurately reflect the total amount due from the City to the Sheriff in total and on a monthly basis; and

NOW, THEREFORE, the parties agree as follows:

1. The total consideration due to the Sheriff for the fiscal year beginning October 1, 2022, and ending September 30, 2023, shall be TWO MILLION, FIVE HUNDRED EIGHTY-SIX THOUSAND, FOUR HUNDRED NINETY-FIVE DOLLARS (\$2,586,495.00) with monthly payments of TWO HUNDRED FIFTEEN THOUSAND, FIVE HUNDRED FORTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$215,541.25).

2. All provisions of the Agreement not impacted by the change described in paragraph 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CITY OF DESTIN, FLORIDA

By: Gary Jarvis, Mayor

Date: _____

ATTEST:

By: Lance Johnson, City Manager

Rey Bailey, and City Clerk

Approved as to legal form:

Kyle Bauman, City Attorney

SHERIFF OF OKALOOSA COUNTY, FLORIDA

Eric Aden, Sheriff

Date: _____

Approved as to legal form:

Marsha Weaver, Sheriff's Attorney

CITY OF DESTIN Budget Internal Transfer Form

Fiscal Year	2023	Short Description	LAW ENFORCEMENT	Entity Code	1
Period	2	Effective Date	11/7/2022	Amendment Type*	1
Ref 1	OCSO	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2					

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
0152140 Public Safety	534003 Contracted Law Enforcement		OCSO CONTRACT SCRIVENER'S ERROR	I	\$ 3,574.00	\$ -	\$ 3,574.00
0151110 COUNCIL	599000 CONTINGENCY		OCSO CONTRACT SCRIVENER'S ERROR	D	\$ 3,574.00	\$ 45,000.00	

	Initials	Date
Created by:	_____	_____
Entered by:	_____	_____
Approved by:	_____	_____

Note
INCREASE BUDGET FOR OKALOOSA COUNTY SHERIFF'S OFFICE
(OCSO) FY23 LAW ENFORCEMENT CONTRACT

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 3, 2022
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Gary Jarvis
Councilmember Jim Bagby
Councilmember Terésa Hebert
Councilmember Dewey Destin

Councilmember Johnny King
Councilmember Bobby Wagner
Councilmember Rodney Braden
Councilmember Kevin Schmidt

Destin City Staff

City Manager Lance Johnson
City Clerk Rey Bailey
Principal Planner Steve O'Connor
Code Compliance Director Kimberly Corbin
Community Development Director Louis Zunguze
Grants/Project Manager Jeffrey Cozadd
Finance Director Krystal Strickland
Land Use Attorney Kimberly Kopp

Deputy City Manager Webb Warren
Public Information Manager Catherine Card
Library Director Wen Levingston
Public Works Director Michael Burgess
Parks/Recreation Director Lisa Firth
City Engineer Ryan Scott
City Planner Daniel Butler
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

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

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

A. Destin Youth Council - Presentation

Miss Grace Fountain, Destin Youth Council Chair, presented the following information to the city council:

At their September meeting, the Destin Youth Council addressed several initiative/projects they would like to pursue during their term of office which expires in July 2023. They will prioritize these items and create work plans at their next meeting in October, and then present the work plans to the city council for their approval in November. Also, at their September meeting, the youth council voted unanimously to present two of their top priorities to obtain preliminary approval or advice from the city council. The two items are as follows:

➤ Beach Cleanup

- ❖ Seek council's approval to move forward with conducting a youth council-sponsored beach cleanup effort in October. This would include:
 - Identifying cleanup site to make sure that volunteers can safely access the site
 - Choosing an event coordinator to organize and keep everything on track before, during, and after the event
 - Gathering supplies – trash bags, first aid kit, hand sanitizers, water, gloves, sunscreen, etc.
 - Get volunteers to help. Recruit friends, family, neighbors
- ❖ Beach cleanups create opportunities for youth outreach
- ❖ Without assistance from the youth in cleaning up their local beaches, they will eventually be consumed with trash

➤ Local Drivers License Testing Site (On Road)

- ❖ Seek city council support in establishing a local facility in Destin with experienced, licensed instructors to administer in-person drivers testing
 - Currently, locals have to travel to Niceville to take their on-road driving test
 - Recommend using local Tax Collector's Office as an on-road driving test site
- ❖ Need support from the council to get this idea in motion.

Councilmember Bagby moved to direct staff to reach out to the Okaloosa Tax Collector's Office and request a once a week on-road driving tests to be conducted from their office in the Destin area; also, reach out to the TDC and request support for an independent beach cleanup effort by the Destin Youth Council this year, and possibly in conjunction with Nature Conservancy Beach Cleanup Day next year. Councilmember Hebert provided a second to the motion, which passes 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes").

B. National Code Compliance Month

The mayor read the proclamation designating the month of October 2022 as *National Code Compliance Month* in the City of Destin, and then presented it to the Code Compliance Director Kimberly Corbin.

2. PUBLIC COMMENTS

Mr. Jimmy Perkins, a Destin resident and business owner, announced that on October 9 – 15, they have special guests coming to town: Wounded Warriors (US Marines and Sailors),

Purple Hearts, and Gold Star recipients. He will be providing several of his vessels to take them on a two-day tour of the harbor and would appreciate everyone's assistance. He also urged other businesses in town to do something special for these servicemen and women.

Mr. Perkins also noted they have reported 53 cases of people running illegal businesses in the harbor this year resulting in only two verbal warnings, which is not fair to those who are doing things the right way. He added that these are code violations and so law enforcement officers cannot do anything about it.

Ms. Heidi LoCicero, who resides at Mattie's Way and a Destin High School Board member, expressed her gratitude to the council for taking the appropriate action in moving forward with the issue relating to the conversion of the softball field at Morgan's Sports Complex. This item is on tonight's agenda for action. She also commended the Parks and Recreation Director, the City Manager, and other city staff members for their cooperations. This will give the Destin High School students a lot of hope and enthusiasm seeing the cooperations between the school and the city.

3. CONSENT AGENDA

- A. Choctawhatchee Basin Alliance (CBA) FY23 Contract Renewal
- B. Beach Message Boards
- C. 2023 OCPLC Interlocal Agreement
- D. Reimbursement to Councilmember Bobby Wagner for expenses incurred while attending the Florida League of Cities Elected Municipal Officials II (IEMO II) training program on September 15 thru 18, 2022 at Estero, Florida.
- E. Request for use of city ROW for McGuire's Annual Halloween Fun Run
- F. Request for use of city ROW for the Annual Veteran's Day 5k
- G. Approval of minutes of September 8, 2022 Regular City Council Meeting
- H. Median Maintenance, authorization to extend continuing services contract by 3 months

Motion by Councilmember Hebert, seconded by Councilmember King, to approve Consent Agenda items 3A thru 3H, as printed above, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes").

4. CITY MANAGER REPORTS

- A. PAWS Contract

The City Manager informed the council that PAWS has requested a 90-day extension to the existing contract to give them ample time to put together a new proposal for the City of Destin. This will also provide ample time for city staff time to work with the new PAWS director on a future contract.

Councilmember Bagby moved to accept the 90-day extension of the PAWS contract and authorize the City Manager to execute that contract while negotiating a future contract, accordingly, seconded by Councilmember Hebert.

Councilmember Schmidt recommends reaching out to other entities, such as the Florida League of Cities, to obtain ideas and detailed information about what they do with regards to animal control services. He would also like to know the exact meaning of and what activities are included in the “calls for service.”

Councilmember Bagby noted that he has discussed some ideas with staff including having the charges on a per service call basis rather than per population.

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

B. Acquisition of property for the Cross-Town Connector

According to the City Manager, the first purchase agreement for this parcel was brought before the council for consideration on July 11, 2022 and did not pass the supermajority vote that was required. Council did vote to direct staff to negotiate a new purchase agreement and to bring that back for their consideration. A new purchase agreement has been agreed to by the property owner and that a supermajority vote will not be necessary to pass since the purchase price agreed to is below the average of the two appraisals.

Councilmember Hebert moved for approval to purchase of the vacant land at the corner of Anna Street and Benning Drive and authorize the City Manager to execute the purchase agreement and proceed with closing; seconded by Councilmember King. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

C. Preliminary Harbor Study Data from Army Corps of Engineers (ACOE) – For Informational Purposes

Community Development Director Louis Zunguze presented the following report to the city council:

- On February 21, 2017, the City Council passed an ordinance establishing a process for the permitting of livery vessels, as subsequently amended on March 20, 2017. At that time, the City Council heard concerns that (1) overcrowding in the Destin Harbor is disproportionately affected by the proliferation of livery vessels, which contribute to a high number of inexperienced and ineffective livery vessel operators, thereby increasing the danger to the public health, safety and welfare; and (2) the proliferation of livery vessel rentals contributes to the deterioration of water quality in and around Destin.
- On April 15, 2019, the City Council passed Ordinance 19-08-CN and commenced a temporary moratorium on livery vessel permitting in order to study the impacts of livery vessel businesses on the city waterways, particularly, the Destin Harbor. Ordinance 19-08-CN was set to expire on November 1, 2019 but was subsequently

extended by the City Council for the purpose of enabling studies of the Harbor waters.

- On September 16, 2019, the City Council passed Resolution 19-21, authorizing an agreement with the Army Corps of Engineers for assistance with funding and contracting service for a Harbor Capacity Study. Additionally, the City Council directed a 12-month extension of the existing moratorium on livery vessel permitting, providing for a new extension date of November 1, 2020. The Army Corps experienced unanticipated delays in performing the work for the city due to the COVID-19 pandemic. Therefore, there have been several subsequent extensions of the temporary moratorium. The moratorium is currently set to expire on December 31, 2022, unless extended by an ordinance of the city council.
- The Harbor Carrying Capacity Study is now nearing completion (see attached draft schedule). It is anticipated that the Study and analysis will be finalized in November 2022, and the final report will be provided to the City Council in January 2023. At this time, the ACOE has provided preliminary data to City staff. Staff desires to provide this preliminary data to the City Council at this time.
- The Harbor Carrying Capacity Study focuses on the following three goals:
 - ❖ Protecting the environmental health of the harbor and surrounding waterways.
 - ❖ Promoting safety and enjoyment on our local waters.
 - ❖ Promoting the economic viability of businesses operating on or along the Harbor.
- Since July of 2021, the City of Destin and the ACOE have been conducting a number of activities to support the Destin Harbor Carrying Capacity Study. These activities include:
 - ❖ Counting of parking spaces around the harbor area, including both public and private parking.
 - ❖ Counting of vessels in the harbor and on the water.
 - ❖ Inventory of both parking spaces, trailer spaces, and vessel slips. Photography of the harbor area including slips and vessels.
 - ❖ In-person surveys around the harbor area and boat launches.
 - ❖ Mailed surveys to a sample of residents including, slip owners.
- While the Study remains ongoing at this time, it is nearing conclusion and the ACOE has provided the attached preliminary data to City staff for informational purposes. It is anticipated that the completed study and final report will be provided to the City Council in January 2023.

PRELIMINARY DATA SUMMARY: It was determined that a sample of peak and non-peak dates throughout the summer would be representative of the existing usage trends in the harbor and facilities. The length of data collection varied from four-day weekends to

regular weekends and coverage of weekdays. Below is a schedule of dates for rounds of data collection:

- Memorial Weekend, May 26-30
- July 4th Weekend, June 27- July 5
- July 14-22
- August 1-8
- August 18-22
- Labor Day Weekend, September 1-6

The total number of days observed for vessel traffic collection is as follows:

- 12 holidays
- 9 non-holiday regular weekends
- 10 weekdays

As previously stated, data analysis substantiates the vessel traffic trends at Destin harbor.

Vessel traffic at Destin harbor was observed for a total of nine regular weekend days. Livery pontoons were the most recorded with over 5,000 trips to access the harbor followed closely by personal vessels and jet skis. It was generally expected that regular weekends would not be as busy as those of holiday weekends. By comparison, on average, there were only 100 fewer vessels accessing the harbor on regular weekends than on holidays.

Vessel traffic on regular weekdays was also observed for the capacity analysis. On regular weekdays, harbor access by livery pontoons were the most recorded with about 4,500 trips followed by jet-skis and tour charters. Personal vessels were recorded to enter or exit the harbor about 2,500 times. Figure 3 in the attached report summarizes the total number of vessel traffic by category on regular weekdays.

DISCUSSIONS:

The mayor stated that the preliminary report conveys to them what they already knew. He stated that when the initial moratorium was instituted by council in 2016, the main goal was to protect the heritage of this community, which was fishing. He recommends bringing back an ordinance proposing to make the moratorium permanent and bring more intrinsic value to the businesses operating under the moratorium and increase their worth since they are on a limited access program similar to the charter industry.

Councilmember Bagby noted that the council was supposed to receive a complete report in January 2023, which should include analysis on parking and environmental impacts. He stated that even though he is not against a permanent moratorium, he would prefer to have all pertinent facts on hand before taking that type of action.

Councilmember Bagby moved to direct staff to bring back an ordinance for a 6-month extension of the temporary livery vessel moratorium, until June 30, 2023, to be advertised for first reading on October 17, 2022 council meeting. Councilmember Wagner provided a second to the motion.

Councilmember Braden stated that it would be unfair to those businesses that are following the rules and meeting their parking spaces and all other code requirements not to be able to add vessels. He added that he would like the existing legally registered livery vessel businesses to be able to add more vessels to their existing fleet.

The Land Use Attorney stated that the council could approve the motion that would allow staff to bring back a proposed ordinance extending the moratorium at the next council meeting, and the council could then discuss any changes they want to make at that time.

Councilmember Wagner asked whether Jet Skis are sub-categorized as rentals and recreational personal vessels.

The Land Use Attorney replied that Jet Skis are livery vessels.

Councilmember Wagner noted that the parking analysis will be included in the final report, at which time they will know exactly how many more vessels businesses could add to their fleet once the moratorium is lifted.

Councilmember Destin opined that a moratorium should apply to all or it could create an issue regarding equal protection under the law, which means that a government entity needs to have a valid reason for any law or official action that treats similarly situated people or groups of people differently.

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

D. Morgan Sports Center Barracuda Field - Interlocal Agreement

The City Manager noted this is an interlocal agreement between the City of Destin, Destin High School, and the Destin Water Users for conversion and use of Morgan Sports Complex’s Barracuda Softball Field into a high school compliant baseball field for use by the Destin High School baseball team during their regular season. He stated that each entity negotiated in good faith, and that he believes the agreement outlines each entity’s role.

Motion by Councilmember Hebert, seconded by Councilmember King, to approve the interlocal agreement between the Destin High School, Destin Water Users, and the City of Destin, for the use of the Barracuda Field at Morgan Sports Complex as a high school baseball field, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

E. Announcements

The City Manager made the following announcements:

- The derelict vessel near Harbor Docks was removed last Saturday, October 1st. Okaloosa County provided some assistance in removing the vessel.
- Collections for Hurricane Relief supplies at the Marler Parking Lot on October 4 and 5. Goods collected will be delivered to the victims of Hurricane Ian.
- Destin Seafood Festival is scheduled for October 7-9.
- All city facilities will be closed on Monday, October 10th, in observance of Columbus Day Holiday.
- October 11th, at 3 PM – Blue Star Dedication at the Destin Library.
- Wednesday, October 19th, at 5:30 PM – Joint Harbor and Town Center CRA Workshop to discuss the undergrounding of utilities at the City of Destin.
- Ms. Dot Jones, a long-time committee volunteer for the City of Destin passed away recently.

5. PUBLIC HEARINGS

- A. 22-49-SP Tom Murray of WindCrest Development Group, Inc., on behalf of Shanri Holdings Corporation, is requesting approval of a Major Development Order. The proposed project consists of the redevelopment of the existing Downtown Destin Shopping Center. All existing buildings, pavement and most of the existing utilities will be demolished and removed. Construction for the new development includes a ±69,000 SF grocery-anchored shopping center with new associated parking and Internal drive aisles, sidewalks, landscaping, utilities, and an expansion of the Existing stormwater management retention pond.

The City Attorney asked whether any of the council member or mayor had been involved in an ex-parte communications regarding this project. Each mayor and council member responded they have not been involved in any ex-parte communications regarding this project.

The City Attorney sworn in the following individuals for testimony:

- Principal Planner Steve O'Connor
- Senior Daniel Butler
- Jennifer Losurdo, Project Engineer, Genesis Engineer Collaborative
- Tom Murray, Wincrest Development Group, Inc.

The Land Use Attorney requested that the staff report and all its exhibits be entered into the record as City's Composite Exhibit A.

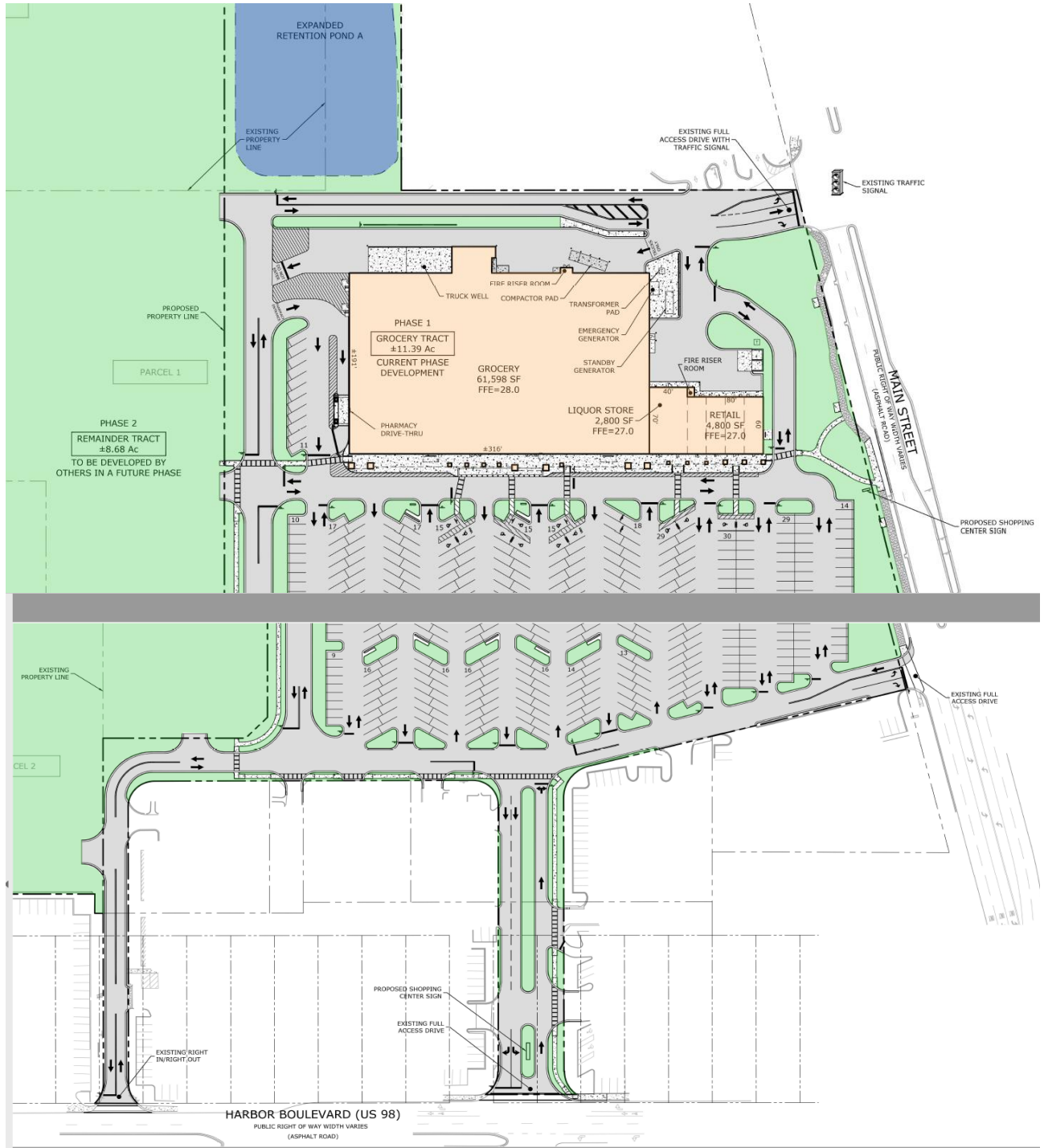
Having no objection from the applicant, the staff report and all its exhibits was admitted into the record as City's Composite Exhibit A.

Principal Planner Steve O'Connor introduces the proposed project.

The project proposes to establish a $\pm 61,000$ sq. ft. grocery store with a $\pm 2,800$ sq. ft. liquor store and $\pm 4,800$ sq. ft. of other retail/commercial space located at the current Old Time Pottery location. The project encompasses the old theater and the building southwest of the Old Time Pottery store. The project would first demolish and regrade the entire site removing all buildings and impervious surfaces. The site would then be redeveloped as proposed in the Civil & Site Plans. The project has been reviewed and approved by the City's Technical Review Committee. There is only one aspect of the proposed development that does not meet current Land Development Code (LDC) regulations. That is the Parking Requirement. Per the Old Destin Multi-Modal Transportation District (MMTD) the minimum listed in LDC Table 8-6 is the maximum parking allowed. This would limit the amount of parking for this project to 276 parking spaces. The project proposed 320 parking spaces (26 over the maximum allowed). Given this sole compliance issue, it is up to the City Council to determine whether or not to require the strict adherence to the Old Destin MMTD parking maximums or to allow the developer to have 302 parking spaces on site. The submitted site plans also cuts off access to an undeveloped lot to the East of Goodwill; Parcel ID: 00-2S-22-0000-0011-008B. Staff has conferred with the applicant's representative and the affected property owner to find a solution. The affected property owner is requesting that an improved hard surfaced access point, similar to the other access points, be developed centered between the existing access points for the adjacent properties.

Next, Ms. Jennifer Losurdo and Mr. Tom Murray, representing the applicant, briefly discussed the following aerial photo and renderings of the proposed development:







Councilmember Destin inquired as to the zoning designation for this project.

According to Mr. O'Connor, the entire site has a Town Center Mixed Use designation. He continued that the mixed-use aspect for this project is the multiple retail type of uses that would apply; adding it does not have a residential use as part of this development proposal.

The Land Use Attorney explained that in a mixed-use zoning district, they look at the district as a whole, and that the district is a mix of different uses – residential or commercial. She added that they require a certain amount of commercial component for residential use, but they do not require residential component for commercial use.

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

Councilmember Hebert moved for approval of project 22-49-SP – Publix Grocery, a Major Development Order as presented and with the following condition: Provide improved access to parcel 00-2S-22-0000-0011-008B, centered between the existing access points of the adjacent properties. Councilmember Wagner provided a second to the motion.

Councilmember Destin asked if staff could provide the percentage of commercial versus residential components in this mixed-use district; as well as the standard they are trying to achieve to make this district an actual mixed-use district.

Mr. Zunguze explained that for all the mixed-use districts, especially for this particular district, which is more commercial related, they have to have at least a 20 percent commercial component to it.

Councilmember Bagby requests statistics on commercial and residential components be included for any future mixed used development applications brought before the council.

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

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

A. Councilmember Braden

1. Waiver of fees accrued by Destin High School

Motion by Councilmember Braden, seconded by Councilmember Hebert, to waive all fees accrued to date by the Destin High School passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

B. Councilmember Wagner

1. Low Speed Vehicle Safety Program

Councilmember Wagner stated that low-speed vehicles (SUV) are getting out of hand on Main Street and Airport Road. At times, minors have been seen driving SUVs, which is definitely a safety issue. He continued that short-term rentals are also providing SUVs to their renters. He added that it would be a wise decision for this city to unify with the rest of the Panhandle on the safety procedures and regulate where the SUVs will be allowed to be driven.

Councilmember Wagner moved to direct the City Manager to work with the Sheriff’s Department, the county, and other area municipalities, to establish low-speed vehicle safety requirements and education and public awareness program. Motion was seconded by Councilmember Schmidt and passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

C. Councilmember Destin

Councilmember Destin requests the following topic be placed under his name on the next council meeting agenda: *Direct the City Manager to go forward with installing a raised pedestrian*

crossing on Sibert Avenue identical to the raised pedestrian crossing at the corner of Zerbe and Calhoun.

D. Councilmember Bagby

1. Resolution 17-36 - Amending the Destin Youth Council By-Laws increasing The maximum number of non-resident members

Councilmember Bagby moved to amend Section 2 of Resolution 17-36, Youth Council ByLaws to read: “The Destin City Council may appoint up to 30 percent of the members as non-resident members who attend a local area high school (or home school) to fill any vacancies occurring during the year”; seconded by Councilmember Wagner. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

2. Appointment of Palmer Stevens Lindsley to the Destin Youth Council

Motion by Councilmember Bagby, seconded by Councilmember King, to appoint Palmer Stevens Lindsley to the Destin Youth Council passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”).

3. City Manager Annual Evaluation

Councilmember Bagby noted they have approved the FY 2023 budget, to include a 2 percent COLA which the City Manager and staff will receive. It also includes a 4 percent merit increase to city staff. He recommends giving the City Manager a 3.5 percent merit increase for the next fiscal year and explains his thought process behind this recommendation.

Councilmember Bagby moved to give the City Manager a 3.5 percent merit increase for Fiscal Year 2023 beginning October 1, 2022; seconded by Councilmember Wagner.

Councilmember Bagby stated that the City Manager has done a great job and has been a huge part of the advances the city and staff have made. He was also instrumental in changing the culture of this organization.

Councilmember Hebert agrees the City Manager has done a great job overall; however, there have been complaints from people regarding code compliant issues which have not been resolved, other codes not being enforced, and livery operators conducting illegal operations and not being held accountable for their actions. She added that the City Manager took the role as interim Code Compliance Director while that position was vacant, and so he should be held accountable.

Councilmember Hebert offered a substitute motion to give the City Manager a 3 percent merit increase for Fiscal Year 2023 beginning October 1, 2022; seconded by Councilmember Destin.

The mayor expressed his disagreement with the substitute motion; stating that the City Manager is not the Code Compliance Director. It would not be fair to penalize him for designating himself as the acting director as it is his responsibility to hire one and maintain leadership over that individual. He also noted that the Code Compliance Department has been understaffed and overworked for quite a while, and that the City Manager can only do so much to keep that department to continue to operate.

Councilmember King agrees with the mayor that penalizing the City Manager for the perceived shortcomings of one department at the time the department was understaffed and without its director is not fair to the City Manager.

Councilmember Destin stated that the City Manager has done a great job overall; however, he has the overall responsibility for the entire organization and to find solution to every problem that arise. He continued that a merit increase of 3 percent out of a maximum of 4 percent is justified.

Councilmember Braden agrees that the City Manager has the overall responsibility for every department in the city and is responsible for correcting any shortcomings of each of the department.

Councilmember Schmidt commented that livery operators conducting illegal operations has been at least a two-year issue and has remained unresolved, and that it is the City Manager's job to resolve it. He added that it is a huge issue for the citizens and the other businesses on the harbor.

Councilmember Bagby pointed out that the number one issue that had been brought up at almost every election cycle in Destin was code enforcement. People are always bringing up a list of things where the city's code enforcement is failing to meet expectations. This is one of the reasons he did not recommend a 4 percent merit increase for the City Manager. He felt that 3½ percent is more appropriate. However, their rating of the City Manager is not entirely a reflection of the City Manager's performance. It is the reflection of the council's performance. One of this council's responsibilities is to provide the City Manager enough resources to pay staff enough money and to be able to hire the right people to fill vacancies and get them out of the 30 percent employee shortage in which they have been in quite a while. He continued that they have done that this year. The council has worked hard to raise staff's salary and provide enough resources to be able to hire the right people. He likes the direction they are heading as well as the culture that has been created. For these reasons, he will have a higher expectation for the City Manager's evaluation next year.

The mayor called for a vote on the substitute motion, which passes 4-3 (Council members Schmidt, Hebert, Destin, and Braden voted "yes"; Council members King, Bagby, and Wagner voted "no").

Next, Councilmember Bagby announced the passing of Ms. Dot Jones, a great person, and a long time City of Destin committee volunteer.

E. Councilmember Hebert

1. Utility box paint project update

According to Mr. Zunguze, he has discussed this matter with a painter and that everything is in order in that regard. He continued that he was supposed to drive around the city with a Gulf Power representative this week to identify all the utility boxes and decide where they should start. But that plan has been delayed as Gulf Power has been called out to assist in the recovery from the hurricane that hit South Florida recently. Once they are able to make that trip, he will bring the matter back to the council to request some resources to purchase paint and other necessary equipment.

Councilmember Braden noted that Dr. Prebble Ramswell started that project a few years back, but nothing has been done to it. He requested that Dr. Ramswell, who is in the audience tonight, be allowed to speak and share her ideas.

Dr. Ramswell thanked Councilmember Hebert for continuing on with the project. She stated that she has done some preliminary work on this project which she has shared with staff. One of the things previously discussed was something popular with many cities, such as New Orleans, which is building a wooden box and setting it on top of the utility box. They use specialized paint for the box. They simply lift the wooden box to gain access the utility box. Part of the plan was to coordinate with different groups of people who are interested in painting their box to make sure they use the specialized paint. They would also need to establish a process whereby these groups would submit their basic idea for approval by the city to make sure they do not paint their boxes with something outrageous or offensive.

Councilmember Wagner likes the idea, stating that it is something commonly done in South Florida. He stated that since the city is creating new districts; they could have a theme that represent an entire district.

2. Dawn to dusk walking/dog on a leash walking until the crosstown connector is complete.

Councilmember Hebert noted there are some citizens that are inquiring if they would allow the walking of citizens and their dogs on a leash from dawn to dusk at the Destin Campground until the crosstown connector is complete.

The City Manager will discuss the matter with the City's Risk Manager to verify with their insurance provider that the city will not incur any additional liability by removing the "no trespassing" sign off the Destin Campground and then report information back to council by the next council meeting.

F. Councilmember King

Councilmember King pledged his full support for the Destin Elementary School Archery Team and to do whatever is necessary to promote the sport of archery in Destin.

G. Councilmember Schmidt

Councilmember Schmidt suggests they contact the Eglin Air Force Base commander again to find out whether the concrete barriers around the area where the Welcome to Destin sign is

located can be removed now that the fence has been installed. He stated that the area is not being maintained and it is completely overgrown with weeds.

Mayor Jarvis will reach out to Commissioner Ponder to see if they can both schedule a meeting with the new Eglin commander and then report back to council.

Councilmember Destin suggests they contact Representative Matt Gaetz's military aid/liaison to see if he could accompany them to that meeting

H. Mayor Gary Jarvis

The mayor requests the following topic be placed on the next council meeting agenda for discussion: *"Look back at what have been successful for the city-run sports program and consider going back to the traditional sports seasons for each individual sport"*

I. Land Use Attorney

J. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:32 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

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**LOCAL PLANNING AGENCY
MEETING MINUTES
SEPTEMBER 22, 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, September 22, 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
Todd Buhr

Staff Members Present

Kim Montgomery City Clerk
Steven O'Connor Principal Planner
Daniel Butler Senior Planner
Ryan Scott City Engineer
Kimberly Kopp, LUA

3. NEW BUSINESS:

A. Proposed Conditional Use 22-32-CU – Calhoun Estates by the Bay

David Smith of Innerlight Engineering Corp., on behalf of Johnny Boswell, is requesting a Conditional Use (22-32-CU) approval for the use of a 37 short-term residential, detached single-family dwellings to be located at several parcels that front either Calhoun Avenue or Sibert Avenue. The existing site is 5.21 acres. The associated Parcel IDs are the following: 00-2S-22-0310-000D-072G; 00-2S-22-0310-000D-072E; 00-2S-22-0310-000D-0050; 00-2S-22-0310-000D-005A; 00-2S-22-0310-000D-0060; 00-2S-22-0310-000D-0070; 00-2S-22-0310-000D-0080; 00-2S-22-0310-000D-0090.

Mr. Butler explained the proposed project is to be located in the Calhoun Avenue Mixed Use – Village (CMU-V) Zoning District. Additionally, the proposed use of short-term rental residential detached single-family dwellings is conditional in the Calhoun Avenue Mixed Use - Village (CMUV) zoning district. This review of the conditional use only is for short term rental use. The Planned Unit Development (PUD) Major Development Order and Major Subdivision is currently being reviewed by the Technical Review Committee (TRC) for full compliance with the City Land Development Code (LDC) and Comprehensive Plan. Additionally, City Council will consider and make their determination on the project at the required public hearings, once approved by the TRC. 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 LDC.

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For discussion purposes, Agency member Bell made the motion seconded by Agency to recommend City Council City Council approve Conditional Use 22-32-CU with the condition that the applicant include mitigative techniques to address potential impacts of the development including noise, light, parking, and trash.

Chairman Wood spoke of how at their previous meeting they spoke of how the LPA could set conditions and asked if the general motion is enough or should they need to speak of specific conditions to set in their motion, or does staff set those later?

According to the Land Use Attorney, the way the recommended motion speaks is broad additionally, they can recommend specific conditions to the City Council, and City Council can place their own conditions that are not bound by the LPA's recommendations.

Chairman Wood opened the public portion of the hearing.

Mr. Jason Belcher of 147 Sibert Avenue spoke of how his wife and her family has lived in this area of Destin over 60-years and how this request for short term rental would be a significant change that would alter not only the immediate neighborhood, but Destin in general for any period of time, going forward, and not for the better. He spoke of how this request, being in a substantial residential area, would diminish the quality of life for the surrounding property owners and would open the door to allow this in all neighborhoods in the city limits. With that said, he asked that the Conditional Use not be allowed because of the quality of life changes it would cause.

With no other public speakers, the chairman closed the hearing to the public and turned the discussion over to the Agency members.

Agency member Bell asked the applicant if the plan for garbage pickup was to have a dumpster or individual cans. According to Mr. Smith, it would be individual cans. One trash can for the first three bedrooms and one per two bedrooms thereafter.

The question was asked how far away this project is from the DFCD's substation on Calhoun Avenue. According to Mr. Butler, it is within 400-feet from the new Destin Fire Control District substation on Calhoun Avenue.

Chairman Wood asked about the parking requirements for north of Highway 98. According to Mr. O'Connor, currently the requirement for one space per bedroom is for south of Highway 98. He then asked how many total bedrooms are planned for each unit. According to Mr. Smith, there are up to 4-bedrooms per townhome which would have 4 parking spaces, two in garage and 2 in the driveway. Chairman Wood then asked if there are plans to have sidewalks on both sides of the road, Mr. Smith replied affirmatively. Chairman Wood then asked if the

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driveways are proposed to be long enough from the sidewalk to ensure that they would not get blocked by vehicles. According to Mr. Smith, the driveways are proposed to be long enough. The Chairman stated that he wanted it understood that the garages are to be used strictly for parking cars and have to be kept free of storage and cannot be converted to anything other than a garage. Regarding compatibility, the Chairman asked staff if they are looking at it as what the Comprehensive Plan and Land Development Code would allow, or what is allowed there now? According to Mr. O'Connor, all of it. They are looking at Comp Plan, Land Development Code standpoint as well as the surrounding properties standpoint.

According to Mr. Smith, they are proposing 3-story 3,000 sq. foot units that are comparable to others in the immediate area. Additionally, they are not maximizing the density to the extent of what is allowed for the property per code.

Agency member Bell asked about trips, noting in their packet for LOS it states 37 PM peak hour trips, which was established back in 2016 and how she feels that does not liken to what is currently taking place in that area of the city. She provided an example of what has taken place on her street where the surrounding townhomes went from three short term rentals to 10 and with 20 units total on the street, the trips have increased from about 175 trips per day to over 800 per day. Acknowledging that the increase in deliveries for UPS and FedEx and other delivery services are also a part of those total trips.

According to Mr. O'Connor, the city's code only requires the PM peak hour traffic counts because it's the most impactful to the surrounding neighborhoods and does not capture the entire day. And the information staff has provided is based off that data and is the most up-to-date traffic generation tool that is available.

Agency member Buhr referenced the email they received in the back of their packet from Mrs. Sandy Trammell and spoke of how based on her comments, as well as the gentleman that spoke earlier, he would like to offer up a substitute motion.

Motion by Agency member Buhr that the Local Planning Agency recommends that the City Council deny Conditional Use 22-32-CU application for short term rental, with Agency member Hudson providing the second.

The Land Use Attorney asked Agency member Buhr to state what aspects of the letter he is referring to. According to Agency member Buhr, he finds her letter to be very compelling and the points she makes in reference to the historical perspective as well as to the impacts on those that reside in the immediate neighborhood to be accurate and he personally leads great credence on the entire letter based on Mrs. Trammell's expertise of the area as well as her knowledge of the impacts to the area. For public purposes, the Land Use Attorney then asked Agency member Buhr

to read the portion of the letter into the record.

Agency member Buhr read, *“As I am unable to attend the LPA meeting (Sept 22, 2022), I wanted to register my strong objections to these conditional uses. I am using history as my guide, Since the inception of the City of Destin, residents have been promised NO SHORT-TERM RENTALS NORTH OF HIGHWAY 98. This project is NOT compatible with existing properties. I recently approached City Council (First meeting in Sept) asking if this had been changed and was told that this still held true and the Mayor promised that he would see that this continued as such. I recommend Short Term rentals be removed as an allowance within any area north of 98. If there are currently any functioning as short term they should be changed to long term.”*

With no further comments, Chairman Wood called for the vote on the substitute motion to recommend City Council deny the Conditional Use for short term rentals. **The motion passed 4-1 with Agency member Ledbetter dissenting.**

B. Proposed Conditional Use 22-33-CU - 1100 Quail Circle

Mr. Butler explained to the Agency members that Mr. John Bath of Scope Construction LLC is requesting approval of Conditional Use 22-33-CU. This project includes the construction of three (3) townhome dwelling units. The subject property is located at 1100 Quail Circle (Parcel ID: 00-2S-22- 4530-0000-0010). Additionally, the proposed site is in the Residential, Office, Institutional – Village Residential (ROI-VR) Zoning District, contained within the Town Center Commons Planning Area. The proposed use of long-term residential attached dwellings is conditional in the Residential, Office, Institutional – Village Residential (ROI-VR) zoning district. Explaining further that this is a review of the conditional use ONLY. A Minor Development Order (and potentially a Minor Subdivision application depending on intended ownership) will be required prior to be submitted, reviewed, and approved by Technical Review Committee (TRC) prior to any submittal for a building permit. 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 (LDC). As outlined in the City's Comprehensive Plan (Policy 1-2.4.1), the "ROI" designation is designed to accommodate business and professional offices; as well as single-family (SF) and multiple-family (MF) long-term residential uses; and institutional uses listed in Policy 1-2.7.1. The proposed use of three long-term multi-family attached dwellings is consistent with the intent of the ROI Future Land Use Designation.

Mr. Butler referred the members to the agenda report regarding the criteria requirements noting that if they had any additional comments he would address. However, he did point out that staff does have concerns about:

2. SUFFICIENT SIZE, SITE SPECIFICATIONS, AND INFRASTRUCTURE Staff Comments: The proposed project shall comply with the dimensional requirements in Table 7-3, Article 7.12.08 of the Land Development Code. The Technical Review Committee (TRC) will review the project to ensure compliance with the applicable standards.

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- **Size:** The proposed project is a 3-unit long-term attached multi-family dwelling (townhouse) on a 0.28-acre ($\pm 12,197$ SF) site. This equates to a proposed density of ± 10.7 units/acre. As previously stated, the maximum density allowed in this zoning district is 12 units/acre. The subject project shall comply with all buffering and open space requirements, while accommodating all required facilities.
- **Access and Internal Circulation:** Based on the site plan provided, vehicular access to the properties is being proposed from the Airport Road public Right-of-Way (ROW). Mr. Butler did point out to the members that the City Engineer has established this access as a danger to public safety. The project shall comply with the design standards per LDC Section 8.04.00, Access Management, and staff is recommending either a condition that no vehicular access or curbside trash pick-up be located along Airport Road to mitigate any negative safety impacts, or denial of the application due to a public safety hazard on Airport Road.
- **Urban Design Enhancement:** The project is being proposed on a currently vacant lot within the Multi-Modal Transportation District (MMTD) and shall implement the required design standards such as the 10' wide sidewalk, street trees, and pedestrian amenities, per LDC 8.09.03.A. The project shall also comply with LDC Section 8.06.00, Vehicle and Parking Standards, while also providing the necessary screening, buffers, sidewalks, landscaping, setbacks, and open space as required by the LDC.

3. PROPER USE OF MITIGATIVE TECHNIQUES Staff Comments: The project shall comply with LDC Section 10.03.02, Stormwater Management and all other applicable mitigative techniques to ensure that there will be no offsite impacts to the adjacent properties. During the pre-application phase and during the application review, staff identified a safety issue concerning access from Airport Road. Per LDC Article 804.02.B., Corner lots fronting on streets with different classifications, as defined in Article 8, Table 8-1, shall be accessed from the street with the lower classification. Based on the information provided, the LPA should either recommend denial, or condition any approval on prohibiting access to the site from Airport Road and if the LPA recommends approval of the request, staff recommends that the condition be set as part of the approval to prohibit access to the site from and solid waste collection along Airport Road due to the location of the property in vicinity to the Airport Road bend.

The applicant for the project introduced himself and his brother briefly explaining their background experience. He spoke of the issues that have come into play regarding his frontage to his property where he claims that 22-feet was eliminated and how he met with staff to come up with alternative solutions to safely access the property. One being access from the back through the adjacent Quail Run Townhomes property, but the property owner was not in agreement and refused to meet with him. There were also discussions regarding safety issues for trash pickup with Waste Management and how he spoke with them but was told they could not agree to his pickup plans and he has decided to negotiate with a private company to have the trash picked up, if approved.

Chairman Wood opened the hearing for public comment, with no one coming forward, he closed the public portion of the hearing and turned the discussion over to staff.

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The Land Use Attorney asked Mr. O'Connor to provide details from staff's perspective.

According to Mr. O'Connor, the orientation of the road where the curve is, specifically Quail Circle, is the cause for concern. Explaining further that a roadway can meander and/or do anything within the right-of-way. He then referred the members to the last page in the agenda item packet, where they will see the map for the abutter notices and on the map, the centerline of the right-of-way is depicted and pointed out that does not denote where the road goes. Additionally, the 22-feet of frontage was not taken away. What happened is that Quail Circle right-of-way as it intersects with Airport Road right-of-way intersects at a 90-degree angle onto Airport Road and is what's going on there. There was no approved angular or perpendicular intersection approved.

The LUA asked Mr. O'Connor if anyone could meet the code requirements with an access on Airport Road. According to Mr. O'Connor, it depends on the use. She then asked if the proposed three townhome use, could. Mr. O'Connor answered no. She asked what use could meet code with access onto Airport Road. According to Mr. O'Connor, only a single family home could.

Agency member Buhr asked if they were referencing from Chapter 8 of the Land Development Code. Mr. O'Connor answered affirmatively and also stipulated for the record that the multifamily request would not because of the access issues for the curve in the roadway. Additionally, regarding trash pickup, between the bend at Airport Road and Commons there are six single-family homes (SFH) that Waste Management picks up and SFH are a permitted use in this zoning district and not a Conditional Use, hence why they are allowed to get trash pickup from Airport Road.

Agency member Bell asked why there is not an ingress/egress from Quail Circle into the property. According to the applicant it is because of the location of the lift station requirement.

Motion to approve the Conditional Use was made by Agency member Bell with Agency member Hudson providing the second with the following conditions:

- 1. The site shall not have vehicular access from the Airport Road Right-of-Way (ROW).**
- 2. There shall be no curbside trash pick-up operations that occur on or along Airport Road.**
- 3. Subject to a Major Development Order approval**
- 4. Subject to any and all local, State or Federal permits as applicable.**

Agency member Ledbetter asked what staff proposes be the answer to the access issues since no vehicular access from Airport Road will be allowed. According to Mr. O'Connor, currently staff has no solution and cannot propose a solution for this proposed request since the owners of the HOA behind them has refused.

Agency member Buhr spoke of the compatibility issues that are in the way for this development of these townhomes as a multifamily use opposed to a single family home, which is an allowed use and offered up a **substitute motion that the Local Planning Agency recommends City Council deny the Conditional Use 22-33-CU with Chairman Wood providing the second. A roll call vote of 4-1 was taken and the motion passed, with Agency member Ledbetter casting the dissenting vote.**

C. Comprehensive Plan Chapter 7: Recreation and Open Space Element Discussion and/or Recommendation

Partially Implemented Policies & Objectives

1. **Policy 7-1.3.4: Provide Bicycle Parking Facilities.**

Prior to the next EAR (est. 2019), bicycle storage facilities or racks shall be placed at all city-owned community parks, neighborhood parks, and all beach and shoreline access points.

Parks & Recreation Committee Comment: This policy is being implemented and will continue to be further implemented through requirements shown in Table 8-6: Number of Vehicle and Bicycle Parking Spaces Required. Parks and Recreation Committee recommends this policy be kept and maintained.

The Agency members agreed with the policy recommendation.

2. **Policy 7-1.3.5: Provide Public Information Regarding Bicycle and Pedestrian Facilities.**

Prior to the next EAR, the City shall seek assistance from the Okaloosa County TDC, the Okaloosa County Board of County Commissioners, and/or other appropriate support to print and distribute a pamphlet and/or map illustrating bicycle and pedestrian routes leading to beach access points and other major destinations with the City. This pamphlet and/or information shall be posted on the City's internet site.

Parks & Recreation Committee Comment: This policy will be implemented through the Wayfinding Master Plan and Program. Parks and Recreation Committee recommends this policy be kept and maintained in the Comprehensive Plan. Also, the Parks & Recreation Committee further motioned and approved that alternative mobility device parking other than bicycles should be provided at Public Park Facilities. If the LPA agrees with this motion and recommendation from the Parks & Recreation Committee. Staff will research and develop standards for alternative mobility device parking.

The Agency members agreed with the policy recommendation and Chairman Wood spoke of wanting this policy to come before the Public Works/Public Safety Committee for their review and discussion and input prior to going public. According to Mr. O'Connor, it will be a part of the Wayfinding Policy, but he would ensure that it will go before that committee.

Policies & Objectives to be implemented through the LDC Update

1. Policy 7-1.2.5: Vertical Open Space and Scenic Vistas. Waterfront views and vistas are important to the character and quality of life for Destin residents as well as for maintaining a viable tourism economy. Site development shall occur in a manner that retains views to shoreline areas for adjacent inland properties, public places, streets, and bicycle pathways. Prior to the next Evaluation and Appraisal Review (EAR) estimated to be in 2019, the LDC shall provide standards that address site development, building mass and height, and fencing design that promote waterfront views and vistas.

Parks & Recreation Committee Comment: This policy has somewhat been implemented through LDC Section 7.09.03 – Design Review Requirements for view corridors. However, the regulations do not have any real specific standards for development. To fully implement this policy, View Corridors must be identified, prioritized and specific standards for building massing and location must be developed. Staff has identified several locations of view corridors that consist of Right of Way with direct access to the Gulf of Mexico, Choctawhatchee Bay, or bayous, (please see attached map). Are there any specific view corridors that the LPA wants to identify and recommend?

Agency member Bell spoke of her problem that she has with the little building that is located on the beach acquisition property in Crystal Beach that is blocking the view corridor and questioned why it could not be moved to James Lee Park, where the County should have it.

Policies & Objectives to be implemented through the LDC

Update 1. Policy 7-1.2.5: Vertical Open Space and Scenic Vistas

Waterfront views and vistas are important to the character and quality of life for Destin residents as well as for maintaining a viable tourism economy. Site development shall occur in a manner that retains views to shoreline areas for adjacent inland properties, public places, streets, and bicycle pathways. Prior to the next Evaluation and Appraisal Review (EAR) estimated to be in 2019, the LDC shall provide standards that address site development, building mass and height, and fencing design that promote waterfront views and vistas.

Parks & Recreation Committee Comment: This policy has somewhat been implemented through LDC Section 7.09.03 – Design Review Requirements for view corridors. However, the regulations do not have any real specific standards for development. To fully implement this policy, View Corridors must be identified, prioritized and specific standards for building massing and location must be developed.

Staff has identified several locations of view corridors that consist of Right of Way with direct access to the Gulf of Mexico, Choctawhatchee Bay, or bayous, (please see attached map). Are there any specific view corridors that the LPA wants to identify and recommend?

Policies & Objectives that need further guidance for implementation

1. OBJECTIVE 7-1.1: MONITOR THE ADEQUACY OF THE SYSTEM OF

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PARKS AND RECREATION

The City shall on an annual basis and prior to adoption of the annual capital budget, review the need for new recreation sites, beach and shoreline access points, and recreation facilities. The analysis shall be predicated on data, standards, and policies contained in the Comprehensive Plan. The analysis shall be directed toward maintaining a system of recreational sites and facilities that are responsive to user needs. Staff Comment: See comment after Policy 4.

2. Policy 7-1.1.1: Review Recreation Needs Annually.

The City shall review recreation space and facility needs on at least an annual basis for compliance with the City's levels of service standards. Staff Comment: See comment after Policy 4.

3. Policy 7-1.1.13: Evaluate Recreational Activities and Facilities at Park Sites. The City shall annually evaluate facilities and activities occurring or planned at each park site. This annual evaluation shall compare recreation space and facility demands and needs with adopted level of service standards set forth within the Comprehensive Plan. Staff Comment: See comment after Policy 4.

4. Policy 7-1.4.4: Provide Recreation Facility Standards and Guidelines. Prior to the next EAR, the LDC shall include minimum acceptable recreation facilities standards within new residential developments. Additionally, with the above specified timeframe, the City shall develop a recreation facility guideline for residential development that lists minimum acceptable recreation equipment facilities, materials, and sod or other appropriate ground cover.

Parks & Recreation Committee Comment: Objective 7-1.1 and Policies 7-1.1.1, 7- 1.1.13, and 7-1.4.4 above deal with evaluating, assessing, and setting standards for the needs of the City's Parks and Recreation system holistically. While this objective and subsequent policies are appropriate and should remain in the Comprehensive Plan, they require annual evaluation of the system based on uses and future needs. However, there is no guiding document specific to the Parks and Recreation system that drives planning for specific future needs and appropriate development thereof. Due to this gap, Parks and Recreation Committee recommended that a Parks and Recreation Master Plan be prepared to help fill this gap and guide the growth and development of the City's Parks and Recreation facilities that address the residents and visitor's needs.

5. Policy 7-1.5.1: Coordination with Other Recreation Providers. The City Recreation Committee shall host and facilitate annual meetings with the representatives of both public and private recreation providers, as well as owners of recreational properties in the City to assess the needs of the community.

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Parks & Recreation Committee Comment: This policy is implemented through the monthly Parks and Recreation Committee meetings held throughout the year. Parks and Recreation Committee recommends this policy remain in the Comprehensive plan.

6. Policy 7-1.6.3: Evaluate Potential for Beach Access Impact Fee.

Prior to the next EAR, the City shall evaluate the merits of an impact fee that can be imposed on new development to fund public beach access points demanded by new residents.

Parks & Recreation Committee Comment: Parks and Recreation Committee recommends this policy be removed from the Comprehensive plan, and impact fees collected for beach acquisition be consolidated and collected through the Parks & Recreation Impact Fee.

Motion by Agency member Hudson, seconded by Agency Member Bell that the Local Planning Agency recommends to City Council approve the suggestions of the Policies for Chapter 7 as a part of the city's Comprehensive Plan as presented.

Agency member Bell questioned if the Strategic Plan that Council has discussed for the past couple of years regarding establishing a Parks Foundation comes under the Comprehensive Plan.

According to Mr. O'Connor, there is a policy in the Comprehensive Plan for a Parks Foundation and that it too is being worked on.

The motion passed with a unanimous vote of 5-0.

D. Comprehensive Plan Chapter 10: Economic Development Element Discussion and/or Recommendation

1. Policy 10-4.1.1:

By 2014, the city shall identify where and when visitors, workers, and residents are more likely to use transit services if such services were made available at times and locations not currently offered.

Staff Comment: Staff is not aware of any studies that illustrate such data. However, this policy will be addressed within the Mobility Plan, Safety Plan, the County's Long Range Transportation Plan, and the Wayfinding Plan. Staff recommends maintaining this policy, however, change the language to require the city to identify where transit services are most needed and capable of being located, given the condition of the transportation system.

Chairman Wood spoke of how to him, a transit program will never work as long as people

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have to get in their cars and drive to a location to get on a transit bus. Adding that if people are already in their cars, they most likely would continue driving to their destination in the city. Additionally, until the city figures out who the riders are, how they get to the bus stops, and then on to their destinations, he feels it will never work. He also mentioned that the people who work in the tourist industry, if the buses do not pick up on their time schedules they need to get them to their places of employment, they are not going to use them either, and he feels there is a lot of details that still need to be worked out for it to be successful. Agency member Bell agreed with the Chairman.

2. Policy 10-1.1.3:

Within one year of the Comprehensive Plan adoption, the city with input from the Destin Area Chamber of Commerce, the Economic Development Council (EDC) for Okaloosa County and all other stakeholders shall develop a city of Destin Economic Development Plan for City Council adoption.

Staff Comment: The plan is not yet accomplished. Staff discussed with the city's Project Review Team, and all agreed the city should be the biggest proponent for a robust Economic Development plan and Program. Staff recommends that the city engage and work with the regional municipalities and business development partners to develop a comprehensive Economic Development Plan.

After a brief discussion, the agreement was to add the following language, "*to develop a regional or city specific*" Economic Development Plan. Chairman Wood pointed out that the word "Area" needs to be removed to read, "*Destin Chamber of Commerce.*"

Mr. Jason Belcher, incoming Chair Elect for the Destin Chamber of Commerce spoke of how if there is not a Destin specific Economic Development Plan in place, he would volunteer his time to help staff to get that done. Additionally, he spoke of how it is however, a good idea to have a multiregional Development Plan in place.

3. Policy 10-1.2.1:

Within one year from the Comprehensive Plan adoption to support the development and adoption of the City's Economic Development Plan, the city shall identify key regional economic indicators such as but not limited to employment rates and trends, target salary scales, housing starts and prices, new business starts, and sales tax indicators.

Staff Comment: The plan is not yet accomplished. Staff discussed with the city's Project Review Team, and all agreed the city should be the biggest proponent for a robust Economic Development plan and Program. Staff recommends that the city engage and work with the regional municipalities and business development partners to develop a comprehensive Economic Development Plan.

The Agency members agreed with the policy statement.

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4. Policy 10-2.2.1:

The City shall host a forum that will provide an environment for the business community and stakeholders to provide ideas and recommendations to update the Economic Development Plan for the City.

Staff Comment: The plan is not yet accomplished. Staff discussed with the City's Project Review Team, and all agreed the city should be the biggest proponent for a robust Economic Development plan and Program. Staff recommends that the city engage and work with the regional municipalities and business development partners to develop a comprehensive Economic Development Plan.

The agency members agreed with the policy statement.

5. Policy 10-2.2.2:

Within one year following the business forum, the City Council shall prioritize the recommendations from the input received and provide direction for implementation.

Staff Comment: The plan is not yet accomplished. Staff discussed with the city's Project Review Team, and all agreed the city should be the biggest proponent for a robust Economic Development plan and Program. Staff recommends that the city engage and work with the regional municipalities and business development partners to develop a comprehensive Economic Development Plan.

The agency members agreed with the policy statement.

The Chairman opened the hearing for any additional public comment, with no one coming forward, he closed the public portion and turned any additional discussion or a motion to the Agency members.

Motion by Agency member Hudson, that the Local Planning Agency recommends City Council approval of the suggestions for the policies of Chapter 10 of the city's adopted Comprehensive Plan as presented. Agency member Bell provided the second. In discussion, Agency member Bell asked staff if they are removing the "one year" that was previously stated. According to Mr. O'Connor, that was agreed to be a global change and has already been made. Agency member Bell suggested to add, "as discussed" to the motion. **Agency member Hudson amended her motion to add, "as discussed."** **Chairman Wood called for the vote and the motion passed unanimously.**

E. Draft Land Development Code Article 4 – Zoning Districts, Overlays and on-site regulations

According to Mr. O'Connor, staff received the annotated draft of Article 4 and clarified

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that they will not be discussing what was presented at this time and are only specifically looking over the annotations to give 3TP consultants direction and guidance for major policies on how to rewrite the final draft that will come back to them at a later time for their review and discussion.

1. **4.02.02. A.11 Compliance with Zoning District Regulations (pg. 6)** – Travel trailers, campers, tents and motor homes shall not be used for living, sleeping or housekeeping purposes when parked or stored on a lot or parcel in any zoning district, unless it is an allowed use in said zoning district and the use has been approved on said lot or parcel of land.

Currently, Mobile/Manufactured homes are only allowed in the Bay Estates (BE) zoning district as a conditional use. While a Mobile Home Development is a conditional use in the High-Density Residential district. Mobile/Manufactured homes provide another alternative for housing options; though they are perceived to not fit in, character-wise, with surrounding neighborhoods, there can be development standards required when a Mobile/Manufactured home is utilized as housing.

Staff Recommendation: Staff recommends allowing Mobile/Manufactured housing in other zones as permitted or conditionally permitted uses. Staff is requesting guidance from the LPA for direction on whether Mobile/Manufactured homes should be allowed in more zoning districts or to maintain where they are currently conditionally allowed.

Most the members agreed to keep them as is and only be allowed in Bay Estates zone and nowhere else, as it currently is designated.

Agency member Bell questioned why not remove Bay Estates at this time. Agency member Buhr spoke of how that could cause a lot of issues with incompatibility with other documents. According to Mr. O'Connor, if that is their recommendation, staff can make the appropriate amendments to the appropriate documents, as needed.

Agency member Bell proposed the following motion for mobile/manufactured homes only be a Conditional Use in High Density Residential Zoning District and in no other zoning districts. A brief discussion took place regarding what exactly it was that she was attempting to do. Agency member Bell said that her reasoning was to have it removed from the Bay Estates zoning district.

Mr. O'Connor clarified for the members that currently there are two uses, a Conditional Use for Mobile/Manufactured as a singular home in the Bay Estates Zoning District and a Conditional Use for a Mobile Home/Manufactured development in High Density Residential districts and a Conditional Use.

The LUA spoke up and informed everyone that there are Federal and State Laws regarding these types of home and suggests that this discussion be put aside until staff can get the necessary information gathered and bring back before them as an agenda item to consider. The Agency

members agreed.

2. Section 4.03.02.B Low-Density Residential – Village & Harbor (LDR-V) (LDR-H) (pg. 10 & 11)

Currently, neither the LDR-V nor LDR-H zoning districts allow Accessory Dwelling units as permitted or conditionally permitted uses. As the housing needs of the residents' change, providing appropriate alternative housing becomes increasingly necessary. Accessory dwelling units allow families and owners to give "aging-in-place" options or an affordable rental unit providing additional income. Either way, regulatory controls can be developed to maintain the character of the LDR-V and LDR-H districts while providing alternative housing options.

Staff Recommendation: Include "accessory dwelling" as a long-term residential conditional use in the LDR-V and LDR-H zoning districts.

After a rather lengthy discussion about accessory dwellings versus guest houses that could bypass the codes and possibly rent to short term. The LUA spoke up and informed the members that because of the law that is now in place that states in areas that allow for long term rentals, short term rentals cannot be disallowed either.

Motion by Agency member Bell to not accept staff's recommendation with Agency member Hudson providing the second. The motion passed with a unanimous vote of 5-0. The Chairman pointed out that there is no need to have a motion, since staff has the guidance, therefore there was no vote.

3. Section 4.03.04.B Low-Density Residential – Holiday Isle (LDR-HI) (pg. 13).

According to Mr. O'Connor, currently, the LDR-HI does not allow Accessory Dwelling units as permitted or conditional uses. As residents' housing needs change, it becomes increasingly necessary to provide appropriate alternative housing. Accessory dwelling units allow families and owners to give "aging-in-place" options or an affordable rental unit providing additional income. Either way, regulatory controls can be developed to maintain the character of the LDR-HI district while providing alternative housing options. **Staff Recommendation:** Include Accessory Dwelling Units as a long-term and short-term residential conditional use in the LDR-HI zoning district.

According to Agency member Bell, based on their previous conversation, she feels that they should not take staff's recommendation for this one as well. Pointing out that if Home Rule comes back to Local Government, and not controlled by the State Legislation. If they would change it now, they may not be able to change anything in the future.

4. Section 4.12.04.C Environmentally Sensitive Zones (pg. 246).

According to Mr. O'Connor, 4.12.04.C requires all development within any identified environmentally sensitive zone to be reviewed and approved by City Council. There are a few

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exemptions to this listed in 4.12.04.C.3.

Staff Recommendation: Staff recommends that the requirements in 5-1.6.2 & 5-1.6.2 be included in the LDC regulations and defer or require adherence to the Northwest Florida Water Management District standards concerning wetland protection and buffering. Based on the extensive list, current best practices, and a few ambiguities, Staff requests direction from the LPA regarding what developments should or should not be exempt from City Council Review in Section 4.12.04.C.3

Agency member Bell asked if they know what the few exemptions are in the environmentally sensitive zone. According to Mr. O'Connor, the few that are presumed to have an insignificant adverse effect on the wetlands protection zones are:

- Scenic, historic wildlife or scientific preserves
- Minor maintenance or emergency repairs to existing structures or improved areas
- Cleared walking trails having no structural component
- Timber catwalks and docks 4-feet or less in width
- Recreational Fishing and hunting and creation and maintenance of temporary blinds
- Cultivating agricultural or horticultural products that occur naturally on a site
- Constructing fences where no fill activity is required, the navigational access will not be impaired by construction of the fence
- Developing an area that no longer functions as a wetland, except a former wetland that has been filled or altered in violation of any rule, regulation, statute, or this code

According to Agency member Bell, she feels that everything environmentally sensitive should not have any exemptions and be closely monitored and be brought before the public for input.

Mr. Scott spoke of how all of this will be sent to the NW Florida Water Management and will be reviewed, and a lot will not be allowed.

Motion by Agency member Bell, seconded by Agency member Hudson to remove all of the exemptions regarding Section 4.12.04.C Environmentally Sensitive Zones. The motion passed with a 5-0 vote.

The members and staff briefly discussed the next steps that will be taken to make the necessary updates to create the ordinance, which will then be brought before them for their final review and recommendation to Council for adoption.

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Motion by Agency member Bell that the LPA forward a positive recommendation for the Draft Article 4 – Zoning Districts, Overlays, and On-site Regulations to City Council as presented and discussed with the Local Planning Agency’s recommendations. The motion passed 5-0.

5. OLD BUSINESS: None

6. DIRECTOR’S REPORT: None

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 8:15 p.m.

Adopted and approved this _____ day of _____ 2022.

James Wood, Jr. Chairman

Kim Montgomery, Destin City Clerk

**LOCAL PLANNING AGENCY
MEETING MINUTES
OCTOBER 13, 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, October 13, 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
Todd Buhr

Staff Members Present

Kim Montgomery City Clerk
Steven O'Connor Principal Planner
Daniel Butler Senior Planner
Ryan Scott City Engineer
Kimberly Kopp, LUA - Zoom

Community Development Director Louis Zunguze provided the members with a brief outline of what all they have accomplished so far and what they still need to achieve. He noted that they are now halfway through the entire process and thanked the member for their hard work.

3. MINUTES FOR APPROVAL:

- **August 25, 2022**
- **September 1, 2022**

Motion by Agency member Bell, seconded by Agency member Ledbetter to approve both the minutes of the August 25, 2022 and September 1, 2022 meetings as written. The motion passed 5-0.

4. NEW BUSINESS:

A. Article 4- Mobile-Manufactured Homes

The LUA explained that they are limited to what can be done, due to legalities adding that when it comes to these type of uses, they have to be treated like any other single family residential home. Therefore, staff is recommending the following:

- Update the City's definition of mobile or manufactured homes to be consistent with the States definition
- Update all references to mobile or manufactured homes to reflect

mobile/manufactured homes to be consistent with the States nomenclature.

- Maintain the use table as is regarding where mobile/manufactured homes are allowed.

Motion by Agency member Bell, seconded by Agency member Ledbetter that the LPA forward a positive recommendation of the recommended changes and updates to the LDC as presented with the following:

- **Update the City's definition of mobile or manufactured homes to be consistent with the States definition**
- **Update all references to mobile or manufactured homes to reflect mobile/manufactured homes to be consistent with the States nomenclature.**
- **Maintain the use table as is regarding where mobile/manufactured homes are allowed.**

Prior to the vote on the motion, Chairman Wood opened the public portion of the meeting for comment. With no one coming forward to speak on this topic, he closed the public portion and called for a vote. **The motion passed unanimously 5-0.**

B. Zoning District Consolidation

Mr. Butler explained staff has been reviewing the uses and dimensional characteristics that define each zoning district. Then comparing the similarities and differences between residential, mixed use, commercial, institutional, industrial, and recreational districts. The purpose of the comparative analysis is to identify possible consolidation of zoning districts based on uses, character-defining elements, and a review of the quantity of parcels zoned in a particular district. Additionally, staff ensured that no rights would be taken away by combining similar districts.

Residential Districts

Low-Density Districts

- Bay Estates (BE)
- Low Density Residential - Holiday Isle (LDR-HI)
- Low Density Residential – Village (LDR-V) & Harbor (LDR-H) - ***Consolidate the two into one District with the reasoning being the analysis of the allowable uses between LDR-V, LDR-H, are the same in regard to minimum lot sizes and dimensional requirements.***

Agency member Buhr asked staff to explain why they feel the need to do this.

According to Mr. Zunguze, the whole point of this is there are too many zoning districts for this community and staff is looking for the commonalities in the districts and combine those found that have the same uses and densities and to minimize as many

inconsistencies as much as possible to not create any non-conforming uses.

Medium & High-Density Districts

- Medium-Density Residential - Village (MDR-V)
- Crystal Beach Neighborhood (CBN)
- Medium-Density Residential HI (MDR-HI) & High-Density Residential
- (HDR) - *Consolidate to one District since they have the same use requirements, both allow permanent and seasonal single family detached and multifamily detached, with the exception of the Mobile Home/Manufactured homes that has already been discussed earlier.*

Mixed-Use Districts

- Residential, Office, Institutional - Tourism Development (ROI-TD) & Crystal
- Beach Resort (CBR) - *Consolidate into one District, this is unique because ROI-TD does not allow for permanent single-family detached units. These would not be losing any rights and would be gaining rights or uses available to them.*

Mr. Butler spoke of how ROI designation needed to be addressed and the decision was to have it redesignated to Residential.

Agency member Buhr stated how to him, all of the ROI's are a problem and has suggestions on how to make them easier for everyone and how he would be glad to meet with staff to provide more input.

Chairman Wood spoke of how he prefers the idea of the Agency members working with staff prior to the meetings to work out those kind of issues that could get bogged down in a meetings, then staff could brief them with the results of those discussions at one of their next meetings.

- Residential, Office, Institutional - Crystal Beach Residential
- Residential, Office, Institutional - Village Residential
- Calhoun Mixed Use & Calhoun Mixed Use - Village - *Consolidate to one District*

Mr. Butler explained staff's recommendation for Calhoun Mixed Use & Calhoun Mixed Use - Village is to consolidate the two and have short term rentals as a conditional use rather than permitted, that way the use is not taken away and it would still come before them and Council for their consideration. There was a brief discussion on this topic regarding how many parcels there are and ultimately everyone agreed to staff's recommendation to combine the districts and make short term rental a Conditional Use.

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- North Harbor Mixed Use
- South Harbor Mixed Use
- Town Center Mixed Use
- Gulf Resort Mixed Use
- Holiday Isle Mixed Use & Bay Resort Mixed Use - *Consolidate to one District - ideally these would be dissolved and become Commercial General and eliminate the Bay Resort Mixed Use designation.*

Commercial Districts

- Commercial Limited & Commercial General - *Consolidate to one District, this is one parcel located in a shopping center that has Piazzo Italian Restuarante.*
- Commercial Trades and Services

Other Zoning Districts

- Recreational
- Conservation
- Institutional
- Industrial
- Airport

In closing, Mr. Butler explained these are linked to almost all the strategic goals of the city and using staff's analysis, the zoning districts would be reduced from 28 to 22. Additionally, staff is not looking for a formal recommendation at this time, and these will be brought back to them in a staff report, once all the changes have been incorporated.

Agency member Bell spoke of how she would soon like to address the lands that were once designated Conservation in the city that were quietly changed.

Chairman Wood reminded the members that there is a design manual that will be coming before them and a lot of items of concern will be discussed then, that don't need to be discussed at the LDC level.

Agency member Bell stated that someone had asked her why there are Conditional Uses, why not just either allow the use or disallow them.

According to the LUA, from a legal standpoint, we do not have to have them, however, direction from Council was that they wanted to have them because they felt that certain uses didn't need to be prohibited all the time. Additionally, under certain conditions, they may be appropriate and is why they put some uses as conditional, which would enable them to review and determine if they would be appropriate or not.

5. OLD BUSINESS: None

6. DIRECTOR'S REPORT: None

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 6:30 p.m.

Adopted and approved this _____ day of _____ 2022.

James Wood, Jr. Chairman

Kim Montgomery, Destin City Clerk

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**MINUTES OF THE
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL, SEPTEMBER 26, 2022 - 5:00 P.M.**

1. CALL TO ORDER:

Chairman Hoey called the Destin Harbor and Waterways Board meeting to order at approximately 5:00 p.m. on Monday, September 26, 2022, at Destin City Hall, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

<u>Member Present:</u>	<u>Members Absent</u>	<u>Staff:</u>
Richard Hoey	Harvey Hurst	Kim Montgomery Deputy City Clerk
Jim Green	Casey Jones	Steve O'Connor
Bill McKissick	John Stephens	Sae More Planner
Guy Tadlock		Kyle Bauman City Attorney

3. PUBLIC COMMENTS:

None

4. NEW BUSINESS:

Motion by Chairman Hoey with Board member Tadlock providing the second to set aside the order of the day to move item A to the C position.

A) Single-Family Residential Marine Construction Proposed at 155 Calhoun Avenue

Miss More explained the applicant is requesting the Harbor and Waterways Board's approval for single-family marine construction located at 155 Calhoun Avenue, located within the Choctawhatchee Bay, a Class II Florida Waterbody. The proposed marine construction project meets the following requirements of Section 11.05.00, City of Destin Land Development Code (LDC), in addition to providing the 25-foot riparian setback, the proposed project meets the following:

- 11.05.01.A – Construction of new dock
- 11.05.01.C, 11.05.01.D – Waste Disposal into the Harbor and Waterways of Destin
- 11.05.01.F, 11.05.01.G, and 11.05.01.M – Length of the pier

Additionally, the applicant provided a receipt of submittal from Florida Department of Environmental Protection (FDEP) of Self-Certification, File #0424960001EE. City Staff reviewed the application and determined that the plans comply with City Codes and regulations. Specifically, the proposed dock complies with LDC Section 11.05.01.M, Marina Siting, and the Coastal Management Element of the City's Comprehensive Plan (Coastal Management Element Policy 6-1.1.3). Staff recommends approval of the single-family marine construction project proposed at 155 Calhoun Avenue, consisting of one (1) 175' x 24' pier with a 24' x 8' terminal

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landing, and one (1) 4'x16' finger pier, comprising a total of ±996 square feet, subject to the applicant meeting all applicable City permit requirements.

Motion by Vice Chairman Green seconded by Board member Tadlock to recommend City Council approve the request of the single-family marine construction project proposed at 155 Calhoun Avenue, consisting of one (1) 175' x 24' pier with a 24' x 8' terminal landing, and one (1) 4'x16' finger pier, comprising a total of ±996 square feet, subject to the applicant meeting all applicable City permit requirements. The motion passed 4-0.

B) Commercial Marine Construction Proposed at 105 and 109 Calhoun Avenue

Miss More explained the applicant is requesting the Harbor and Waterways Board's approval of their application for Harbor and Waterways Board review for the construction of a 26-slip commercial marina consisting of one (1) 392' x 8' access pier, one (1) 171' x 9' terminal platform, six (6) 30' x 4' finger piers, four (4) 25' x 3' finger piers, and two (2) 21' x 3' finger piers, comprising a total of ±5,821 square feet. Additionally, the applicant is proposing to provide a Water Taxi Boarding Area. The proposed commercial marine construction project located at 105 and 109 Calhoun Avenue, located within the Choctawhatchee Bay, a Class II Florida Waterbody. Additionally, the proposed marine construction project meets the following requirements of Land Development Code (LDC) Section 11.05.00, in addition to providing the 25-foot riparian setback on the south side of the dock,

- 11.05.01.A – Construction of new dock
- 11.05.01.C, 11.05.01.D – Waste Disposal into the Harbor and Waterways of Destin
- 11.05.01.N – Slip density
- 8.09.03.A.9.d - Water taxi stop

Miss More also stated that the applicant has provided permits from both Florida Department of Environmental Protection (FDEP), Permit No. 0317602-002-EI/46 and U.S Army Corps (USACE) of SAJ-2019-03226 (SP-SWA). City staff has reviewed the application and determined that the plans comply with city codes and regulations, aside from the Variance requested for the maximum length of the dock which will be heard before the Board of Adjustment on October 5, 2022. The plans show 208 feet of waterfront allowing for a 312' long pier. The proposed project is proposing a 392' long pier. The excess length is due to an identified environmentally sensitive area of sea grass within the first 100+/- feet of the pier. There are inconsistencies in the requested number of slips illustrated on the "revised" site plan submitted to the city versus the site plan submitted to the Florida Department of Environmental Protection (FDEP) and the United States Corps of Engineers (USACE). The number of slips on the approved USACE and FDEP plans are thirty-three (33). However, the applicant is requesting twenty-six (26). Twenty-five (25) commercial slips plus one (1) transient slip identified as a "Transient Mooring Area." This transient mooring area is considered a slip and therefore shall only allow for one (1) transient vessel at a time. It is worth noting there are two existing docks at the site and

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portions of both structures exist within 25' of the riparian lines. The dock to the south will retain one boat slip or lift as identified on the site plan. The dock to the north is identified to have the existing boat lift removed. However, the dock layout is remaining untouched.

Staff recommends approval of the 25-slip commercial marina, also proposed to include a Water Taxi Boarding Area and 1 transient mooring slip, proposed at 105 & 109 Calhoun Avenue. The project consists of one (1) 392' x 8' access pier, one (1) 171' x 9' terminal platform, six (6) 30' x 4' finger piers, four (4) 25' x 3' finger piers, and two (2) 21' x 3' finger piers, comprising a total of 5,821 square feet, subject to the decision of the Board of Adjustment on the variation from the maximum permitted length of the dock, as well as the following conditions:

1. Conditioned upon the Board of Adjustment's approval for the requested 392' pier length.
2. Signs shall be posted along the existing docks that state "No Moring" along the length of the dock where there is no approved or identified slip per the submitted site plan.
3. Conditioned upon only one (1) transient vessel moored at any time in the area identified as "Transient Mooring Area" on the site plans.
4. No vessels utilized at the Heron's Nest marina shall have on-board toilets, per LDC 11.05.01.I, unless addressed within the Development Order process.
5. The Water Taxi Stop area shall meet all the standards for a Water Taxi Stop per 8.09.03.A.9.d – Water Taxi Stop.
6. The proposed dock shall install a white navigation/security night-light installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year and it shall be installed prior to the issuance of a Certificate of Completeness (CC) per LDC 11.05.01.U.
7. The proposed dock shall provide appropriate firefighting equipment and facilities as specified by the Fire Marshall per LDC 11.05.01.V.
8. At the time of marine construction permit application submittal, the applicant shall provide the city with revised and approved plans from FDEP and USACE reflecting 25-slips, plus one transient slip and the water taxi boarding area. The plans shall not deviate from the approved dimensions as presented or as approved by the Harbor and Waterways Board, the Board of Adjustment, or City Council.

Chairman Hoey opened the public portion of the meeting for any comment. With no one coming forward, he closed the public and asked the members for any discussion or a motion.

Agency member Tadlock asked Mr. Buckingham the following, if the project would have a net environment fee assessed and spoke of the need for projects to have pump outs.

According to Mr. O'Connor, this project does not, being that it is not on the harbor. Mr. Buckingham explained to the members this project is for Bay fishing only and there are not any charter boats with heads planned for the project, and if they would change that, he, as they all know, would have no problem installing one.

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Mr. Tadlock asked about the riparian line on the eastern side, as it looks to coincide with the property line and thought it needed to be 25-feet out.

According to Mr. O'Connor, the language in the code states that projects must be 25-feet from the property line and not riparian line, and that portion of the dock he is referring to is on the riparian line.

The Chairman brought up the letters of concurrence for the adjacent property owners.

According to Mr. Buckingham, the adjacent property owners are the city of Destin and the other is present at this meeting. Additionally, the FDEP and the ACE has approved and issued the necessary permits for the project.

Mr. O'Connor reminded the members staff is required to mail letters of notifications to the adjacent property owners, which staff has done so.

Board member Green asked why slips 28, 29, & 30 were removed from their application.

According to Mr. Buckingham, they were only allowed to have x-number of slips, and even though the ACE and the FDEP approved them, staff explained per code, they could not have that many slips, so they were removed. Mr. O'Connor explained that the density for that zone is one per eight feet, which allows 26-slips.

Board member Green asked about the process for the dock length that is necessary because of the sea grasses present and the shallowness of the water. According to Mr. O'Connor, usually they would go before the Board of Adjustment first however, due to time constraints, staff needed to bring this project before this board first.

Board member Green spoke of how well the project is planned and the location and spoke in favor of the project.

Board member McKissick asked if they would have any rental boats, all charter type boats or all personal boats. According to Mr. Buckingham, they will be strictly bay fishing boats.

The Chairman spoke of the importance to have a white navigational light at the end of the of the dock, especially with this project being so far out into the water for safety purposes. He also spoke positively of the protective railings that they have planned to provide safety as well as impeding anyone from trying to tie up and dock, which is not allowed, as well as the No Mooring signage.

Motion by Board member Green for the Harbor and Waterways Board recommend City Council approval of the Commercial Marine Construction project located at 105 and 109 Calhoun Avenue, subject to the recommended Staff conditions and all applicable

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Federal, State, and City permit requirements including the No Mooring signs on existing docks, with Board member McKissick providing the second.

Chairman Hoey opened the public portion of the meeting for any comments. With no one coming forward to speak, he closed the public for comments and called for the vote. **The motion passed with a unanimous vote of 4-0.**

C) Draft Land Development Code Marina Siting Section of the Draft Article 4 – Zoning Districts, Overlays, and on-site regulations.

According to Mr. O'Connor, staff is prepared to take any comments or inclusions the board wishes to make or anything they notice that didn't make it into Section 4.11, or a recommendation that will be included in the draft, which will come back to them later, after the tentatively scheduled Council workshop on October 27th.

The Chairman mentioned that since they did not receive their packet until just today, they may need more time to review it all. However, he does have some comments to make since he was able to review it from the agenda center on the city website.

Mr. O'Connor explained to the members that if the issues are process related, they were moved to Article 2 and if its regulation related, it stays in Article 4, Section 11.

Chairman Hoey mentioned the following:

- Include rebuilds into the language
- Self-certifications 1000 sq. foot or less in 4.11(B)

Board member Green referred to section A-4, Docks shall not be constructed which permits commercial docking of boats without onboard toilets unless the dock is equipped with sewage pumps and asked if this applied to only new construction.

According to Mr. O'Connor, because he is not 100% positive on the nonconformity language he does not want to misquote it to them and he will get the answer and bring that information back. However, specifically for new construction, the language is if a structure is demolished or destroyed to a certain percentage, they're allowed to rebuild as it was.

Chairman Hoey spoke of the 25-foot setback used by the FDEP as well as the 10-foot setback for parallel docks along the shoreline, and asked Mr. O'Connor to have it added to the language in the Code for Holiday Isle for consideration of adoption. For clarification purposes, Mr. O'Connor asked if he would like to have the following language added throughout and not just Holiday Isle.

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According to the Chairman, all docks anywhere in the city limits if the owner is wanting to build within 25-feet, or a 10-foot setback for a marginal dock, it needs to come before them for consideration and a recommendation.

After a brief discussion on this topic, the members agreed that any project where the owner is wanting to go into the riparian rights of the adjacent property, it should have to come before the Harbor & Waterways Board for recommendation for approval.

Mr. O'Connor informed the members that staff has already directed the consultant, 3TP to identify projects as Category 2, meaning they come before the Board for recommendation to City Council for a Consent Agenda approval if they break projected riparian setbacks.

Board member Green asked Mr. O'Connor to explain what is meant by the statement, in Section B, #6, "What shoreline shall require protection from erosion as determined by the city."

According to Mr. O'Connor, if there is an identified area of erosion along a shoreline, then wherever it is in the city, that property owner would have to take the appropriate measures to mitigate that erosion by whatever would be the best mitigative techniques along a shoreline.

Board member Tadlock spoke of how marginal docks on Holiday Isle are referred to as parallel docks and are limited to 6-feet beyond the property line and no mooring pilings are allowed outside that 6-feet. Additionally, the parallel docks are allowed from property line to property line. Where essentially, someone could walk up and down the canal, if not fenced, and so far, he is not aware if anyone has objected to those parallel docks being connected. Adding that the only areas of Holiday Isle where they are allowed is Sandpiper Cove, Holiday Isle, and Harbor Lights, and he would like for staff to work with Architect Review Board for the appropriate language regarding those. Additionally, in the General Regulations, Item #3, he feels the city needs to think about how more and more fuel is being unloaded at private residences on the canals in the harbor and how he is concerned for the water quality because of this. He also spoke of how he doubts there is sufficient booming taking place for these type deliveries in case there is a fuel spills, and spoke of an incident that once took place at one of the residences who had their fuel for their boat brought in, and feels there should be a limit on or not allow dispensing of large amounts of fuel in residential areas.

Board member Green asked if the covenants requirements supersede city codes. According to Mr. O'Connor, city staff only enforces city codes and if a covenants is stricter, staff will still permit the structure to meet city codes, but the owner would still have to adhere to their HOA.

Board member Tadlock suggested the city codes to reflect the HOA rules to be consistent.

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Mr. O'Connor he pointed out that if each HOA has different requirements asking staff to adhere to each one's rules sets up staff to possibly make mistakes. Therefore, it's best to just have one set of rules to adhere to, to keep that from happening. However, if that is their directive, staff will draft it to bring before City Council.

Board member Green stated that to him, the contents of what they have reviewed is going in the right direction.

Mr. O'Connor informed the members that staff will input their comments and bring them back before them to review at a future date.

5. PUBLIC COMMENT:

None

6. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 6:40 p.m.

Adopted and approved this _____ day of _____ 2022.

Richard Hoey, Chairman

Kim Montgomery, Deputy City Clerk

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: 10/06/2022

SUBJECT: Procurement Policy - Resolution 22-10

I. BACKGROUND: At the July 7, 2022 regular council meeting, Councilman Bagby presented two options for revisions to the City's current purchasing policy, Resolution 19-07. Council members expressed their preference for the version that incorporated a clear table depicting threshold levels with procedures and authority.

The City Charter Section 1.01 authorizes the City to adopt, amend, and repeal resolutions, to provide municipal services, and to appropriate and expend money for public purposes. Section 3.13 and 3.14 of the City Charter describe the budget adoption process to include internal transfers and amendments to increase or decrease appropriations for expenditures.

II. DISCUSSION: The primary differences between Resolution 19-07 and the proposed Resolution 22-10 are as follows:

Article 1: Purchasing agent designations

Revised and clarified purchasing agent authority and designations and removed redundant paragraphs, and added definitions of capital purchases as follows:

Equipment	\$10,000
Buildings and Improvements	\$10,000
Infrastructure	\$10,000
Improvements – Other	\$10,000
Land	All

Article 2: Purchasing thresholds, categories and procedures.

The main change is to increase the City Manager's purchasing approval authority from \$15,000 to \$35,000 for budgeted items, and increase the requirement for open competitive bids from \$15,000 to \$35,000. For non-budgeted items the City Manager's purchasing authority is increased from \$15,000 to \$25,000. The next major change is the addition of a table outlining the purchasing thresholds, procedures and approval authority. In Resolution 19-07, Article 3 described procedures for purchases in excess of \$15,000. In Resolution 22-10 the this verbiage is incorporated into Article 2 at the new threshold level of purchases over \$35,000 for budgeted items and \$25,000 for non-budgeted items.

Articles 3 (formerly 4) Division of purchases limitations

No change.

Article 4 (formerly 5) Emergency Purchases

Emergency purchases over \$25,000 will be brought to the earliest available City Council meeting for review.

Article 5. (formerly 6) Federally Funded Procurement Rules

We removed reference to the Federal Transit Administration, and added examples of FEMA, RESTORE, CARES and ARPA.

Article 6 (formerly 7) Purchasing Manual

No changes.

Article 7 (formerly 8) Exemptions to Bid Requirements

Updated the reference to F.S. 287.055 Consultants' Competitive Negotiations Act (CCNA) and clarified "piggy-backing" situations.

Article 8 (formerly 9) Exemption to Purchasing Resolution

No changes.

Article 9 (formerly 10) No Bid Received Procedure

No changes.

A. Link to Strategic Goals / Objectives: I. Financially Sound City Providing Service Excellence

2.4 I. Present the updated procurement policy to Council for their consideration in Oct., 2022.

B. Effect on Budget (EOB): No effect on budget.

C. Level of Service (LOS): Improves purchasing efficiencies.

D. Legislative Sponsor: Jim Bagby

III. CONCLUSION: Staff recommend adoption of Resolution 22-10 Purchasing Procedures.

IV. RECOMMENDED MOTION: I move to adopt Resolution 22-10 Purchasing

Procedures.

Attachments:

1. Resolution 19.07 - Purchasing Policy
2. Purchasing Resolution 22-10 display changes final
3. Purchasing Resolution 22-10 clean version 11.2

RESOLUTION 19-07

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, RELATING TO THE AMENDMENT OF COMPREHENSIVE PURCHASING PROCEDURES; PROVIDING FOR AUTHORITY; PROVIDING FOR DESIGNATION OF PURCHASING AGENT AND SPECIFIC DUTIES; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES NOT EXCEEDING \$15,000; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES EXCEEDING \$15,000; PROVIDING FOR DIVISION OF PURCHASE LIMITATION; PROVIDING FOR EMERGENCY PURCHASES; PROVIDING FOR FEDERALLY FUNDED PROCUREMENTS; PROVIDING FOR THE ESTABLISHMENT OF A PURCHASING MANUAL; PROVIDING FOR EXEMPTIONS FROM FORMAL BID REQUIREMENTS; PROVIDING FOR EXEMPTION TO RESOLUTION; PROVIDING A NO BID RECEIVED PROCEDURE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is desirous of amending its comprehensive purchasing thresholds and procedures, which provides for objective criteria used in the City of Destin's purchasing.

WHEREAS, the City of Destin maintains that it is financially prudent to adopt these procedures by resolution due to continuous changes in the economy and growth within the City of Destin whereas the procedures were previously in Resolution 18-05.

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

SECTION 1. AUTHORITY. The authority for the enactment of this resolution is Chapter 166.021, Florida Statutes and Section 1.01 of the City Charter.

SECTION 2. PURCHASING PROCEDURES AMENDED. Purchasing Procedures of the City is hereby amended as follows:

Article 1. Purchasing agent designated; specific duties:

A. Authority

1. The City Charter does not designate sole procurement authority in any specific official positions or offices. Per Section 4.01 of the City Charter, the City Manager serves at the pleasure of the City Council. Recognizing this authority. The City Council reserves the right, upon majority vote of the City Council, to exempt specific procurements (RFPs, RFQs, ITBs, or other bidding mechanisms), or specific contracts from either (1) some or all of the provisions of this Resolution, or (2) any other procurement policies or manuals governing procurements by the City of Destin.

2. Procurements and contracts are, by default, subject to this Resolution, unless specifically exempted by a vote of the City Council. However, if the City Council identifies an item it wishes to exempt from the Resolution, then any motion shall identify that the procurement shall be exempted because it is necessary to protect the health, safety, and welfare of the Citizens of Destin. Additionally, if a bidding document is required for the procurement, such as an RFP or ITB, then the document shall contain detailed instructions of how it will be administered. If the bidding document lacks directions as to any parts of its administration, then the applicable portions of this document shall act as default rules and procedures.

3. Any bid challenges to an exempted procurement shall follow the City's default challenge procedures.

4. Any procurements that are issued as part of any state or local grant programs, will require furnishing of the City's procurements policies as part of the application process or qualification process, shall not be eligible to be exempted from the standard procedures set forth below.

5. If the City Council exempts a procurement from this Resolution, then pursuant to Sections 4.01 and 4.05(d) of the City Charter, the City Council expects the full cooperation of the City Manager to ensure sufficient City staff members, and City resources are dedicated to administer all aspects of the exempted procurement.

6. Additionally, since the City Manager will not be directing the issuance of bidding documents for any said procurement, then any bidding documents requiring a signature of a Destin official, shall be signed by the Mayor, or Mayor Pro Tem if the Mayor is unavailable.

7. The City Manager or City Manager's designee shall be the purchasing agent for the City. All procurements made under this Resolution must only adhere to binding Florida Law, City Law, or Federal Law, and are not to be limited by any rules of any voluntary trade associations or voluntary professional associations (if a certain profession legally mandates membership in a trade or professional association, then the trade or professional association is not voluntary).

8. The City Manager shall be responsible for:

A. The purchase of supplies, materials and equipment, and contractual services required by any office, department or agency of the City.

B. The storage and distribution of all supplies, materials and equipment required by any office, department or agency of the City.

C. Establishing written specifications, whenever practicable, for supplies, materials and equipment and contractual services required by any office, department or agency of the City. Such specifications to the extent practicable should be definite and certain. Such specifications should be designed to permit full and open competition.

D. Maintaining, whenever practicable, a perpetual inventory record of all materials, supplies or equipment stored in storerooms or warehouses of the City.

E. Soliciting and maintaining an up-to-date list of qualified vendors who have requested their names to be added to the bidder's invitation list. The purchasing agent shall have authority to remove temporarily the names of vendors who have defaulted on their quotations, attempted to defraud the City or who have failed to meet established specifications or delivery dates.

F. Obtaining purchases and contractual services in an environment of full and open competition as is practicable.

Article 2. Purchasing procedures for purchases not exceeding \$15,000:

All supplies, materials and equipment, and contractual services, except as otherwise provided herein, when the estimated cost thereof does not exceed \$15,000 may be approved by the City Manager and purchased pursuant to the following procedures:

1. Any purchase of supplies, materials and equipment not exceeding \$1,000 may be made by any authorized employee and shall be evidenced by a receipt, which the employee shall deliver to the Finance Department. No advertising is required.

2. Any purchase of supplies, materials and equipment between \$1,001 and \$5,000, shall be approved by the Department Head, Finance Director, and City Manager. The Department shall solicit a minimum of three (3) electronic or written quotes. If only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Quotes must be memorialized in a memo and attached with the memo to the invoice. No advertising is required.

3. Any purchase of supplies, materials, equipment or services between \$5,001 and \$15,000 must be requested by a purchase requisition and shall be approved by the Department Head, Finance Director and City Manager. No purchases shall be made prior to the issuance of a purchase requisition except in emergency situations, which require immediate purchase, before the issuance of the purchase requisition, in which case a written explanation must accompany the request. The Department shall obtain three (3) written quotes, and if only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Written quotes are required on vendor stationery and attached to the requisition. No advertising is required.

Article 3. Purchasing procedures for purchases exceeding \$15,000:

1. All supplies, materials and equipment, and contractual services, except as otherwise provided herein, when the estimated cost thereof exceeds \$15,000, shall be purchased by written contract from the lowest or best responsive responsible bidder, after due notice inviting proposals.

2. Before any purchase or contracts for supplies, materials and equipment, or contractual services under this Section are made, the purchasing agent shall give ample opportunity for competitive bidding. All bids shall be in writing. Competitive bidding shall be encouraged for all purchases and contracts for supplies, materials and equipment, and contractual services. In the event a state, civil, or other emergency is declared, the requirements of this Article shall be suspended as provided in Article 5.

3. All contracts for the City supplies, materials and equipment, or contractual services under this Article except as otherwise provided herein, shall be awarded to the lowest or best responsive responsible bidder after publication in a newspaper of general circulation in the City or any other newspaper that the bidding department determines will bring the most bid activity to the City. The notice must appear at least fourteen (14) days prior to the day set for receipt of proposals or equal the timeline established for bidding requirements in the Florida Statutes. The newspaper notice required herein shall include a general description of the supplies, materials and equipment, or contractual services to be purchased, shall state where bid blanks and specifications may be secured, the time and place for opening bids, shall state whether or not a bid deposit is required and the amount if required, shall state whether or not a performance bond is required, shall state whether or not a payment, labor, or material bond is required, and shall state the City shall have the authority to reject any or all bids, parts of all bids, or all bids for any one or more supplies, materials and equipment, or contractual services included in the proposed contract.

4. The City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding \$15,000.

Article 4. Division of purchases limitation:

No contract or purchase shall be subdivided to avoid the purchasing requirements of Articles 2 and 3 of this Resolution.

Article 5. Emergency purchases:

1. Natural Disasters. If the State of Florida or the City declares a state or civil emergency, all normal purchasing procedures and requirements, as set forth herein shall be suspended and the following procedures shall apply:

A. The City Manager or City Manager's designee shall be empowered to secure any needed emergency supplies, materials and equipment, or contractual services using the most efficient and effective procurement methods as in the best interest of the City. If the cost of any purchase exceeds the current formal bid threshold, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

B. With the approval of the City Manager, the head of any department may purchase any needed emergency supplies, materials and equipment, or contractual services, using the most effective procurement method, as determined by the department head, who made the emergency purchase necessary. If the cost of any purchase exceeds \$15,000, a full report of such purchase

shall be made to the City Council at the earliest available City Council meeting.

C. The City Manager may request other governmental entities to purchase for the City any needed emergency supplies, materials and equipment, or contractual services or the City may purchase from another governmental entity any needed emergency supplies, materials and equipment, or contractual services such governmental entity has available. If the cost of any purchase exceeds \$15,000, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

2. All other emergencies. In the event of an emergency, which is not declared a state or civil emergency, such as an equipment failure, catastrophic damage to city property, or other similar unexpected event, all normal purchasing and requirements directly related to such emergency shall be suspended and with the approval of the City Manager, the head of any department may purchase any required emergency supplies, materials and equipment, or contractual services. The head of such department shall send to the City Manager a copy of the delivery record, if applicable, together with a full written report of the circumstances of the emergency. If the cost exceeds \$15,000, a full report of each such purchase shall be made to the City Council at the earliest available City Council meeting.

Article 6. Federally Funded Procurement Rules:

Purchases utilizing Federal Transit Administration (FTA), Federal Emergency Management Agency (FEMA) or other Federal funds must conform to applicable Federal law, including: 2 CFR Part 1201 incorporating 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and comply with all requirements of FTA Circular C 4220.1F, as amended from time to time. Contracts utilizing Federal funds shall include all required Federal contract clauses.

Article 7. Purchasing Manual:

For the purposes of clarifying operating instructions, the City Manager shall have the authority to establish and amend from time to time, a Purchasing Manual, the contents of which shall be consistent with this Resolution.

Article 8. Exemptions to Bid Requirements:

The following situations are exempt from formal competitive bid requirements of Article 3, except that the City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding \$15,000:

1. Professional Services: Contracts for professional services involving particular skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding. A written contract or engagement letter in each instance shall be required. Nothing herein affects the requirements of the Florida Consultants Competitive Negotiation Act or City Resolution 01-13.

2. Sole-Source Supplies: Sole source supplies, available from only one source, such as unique, patented, or franchised supplies.

3. Bids and contracts from other entities: Where the City Council finds that it is in the best interest of the City to use formal written contracts or competitive bids of other governmental entities.

4. Cooperative Purchasing: Orders or contracts for supplies, materials, services and equipment that are cooperative purchases with other units of government, when, in the discretion of the City Manager, the best interests of the City would be better served thereby.

5. State Contract: Orders or contracts for supplies, materials and equipment which are the subject of contracts with the State of Florida, as set forth in Section 287 of the Florida Statutes, as amended from time to time, or with the United States Government, in the discretion of the City Manager.

6. Computer Equipment and Peripherals: Orders or contracts for personal computers, printers, associated parts, and software and communications services, (i.e. telephone and wireless services, which services are not considered a sole source supplier), All purchasing of IT hardware and software must be approved by the IT director or his designate prior to purchasing to ensure uniformity throughout the City.

7. Unique Circumstances: Under unique circumstances in which the City Manager and/or the City Council finds that compliance with the purchasing procedures will harm or prejudice the City.

Article 9. Exemption to Purchasing Resolution:

The following situations are exempt from this purchasing resolution and are within the approval authority of the City Manager or City Manager's designee:

1. Emergency Purchases: As defined in Article 5 above.
2. Seminar registrations and professional membership dues, fees, and publications.
3. Purchase of local utility service, excluding communications, (i.e. telephone and wireless services), which services are considered a sole source supplier.
4. Purchase of print and electronic media for the Library.
5. Postage expenses, when billed by a vendor at the currently prevailing rates established by the U.S. Postal Service.
6. Advertising.

Article 10. No Bid Received Procedure:

Where no bid has been received after publication of a bid/proposal, the City Manager is authorized to solicit products or services or seek other alternatives for purchasing, such as cooperative purchasing agreements.

SECTION 3. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid all other provisions thereof shall remain valid and enforceable.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect upon its adoption by Council and signature of the Mayor.

ADOPTED THIS 17th DAY OF JUNE 2019.

By: _____

Gary Jarvis, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kyle Bauman, City Attorney

RESOLUTION [22-1019-07](#)

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, RELATING TO THE AMENDMENT OF COMPREHENSIVE PURCHASING PROCEDURES; PROVIDING FOR AUTHORITY; PROVIDING FOR DESIGNATION OF PURCHASING AGENT AND SPECIFIC DUTIES; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES NOT EXCEEDING [\\$3515,000](#); PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES EXCEEDING [\\$3515,000](#); PROVIDING FOR DIVISION OF PURCHASE LIMITATION; PROVIDING FOR EMERGENCY PURCHASES; PROVIDING FOR FEDERALLY FUNDED PROCUREMENTS; PROVIDING FOR THE ESTABLISHMENT OF A PURCHASING MANUAL; PROVIDING FOR EXEMPTIONS FROM FORMAL BID REQUIREMENTS; PROVIDING FOR EXEMPTION TO RESOLUTION; PROVIDING A NO BID RECEIVED PROCEDURE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is desirous of amending its comprehensive purchasing thresholds and procedures, which provides for objective criteria used in the City of Destin's purchasing.

WHEREAS, the City of Destin maintains that it is financially prudent to adopt these procedures by resolution due to continuous changes in the economy and growth within the City of Destin whereas the procedures were previously in Resolution [19-07 and](#) 18-05.

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

SECTION 1. AUTHORITY. The authority for the enactment of this resolution is Chapter 166.021, Florida Statutes, [Section 1.01](#) -and Section [3.141.01](#) of the City Charter.

SECTION 2. PURCHASING PROCEDURES AMENDED. Purchasing Procedures of the City is hereby amended as follows:

Article 1. Purchasing agent designated; specific duties and authority:

A. Authority

1. The City Charter designates procurement authority in the City Council and City Manager ~~1. The City Charter does not designate sole procurement authority in any specific official positions or offices. Per Section 4.01 of the City Charter, the City Manager serves at the pleasure of the City Council. Recognizing this authority. The City Council reserves the right, upon majority vote of the City Council, to exempt specific procurements (RFPs, RFQs, ITBs, or other bidding mechanisms), or specific contracts from either (1) some or all of the provisions of this Resolution, or (2) any other procurement policies or manuals governing procurements by the City of Destin.~~

2. Procurements and contracts are, by default, subject to this Resolution, unless specifically exempted by a vote of the City Council. However, if the City Council

identifies an item it wishes to exempt from the Resolution, then any motion shall identify that the procurement shall be exempted because it is necessary to protect the health, safety, and welfare of the Citizens of Destin, which shall be identified in the applicable Resolution. Additionally, if a bidding document is required for the procurement, such as a Request for Proposals (an RFP) or a Request for Bids (RFB) or a Request for Qualifications (RFQ). ~~ITB,~~ then the document shall contain detailed instructions of how it will be administered. If the bidding document lacks directions as to any parts of its administration, then the applicable portions of this document shall act as default rules and procedures.

3. Any bid challenges to an exempted procurement shall follow the City's default challenge procedures.

4. Any procurements that are issued as part of any state or local grant programs, will require furnishing of the City's procurements policies as part of the application process or qualification process, shall not be eligible to be exempted from the standard procedures set forth below.

~~5. If the City Council exempts a procurement from this Resolution, then pursuant to Sections 4.01 and 4.05(d) of the City Charter, the City Council expects the full cooperation of the City Manager to ensure sufficient City staff members, and City resources are dedicated to administer all aspects of the exempted procurement.~~

~~6. Additionally, since the City Manager will not be directing the issuance of bidding documents for any said procurement, then any bidding documents requiring a signature of a Destin official, shall be signed by the Mayor, or Mayor Pro Tem if the Mayor is unavailable.~~

B. Purchasing Agent and Categories

~~17.~~ The City Manager or City Manager's designee shall be the purchasing agent for the City. All procurements made under this Resolution must only adhere to binding Florida Law, City Law, or Federal Law, and are not to be limited by any rules of any voluntary trade associations or voluntary professional associations (if a certain profession legally mandates membership in a trade or professional association, then the trade or professional association is not voluntary).

28. The City Manager or City Manager's designee shall be responsible for:

i) ~~A.~~ The purchase of supplies, materials and equipment, and contractual services required by any office, department or agency of the City.

ii) ~~B.~~ The storage and distribution of all supplies, materials and equipment required by any office, department or agency of the City.

iii) ~~C.~~ Establishing written specifications, whenever practicable, for supplies, materials and equipment and contractual services required by any office, department or agency of the City. Such specifications to the extent practicable should be definite and certain. Such specifications should be designed to permit full and open competition.

~~iv)~~ ~~D.~~ Maintaining, whenever practicable, a perpetual inventory record of all materials, supplies or equipment stored in storerooms or warehouses of the City.

~~v)~~ ~~E.~~ Soliciting and maintaining an up-to-date list of qualified vendors who have requested their names to be added to the bidder's invitation list. The purchasing agent shall have authority to remove temporarily the names of vendors who have defaulted on their quotations, attempted to defraud the City or who have failed to meet established specifications or delivery dates.

~~vi)~~ ~~F.~~ Obtaining purchases and contractual services in an environment of full and open competition as is practicable.

C. Capital Purchases

Capital assets may be purchased (acquired) or constructed. Capital assets are defined by the City as assets with an initial cost more than the following:

<u>Equipment</u>	<u>\$10,000</u>
<u>Buildings and Improvements</u>	<u>\$10,000</u>
<u>Infrastructure</u>	<u>\$10,000</u>
<u>Improvements – Other</u>	<u>\$10,000</u>
<u>Land</u>	<u>All</u>

Article 2. Purchasing thresholds, categories and procedures for purchases not exceeding \$15,000:

The purchase process is controlled by three components: (1) dollar amount, (2) approving authority, (3) budgeted status. Dollar Amount categories apply to the total amount to be purchased and/or the total amount to be expended over an initial contract term. Purchase Approval thresholds apply to the established level of approving authority (i.e. Department Head, Finance Director, City Manager or City Council). Budgeted status applies to items that have been budgeted or have an approved purchase order.

An encumbrance (Purchase Requisition/PO) will be required for purchases over \$5,000 if provision of goods or services will be provided in more than 30 days.

Pursuant to Florida Statute 166.241(2) the adopted budget must regulate expenditures of the municipality and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget.

Unless otherwise provided by Florida Law or other provisions of the Code or waived as provided in City Law, all purchases by the City of commodities, contractual services and construction services shall be processed and approved in accordance with the following procurement thresholds:

Specific items in the adopted budget may be approved by the City Manager if less than \$35,000

Budgeted Items

<u>Level</u>	<u>Dollar Threshold</u>	<u>Procedure</u>	<u>Authority to Approve</u>
<u>Level One</u>	<u>Individual item and/or total purchase up to \$1,000</u>	<u>A quote via telephone, internet or in person is suggested. City's purchasing card should be used when possible.</u>	<u>Department Director</u>
<u>Level Two</u>	<u>Individual item and/or total purchase \$1,001 to \$5,000</u>	<u>Two written quotes indicating vendor, contact info, price. May include quotes from internet research.</u>	<u>Department Director and Finance Director</u>
<u>Level Three</u>	<u>Individual item and/or total purchase \$5,001 to \$35,000</u>	<u>Three written quotes with PO documentation.</u>	<u>Department Director, Finance Director and City Manager</u>
<u>Level Four</u>	<u>Individual item and/or total purchase over \$35,000</u>	<u>Formal bid solicitation in form of Request for Proposals (RFP) or Request for Bids (RFB) or piggy-back upon state contract or Request for Qualifications (RFQ) as per F.S. 287.055. Resulting contract must be encumbered.</u>	<u>Department Director, Finance Director, City Manager and City Council</u>

The City Manager may approve non-budgeted items, not to exceed \$25,000, without Council approval.

Non-Budgeted items

<u>Level</u>	<u>Dollar Threshold</u>	<u>Procedure</u>	<u>Authority to Approve</u>
<u>Level One</u>	<u>Individual item and/or total purchase up to \$1,000</u>	<u>A quote via telephone, internet or in person is suggested. City's purchasing card should be used when possible.</u>	<u>Department Director</u>
<u>Level Two</u>	<u>Individual item and/or total purchase \$1,001 to \$5,000</u>	<u>Two written quotes indicating vendor, contact info, price. May include quotes from internet research.</u>	<u>Department Director and Finance Director</u>
<u>Level Three</u>	<u>Individual item and/or total purchase \$5,001 to \$25,000</u>	<u>Three written quotes with PO documentation.</u>	<u>Department Director, Finance Director and City Manager</u>
<u>Level Four</u>	<u>Individual item and/or total purchase of \$25,001 to \$35,000</u>	<u>Three written quotes with PO documentation and City Council approval.</u>	<u>Department Director, Finance Director, City Manager and City Council</u>
<u>Level Five</u>	<u>Individual item and/or total purchase over \$35,001</u>	<u>Formal bid solicitation in form of Request for Proposals (RFP) or Request</u>	<u>Department Director, Finance Director, City</u>

		for Bids (RFB) or piggy-back upon state contract or Request for Qualifications (RFQ) as per F.S. 287.055. Resulting contract must be encumbered.	Manager and City Council
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— All supplies, materials and equipment, and contractual services, except as otherwise provided herein, when the estimated cost thereof does not exceed \$15,000 may be approved by the City Manager and purchased pursuant to the following procedures:

— 1. Any purchase of supplies, materials and equipment not exceeding \$1,000 may be made by any authorized employee and shall be evidenced by a receipt, which the employee shall deliver to the Finance Department. No advertising is required.

— 2. Any purchase of supplies, materials and equipment between \$1,001 and \$5,000, shall be approved by the Department Head, Finance Director, and City Manager. The Department shall solicit a minimum of three (3) electronic or written quotes. If only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Quotes must be memorialized in a memo and attached with the memo to the invoice. No advertising is required.

— 3. Any purchase of supplies, materials, equipment or services between \$5,001 and \$15,000 must be requested by a purchase requisition and shall be approved by the Department Head, Finance Director and City Manager. No purchases shall be made prior to the issuance of a purchase requisition except in emergency situations, which require immediate purchase, before the issuance of the purchase requisition, in which case a written explanation must accompany the request. The Department shall obtain three (3) written quotes, and if only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Written quotes are required on vendor stationery and attached to the requisition. No advertising is required.

Purchasing procedures for purchases exceeding \$15,000:

— 1. All supplies, materials and equipment, and contractual services, except as otherwise provided herein, when the estimated cost thereof exceeds \$15,000, shall be purchased by written contract from the lowest or best responsive responsible bidder, after due notice inviting proposals.

— 2. Before any purchase or contracts for supplies, materials and equipment, or contractual services under this Section are made, the purchasing agent shall give ample opportunity for competitive bidding. All bids shall be in writing. Competitive bidding shall be encouraged for all purchases and contracts for supplies, materials and equipment, and contractual services. In the event a state, civil, or other emergency is declared, the requirements of this Article shall be suspended as provided in Article 5.

~~3. All contracts for the City supplies, materials and equipment, or contractual services under this Article except as otherwise provided herein, shall be awarded to the lowest or best responsive responsible bidder after publication in a newspaper of general circulation in the City or any other newspaper that the bidding department determines will bring the most bid activity to the City. The notice must appear at least fourteen (14) days prior to the day set for receipt of proposals or equal the timeline established for bidding requirements in the Florida Statutes. The newspaper notice required herein shall include a general description of the supplies, materials and equipment, or contractual services to be purchased, shall state where bid blanks and specifications may be secured, the time and place for opening bids, shall state whether or not a bid deposit is required and the amount if required, shall state whether or not a performance bond is required, shall state whether or not a payment, labor, or material bond is required, and shall state the City shall have the authority to reject any or all bids, parts of all bids, or all bids for any one or more supplies, materials and equipment, or contractual services included in the proposed contract.~~

~~4. The City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding \$15,000.~~

Article 4. Article 3. Division of purchases limitation:

~~No contract or purchase shall be subdivided to avoid the purchasing requirements of Articles 2 and 3 of this Resolution.~~

Article 45. Emergency purchases:

1. Natural Disasters. If the State of Florida or the City declares a state or civil emergency, all normal purchasing procedures, and requirements, as set forth herein shall be suspended and the following procedures shall apply:

~~A. The City Manager or City Manager's~~ Manager's designee shall be empowered to secure any needed emergency supplies, materials and equipment, or contractual services using the most efficient and effective procurement methods as in the best interest of the City. If the cost of any purchase exceeds the current formal bid threshold, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

~~B. With the approval of the City Manager, the head of any department may purchase any needed emergency supplies, materials and equipment, or contractual services, using the most effective procurement method, as determined by the department head, who made the emergency purchase necessary. If the cost of any purchase exceeds the budgeted or non-budgeted dollar threshold \$15,000, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.~~

~~C. The City Manager may request other governmental entities to purchase for the City any needed emergency supplies, materials and equipment, or contractual services or the City may purchase from another governmental entity any needed emergency supplies, materials and equipment, or contractual services such governmental entity has available. If the cost of any purchase exceeds the budgeted~~

~~or non-budgeted dollar threshold\$15,000,~~ a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

2. All other emergencies. In the event of an emergency, which is not declared a state or civil emergency, such as an equipment failure, catastrophic damage to city property, or other similar unexpected event, all normal purchasing and requirements directly related to such emergency shall be suspended and with the approval of the City Manager, the head of any department may purchase any required emergency supplies, materials and equipment, or contractual services. The head of such department shall send to the City Manager a copy of the delivery record, if applicable, together with a full written report of the circumstances of the emergency. If the cost exceeds ~~the budgeted or non-budgeted dollar threshold\$15,000,~~ a full report of each such purchase shall be made to the City Council at the earliest available City Council meeting.

Article 56. Federally Funded Procurement Rules:

Purchases ~~using Federal Funds (i.e. utilizing Federal Transit Administration (FTA), Federal Emergency Management Agency (FEMA, US Treasury RESTORE, CARES, ARPA)) or other Federal funds~~ must conform to applicable Federal law, including: 2 CFR Part ~~1201 incorporating 2 CFR~~ 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” and comply with all requirements ~~of FTA Circular C 4220.1F,~~ as amended from time to time. Contracts utilizing Federal funds shall include all required Federal contract clauses.

Article 67. Purchasing Manual:

For the purposes of clarifying operating instructions, the City Manager shall have the authority to establish and amend from time to time, a Purchasing Manual, the contents of which shall be consistent with this Resolution.

Article 78. Exemptions to Bid Requirements:

The following situations are exempt from formal competitive bid requirements of Article ~~23,~~ except that the City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding ~~the budgeted or non-budgeted dollar threshold\$15,000:~~

~~1. 1.——~~Professional Services: Contracts for professional services involving ~~professions defined in F. S. 287.055 Consultants’ Competitive Negotiation Act particular skill, ability, experience or expertise, which are in their nature unique and~~ not subject to competitive bidding. A written contract or engagement letter in each instance shall be required. ~~A request for qualifications (RFQ) is highly recommended. Nothing herein affects the requirements of the Florida Consultants Competitive Negotiation Act or City Resolution 01-13.~~

2. Sole-Source Supplies: Sole source supplies, available from only one source, such as unique, patented, or franchised supplies ~~are exempt but must be memorialized in memo format approved by the City Manager.~~

3. Bids and contracts from other entities: Where the City Council finds that it is in the best interest of the City to use formal written contracts or competitive bids of other governmental entities ~~(aka “piggy-backing”).-~~

4. Cooperative Purchasing: Orders or contracts for supplies, materials, services and equipment that are cooperative purchases with other units of government, when, in the discretion of the City Manager, the best interests of the City would be better served thereby.

5. State Contract: Orders or contracts for supplies, materials and equipment which are the subject of contracts with the State of Florida, as set forth in Section 287 of the Florida Statutes, as amended from time to time, or with the United States Government, in the discretion of the City Manager [\(also known as “piggy-backing”\).](#):-

6. Computer Equipment and Peripherals: Orders or contracts for personal computers, printers, associated parts, and software and communications services, ~~(i.e. telephone and wireless services, which services are not considered a sole source supplier).~~ All purchasing of IT hardware and software must be approved by the IT director or his ~~designee~~[designate](#) prior to purchasing to ensure uniformity throughout the City.

7. Unique Circumstances: Under unique circumstances in which the City Manager and/or the City Council finds that compliance with the purchasing procedures will harm or prejudice the City.

Article [89](#). Exemption to Purchasing Resolution:

The following situations are exempt from this purchasing resolution and are within the approval authority of the City Manager or City Manager’s designee:

1. —Emergency Purchases: As defined in Article [45](#) above.
2. —Seminar registrations and professional membership dues, fees, —and publications.
3. —Purchase of local utility [service, excluding communications, \(i.e. —telephone and wireless services,\)](#), which services are considered a —sole source supplier.
4. —Purchase of print and electronic media for the Library.
5. —Postage expenses, when billed by a vendor at the currently —prevailing rates established by the U.S. Postal Service.
6. —Advertising.

Article [910](#). No Bid Received Procedure:

Where no bid has been received after publication of a bid/proposal, the City Manager is authorized to solicit products or services or seek other alternatives for purchasing, such as cooperative purchasing agreements.

~~Section~~[SECTION](#) **3. SEVERABILITY.** Each separate provision of this ~~resolution~~[ordinance](#) is deemed independent of all other provisions herein so that if any

portion or provision of this ordinance is declared invalid all other provisions thereof shall remain valid and enforceable.

~~Section~~**SECTION 4. EFFECTIVE DATE.** This ~~resolution~~**ordinance** shall take effect upon its adoption by Council and signature of the Mayor.

ADOPTED THIS ~~17th~~ DAY OF
~~NOVEMBER 2022~~JUNE 2019.

By: _____
Gary Jarvis, Mayor

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

Rey Bailey, City Clerk

Kyle Bauman, City Attorney

RESOLUTION 22-10

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, RELATING TO THE AMENDMENT OF COMPREHENSIVE PURCHASING PROCEDURES; PROVIDING FOR AUTHORITY; PROVIDING FOR DESIGNATION OF PURCHASING AGENT AND SPECIFIC DUTIES; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES NOT EXCEEDING \$35,000; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES EXCEEDING \$35,000; PROVIDING FOR DIVISION OF PURCHASE LIMITATION; PROVIDING FOR EMERGENCY PURCHASES; PROVIDING FOR FEDERALLY FUNDED PROCUREMENTS; PROVIDING FOR THE ESTABLISHMENT OF A PURCHASING MANUAL; PROVIDING FOR EXEMPTIONS FROM FORMAL BID REQUIREMENTS; PROVIDING FOR EXEMPTION TO RESOLUTION; PROVIDING A NO BID RECEIVED PROCEDURE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is desirous of amending its comprehensive purchasing thresholds and procedures, which provides for objective criteria used in the City of Destin's purchasing.

WHEREAS, the City of Destin maintains that it is financially prudent to adopt these procedures by resolution due to continuous changes in the economy and growth within the City of Destin whereas the procedures were previously in Resolution 19-07 and 18-05.

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

SECTION 1. AUTHORITY. The authority for the enactment of this resolution is Chapter 166.021, Florida Statutes, Section 1.01 and Section 3.14 of the City Charter.

SECTION 2. PURCHASING PROCEDURES AMENDED. Purchasing Procedures of the City is hereby amended as follows:

Article 1. Purchasing agent designated; specific duties and authority:

A. Authority

1. The City Charter designates procurement authority in the City Council and City Manager

2. Procurements and contracts are, by default, subject to this Resolution, unless specifically exempted by a vote of the City Council. However, if the City Council identifies an item it wishes to exempt from the Resolution, then any motion shall identify that the procurement shall be exempted because it is necessary to protect the health, safety, and welfare of the Citizens of Destin, which shall be identified in the applicable Resolution. Additionally, if a bidding document is required for the procurement, such as a Request for Proposals (RFP) or a Request for Bids (RFB) or a Request for Qualifications (RFQ), then the document shall contain detailed instructions of how it will be administered. If the bidding document lacks directions as to any parts of its administration, then the applicable portions of this document shall act as default rules and procedures.

3. Any bid challenges to an exempted procurement shall follow the City's default challenge procedures.

4. Any procurements that are issued as part of any state or local grant programs, will require furnishing of the City's procurements policies as part of the application process or qualification process, shall not be eligible to be exempted from the standard procedures set forth below.

B. Purchasing Agent and Categories

1 The City Manager or City Manager's designee shall be the purchasing agent for the City. All procurements made under this Resolution must only adhere to binding Florida Law, City Law, or Federal Law, and are not to be limited by any rules of any voluntary trade associations or voluntary professional associations (if a certain profession legally mandates membership in a trade or professional association, then the trade or professional association is not voluntary).

2. The City Manager or City Manager's designee shall be responsible for:

i) The purchase of supplies, materials and equipment, and contractual services required by any office, department or agency of the City.

ii) The storage and distribution of all supplies, materials and equipment required by any office, department or agency of the City.

iii) Establishing written specifications, whenever practicable, for supplies, materials and equipment and contractual services required by any office, department or agency of the City. Such specifications to the extent practicable should be definite and certain. Such specifications should be designed to permit full and open competition.

iv) Maintaining, whenever practicable, a perpetual inventory record of all materials, supplies or equipment stored in storerooms or warehouses of the City.

v) Soliciting and maintaining an up-to-date list of qualified vendors who have requested their names to be added to the bidder's invitation list. The purchasing agent shall have authority to remove temporarily the names of vendors who have defaulted on their quotations, attempted to defraud the City or who have failed to meet established specifications or delivery dates.

vi) Obtaining purchases and contractual services in an environment of full and open competition as is practicable.

C. Capital Purchases

Capital assets may be purchased (acquired) or constructed. Capital assets are defined by the City as assets with an initial cost more than the following:

Equipment	\$ <u>10,000</u>
Buildings and Improvements	\$ <u>10,000</u>
Infrastructure	\$ <u>10,000</u>
Improvements – Other	\$ <u>10,000</u>

Article 2. Purchasing thresholds, categories and procedures:

The purchase process is controlled by three components: (1) dollar amount, (2) approving authority, (3) budgeted status. Dollar Amount categories apply to the total amount to be purchased and/or the total amount to be expended over an initial contract term. Purchase Approval thresholds apply to the established level of approving authority (i.e. Department Head, Finance Director, City Manager or City Council). Budgeted status applies to items that have been budgeted or have an approved purchase order.

An encumbrance (Purchase Requisition/PO) will be required for purchases over \$5,000 if provision of goods or services will be provided in more than 30 days.

Pursuant to Florida Statute 166.241(2) the adopted budget must regulate expenditures of the municipality and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget.

Unless otherwise provided by Florida Law or other provisions of the Code or waived as provided in City Law, all purchases by the City of commodities, contractual services and construction services shall be processed and approved in accordance with the following procurement thresholds:

Specific items in the adopted budget may be approved by the City Manager if less than \$35,000

Budgeted Items			
Level	Dollar Threshold	Procedure	Authority to Approve
Level One	Individual item and/or total purchase up to \$1,000	A quote via telephone, internet or in person is suggested. City's purchasing card should be used when possible.	Department Director
Level Two	Individual item and/or total purchase \$1,001 to \$5,000	Two written quotes indicating vendor, contact info, price. May include quotes from internet research.	Department Director and Finance Director
Level Three	Individual item and/or total purchase \$5,001 to \$35,000	Three written quotes with PO documentation.	Department Director, Finance Director and <u>City Manager</u>
Level Four	Individual item and/or total purchase over \$35,000	Formal bid solicitation in form of Request for Proposals (RFP) or Request for Bids (RFB) or piggy-back upon state contract or Request for Qualifications (RFQ) as per F.S. 287.055. Resulting contract must be encumbered.	Department Director, Finance Director, City Manager and City Council

The City Manager may approve non-budgeted items, not to exceed \$25,000, without Council approval.

Non-Budgeted items

Level	Dollar Threshold	Procedure	Authority to Approve
Level One	Individual item and/or total purchase up to \$1,000	A quote via telephone, internet or in person is suggested. City's purchasing card should be used when possible.	Department Director
Level Two	Individual item and/or total purchase \$1,001 to \$5,000	Two written quotes indicating vendor, contact info, price. May include quotes from internet research.	Department Director and Finance Director
Level Three	Individual item and/or total purchase \$5,001 to \$25,000	Three written quotes with PO documentation.	Department Director, Finance Director and <u>City Manager</u>
Level Four	Individual item and/or total purchase of \$25,001 to \$35,000	Three written quotes with PO documentation and City Council approval.	Department Director, Finance Director, City Manager and City Council
Level Five	Individual item and/or total purchase over \$35,001	Formal bid solicitation in form of Request for Proposals (RFP) or Request for Bids (RFB) or piggy-back upon state contract or Request for Qualifications (RFQ) as per F.S. 287.055. Resulting contract must be encumbered.	Department Director, Finance Director, City Manager and City Council

Article 3. Division of purchases limitation:

No contract or purchase shall be subdivided to avoid the purchasing requirements of Articles 2 of this Resolution.

Article 4. Emergency purchases:

1. Natural Disasters. If the State of Florida or the City declares a state or civil emergency, all normal purchasing procedures, and requirements, as set forth herein shall be suspended and the following procedures shall apply:

A. The City Manager or City Manager's designee shall be empowered to secure any needed emergency supplies, materials and equipment, or contractual services using the most efficient and effective procurement methods as in the best interest of the City. If the cost of any purchase exceeds the current formal bid threshold, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

B. With the approval of the City Manager, the head of any department may purchase any needed emergency supplies, materials and equipment, or contractual services, using the most effective procurement method, as determined by the department head, who made the emergency purchase necessary. If the cost of any purchase exceeds the budgeted or non-budgeted dollar threshold, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

C. The City Manager may request other governmental entities to purchase for the City any needed emergency supplies, materials and equipment, or contractual services or the City may purchase from another governmental entity any needed emergency supplies, materials and equipment, or contractual services such governmental entity has available. If the cost of any purchase exceeds the budgeted or non-budgeted dollar threshold a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

2. All other emergencies. In the event of an emergency, which is not declared a state or civil emergency, such as an equipment failure, catastrophic damage to city property, or other similar unexpected event, all normal purchasing and requirements directly related to such emergency shall be suspended and with the approval of the City Manager, the head of any department may purchase any required emergency supplies, materials and equipment, or contractual services. The head of such department shall send to the City Manager a copy of the delivery record, if applicable, together with a full written report of the circumstances of the emergency. If the cost exceeds the budgeted or non-budgeted dollar threshold, a full report of each such purchase shall be made to the City Council at the earliest available City Council meeting.

Article 5. Federally Funded Procurement Rules:

Purchases using Federal Funds (i.e. FEMA, US Treasury RESTORE, CARES, ARPA) must conform to applicable Federal law, including: 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” and comply with all requirements as amended from time to time. Contracts utilizing Federal funds shall include all required Federal contract clauses.

Article 6. Purchasing Manual:

For the purposes of clarifying operating instructions, the City Manager shall have the authority to establish and amend from time to time, a Purchasing Manual, the contents of which shall be consistent with this Resolution.

Article 7. Exemptions to Bid Requirements:

The following situations are exempt from formal competitive bid requirements of Article 2, except that the City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding the budgeted or non-budgeted dollar threshold:

1. Professional Services: Contracts for professional services involving professions defined in F. S. 287.055 Consultants’ Competitive Negotiation Act are not subject to competitive bidding. A written contract or engagement letter in each instance shall be required. A request for qualifications (RFQ) is highly recommended.

2. Sole-Source Supplies: Sole source supplies, available from only one source, such as unique, patented, or franchised supplies are exempt but must be memorialized in memo format approved by the City Manager.

3. Bids and contracts from other entities: Where the City Council finds that it is in the best interest of the City to use formal written contracts or competitive bids of other governmental entities (aka “piggy-backing”).

4. Cooperative Purchasing: Orders or contracts for supplies, materials, services and equipment that are cooperative purchases with other units of government, when, in the discretion of the City Manager, the best interests of the City would be better served thereby.

5. State Contract: Orders or contracts for supplies, materials and equipment which are the subject of contracts with the State of Florida, as set forth in Section 287 of the Florida Statutes, as amended from time to time, or with the United States Government, in the discretion of the City Manager (also known as “piggy-backing”).

6. Computer Equipment and Peripherals: Orders or contracts for personal computers, printers, associated parts, and software and communications services. All purchasing of IT hardware and software must be approved by the IT director or his designee prior to purchasing to ensure uniformity throughout the City.

7. Unique Circumstances: Under unique circumstances in which the City Manager and/or the City Council finds that compliance with the purchasing procedures will harm or prejudice the City.

Article 8. Exemption to Purchasing Resolution:

The following situations are exempt from this purchasing resolution and are within the approval authority of the City Manager or City Manager’s designee:

1. Emergency Purchases: As defined in Article 4 above.
2. Seminar registrations and professional membership dues, fees, and publications.
3. Purchase of local utility services, which services are considered a sole source supplier.
4. Purchase of print and electronic media for the Library.
5. Postage expenses, when billed by a vendor at the currently prevailing rates established by the U.S. Postal Service.
6. Advertising.

Article 9. No Bid Received Procedure:

Where no bid has been received after publication of a bid/proposal, the City Manager is authorized to solicit products or services or seek other alternatives for purchasing, such as cooperative purchasing agreements.

Section 3. SEVERABILITY. Each separate provision of this resolution is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid all other provisions thereof shall remain valid and enforceable.

Section 4. EFFECTIVE DATE. This resolution shall take effect upon its adoption by Council and signature of the Mayor.

ADOPTED THIS _____ DAY OF NOVEMBER 2022.

By: _____
Gary Jarvis, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kyle Bauman, City Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Noell Bell, Chief Building Official

DATE: October 28, 2022

SUBJECT: Building Permit Fee Study Update

I. BACKGROUND: Pursuant to Council's directive, the Community Development Department commissioned an **Assessment Study of Building Permit Fees, Revenue and Costs** to evaluate the need to balance Building Division fees and forecasted revenue generation with forecasted costs for staff and operations of the Building Division's services.

II. DISCUSSION: The Study is now complete, and the results are as follows:

Based on existing levels of revenue generation from fees, and assumptions of a growth rate of that revenue over the next five years, the fees are not adequate to maintain a positive fund balance at the end of a five-year assessment period. This impending imbalance exists due to several factors. Those include the fact that:

1. Building Division staffing levels have been below the budgeted amount of positions and the assumption in the forecast that staffing and operations costs will grow faster than the growth rate of fees generated from reviews, permits and inspections.
2. The City also instituted in fiscal year 2021 a separate Building Fund and cost accounting practices in order to comply with state statutory requirements. This included methods to account for costs for providing Building Division services that represented a more accurate and full accounting of the associated staff and operational costs. As a result of this compliance practice for the Building Fund, the allocated costs for the Building Division rose and the fee structure was no longer able

to cover those costs.

The recommendations in the report associated with this agenda item are to raise fees for the Community Development Department to ensure this revenue to cost imbalance does not occur, thus avoiding City Council from having to allocate general funds to cover the cost of the Building Division and the Community Development Department staff that support it. The assessment includes the following:

- Information on State requirements for reporting
- Summary of the financial position of the Building Fund
- Tables showing the existing and forecasted revenues and costs
- Year end fund balance projections with a 15% fee adjustment and without a fee adjustment
- Comparison of Destin's building permit fees to other jurisdictions
- Table of recommended fee adjustments by fee category.

The assessment also includes the Building Permit and Inspection Utilization Report for the prior fiscal year. The table of recommended fee adjustments includes updates to all the fees for the Community Development Department. The fee schedule for the Building Division was last updated in 2017. Most of the proposed fee adjustments are set to be between 15% and 20% above current levels. This level of adjustment is forecast to generate revenue to cover the cost of Building Division services and result in a fund balance of approximately 50% of annual costs by the end of the five-year assessment period.

A. Link to Strategic Goals / Objectives: (1) Financially sound City providing service excellence (4) Enhanced quality of life and safety for families

B. Effect on Budget (EOB): Increased revenue to main balanced budget.

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

D. Legislative Sponsor:

III. CONCLUSION: Staff recommends that the City Council approve the proposed updates to the review, permit and inspection fee schedule for the Community Development Department and Building Division functions.

IV. RECOMMENDED MOTION: I move to approve the recommended fee adjustments shown in the Assessment of Building Permit Fees as presented.

Attachments:

1. Building Fee Assessment Report
2. CouncilPermitFeesUpdate Presentation



ASSESSMENT OF BUILDING PERMIT FEES, REVENUE AND COSTS

November 7, 2022

**Prepared for the Department of Community Development
City of Destin
by 3TP Ventures, LLC**



Assessment of Building Permit Fees, Revenue and Costs

PURPOSE

The purpose of this assessment is to understand the current building fee permit structure as it relates to the annual projected revenues and costs of the Building Division of the City of Destin Community Development Department. The assessment also includes recommendations for fee adjustments to maintain a balance between revenue and expenditures.

The City of Destin does not designate the Building Division as an enterprise but does have the goal of ensuring the fee structure and revenue collected for fees is calibrated to the costs of operating the Building Division. There are two primary desired outcomes for this goal. One is to have the Community Development Department's Building Division activities be self-sustaining through fee revenue and not requiring regular transfers of general funds. The second is to maintain fee levels that are reasonable relative to the services provided by the Building Division for the many and various types of customers that require permits from the City.

STATE REPORTING REQUIREMENTS FOR PERMIT FEE ACTIVITIES AND FUNDS

In addition to the City's goals for the Building Division, the State of Florida requires local governments to track and report on building permit and inspection activities on an annual basis. Section 553.80 (7) (b) of the Florida Statutes requires local governments to create this report yearly and post it on the local government's website. The information in the report is derived from relevant information available in the most recently completed financial audit. The Building Permit and Inspection Utilization Report includes the number of permits and inspections performed as well as the revenue generated from fees, costs to provide these services, and the fund balance carry over amounts for the prior year and reporting year. The City of Destin completed this report for fiscal year 2021 in March of 2022 and the results are included as Attachment A to this document.

The primary goal of the State's requirements for reporting is to ensure local governments are not setting building permit and inspection fees at levels that generate revenue that far exceeds the cost to deliver services. The statutory requirements state that a local government may not carry forward a fund balance amount from a prior year that exceeds the average of its departmental operating budget from enforcing the Florida Building Code for the previous 4 fiscal years.

CITY OF DESTIN BUILDING FUND AND 2021 REPORTING

In order to meet the State's reporting requirements and to track progress toward the City's goal of having a self-sustaining Building Division, the City established a building fund in 2021 to track revenues and expenditures for the Building Division and associated activities. The results of the 2021 Building Permit and Inspection Utilization Report show the fund activity as follows. The following table shows the revenue for the fund and the carryover from the prior year.

2021 BUILDING FUND REVENUE

From fees	\$889,826.25
From fines	\$2,000.00
From other sources	\$1,803.00
Carry forward from prior year	\$258,921.00
TOTAL	\$1,152,550.25



Assessment of Building Permit Fees, Revenue and Costs

The following table shows the expenditures for the Building Division. The operating costs include an internal fund transfer to cover the Building Division's proportionate share of City's technology costs. The table also shows the fund carryover from 2021 into 2022. The carry over amounts for 2021 and 2022 are well within the State's requirements of not exceeding more than average of the last four years of operating costs.

2021 BUILDING FUND EXPENDITURES

General operating	\$100,047.47
Technology	\$88,818.39
OPERATING SUBTOTAL	\$188,865.86
Personnel service costs	\$652,934.57
TOTAL	\$841,800.43
CARRY FORWARD TO 2022	\$310,749.82

CURRENT FINANCIAL POSITION OF THE CITY'S BUILDING FUND

The financial position of the building fund is currently sound, but only due to several unique and/or temporary conditions. The first is that in 2021, and for year to date 2022, permit fee and inspection activity has been very high and revenue has been much higher than the immediate prior years. While there are no current signs of a slowdown in permit activity, there is the potential for economic conditions in general to affect the pace and type of development being proposed in the City. The second contributing factor to the current soundness of the building fund is that staff to support Building Division activities has been operating below the budgeted number of positions, including averaging around two vacant full time equivalent positions during 2021 and still operating below a full staffing level in 2022. In addition to these conditions, the City transferred in \$258,921 from the general fund to the building fund in fiscal year 2021. This amount was needed after several prior years of low net operating revenue and was done in anticipation of needing to cover the cost of a fully staffed Building Division.

In addition to the need to assess fee levels relative to the staffing plan and general revenue, the City has completed an assessment of the actual costs of the City and Community Development Department to provide Building Division services. New accounting procedures for the building fund include allocating a portion of the costs of Community Development Department management and administrative staff to Building Division functions based on time spent supporting said functions. New accounting procedures also include the technology funds transfer from the building fund to the general fund to account for the City's cost in supporting the Building Division's technology needs. This more accurate accounting of the cost of the Building Division activities combined with the goal of having a fully staffed Building Division necessitates an assessment of the building fund revenue potential and the potential for fees adjustments to address forecasted fund balance issues.



Assessment of Building Permit Fees, Revenue and Costs

FORECAST OF REVENUE AND EXPENDITURES FOR BUILDING DIVISION FUND

As part of the ongoing budget tracking process and plan for the City's future financial position, the City's Finance Director maintains financial forecasts for each fund, including the building fund.

Building Fund Revenue

The following table shows the total building fund revenue, including the actual revenue for fiscal year 2021, the fiscal year 2022 projection based on actual revenue to date as of September, and a forecast of revenue for fiscal years 2023-2025.

ACCOUNT DESCRIPTION – REVENUE	2021 ACTUALS	2022 PROJECTION	FY 2023 BUDGET	FY 2024 FORECAST	FY 2025 FORECAST
BUILDING PERMIT FEES	888,184	952,531	1,190,500	1,226,200	1,263,000
DBPR FBC SURCHARGE	680	499	500	500	500
DBPR BCAIB SURCHARGE	1,762	1,109	1,100	1,100	1,100
PLAN REVIEW FEE	1,200	1,200	1,200	1,210	1,220
CONTRACTOR'S REGISTRATION	1,803	1,751	1,800	1,820	1,840
INTEREST EARNINGS		46	30	30	30
TOTAL FUND REVENUE	893,629	957,135	1,195,130	1,230,860	1,267,690



Assessment of Building Permit Fees, Revenue and Costs

Building Fund Expenditures

The following table shows the total building fund expenditures, including the actual expenditures for 2021, the fiscal year projection based on actual expenditures to date as of September, and a forecast of expenditures for fiscal years 2023-2025.

ACCOUNT DESCRIPTION - EXPENDITURES	2021 ACTUALS	2022 PROJECTION	FY 2023 BUDGET	FY 2024 FORECAST	FY 2025 FORECAST
REGULAR SALARIES	487,608	479,459	652,202	678,290	705,420
OVERTIME PAY	4,039	2,896			
FICA TAXES	7,012	6,887	7,468	7,770	8,080
RETIREMENT CONTRIBUTIONS	55,323	45,291	67,723	70,430	73,250
LIFE/HEALTH INSURANCE	98,953	86,728	149,752	160,230	171,450
WORKER'S COMPENSATION		8,315	15,869	16,980	18,170
OTHER BENEFITS (ED; RELO; ETC)		349			
PROFESSIONAL SVCS		17,175	100,000	100,000	50,000
LAND USE ATTN	11,138	26,462	75,000	77,250	79,570
OTHER CONTRACTS	5,721				
TRAVEL/PER DIEM	1,151	1,479	11,450	11,790	12,140
IT COMMUNICATIONS	8,260	9,046	8,325	8,570	8,830
IT RENTS & LEASES (I.E. COPIERS)		600			
RISK MANAGEMENT INSURANCE	18,434	15,806	14,229	14,800	15,390
REPAIRS AND MAINTENANCE	600	2,923	10,925	10,930	10,930
IT REPAIRS AND MAINTENANCE		212	4,320	4,450	4,580
PRINTING & BINDING		1,352	1,600	1,600	1,600
IT PRINT MGMT			1,080	1,080	1,080
MERCHANT SERVICES	33,473	27,330	37,100	38,210	39,360
OFFICE SUPPLIES	157	2,667	2,500	2,550	2,600
OPERATING SUPPLIES	1,476	5,461	12,090	12,450	12,820
OPS SOFTWARE & WORKSTATIONS	15,356	16,066	21,941	22,600	23,280
SUBS, MEMBERSHIPS	3,505	916	1,580	1,630	1,680
TRAINING	776	2,587	8,300	8,550	8,810
IT TRAINING ALL STAFF			405	420	430
TOTAL FUND EXPENDITURES	752,982	760,006	1,203,859	1,250,580	1,249,470



Assessment of Building Permit Fees, Revenue and Costs

Building Fund Balance Trends and Forecast

The following table compares revenue to expenditures and accounts for transfers in from and out to other funds. The table also shows the fund balance at the beginning of the year and end of the year. The table shows a positive end of the year 2021 fund balance being established after positive net operating, a transfer in from the general fund, and a transfer out to account for technology costs. The table shows that the combination of maintaining the trend of increasing revenue, assuming a full staffing plan in the Building Division, accounting for Community Development Department costs related to providing Building Division services, and establishing an annual transfer from the building fund to the general fund for technology result in a declining trend in end of year fund balance. This declining trend results in a negative end of year fund balance by the end of fiscal year 2026 per the long term forecast of revenue and expenditures.

ACCOUNT DESCRIPTION	2021 ACTUALS	2022 PROJECTION	FY 2023 BUDGET	FY 2024 FORECAST	FY 2025 FORECAST
TOTAL BUILDING FUND REVENUE	893,629	957,135	1,195,130	1,230,860	1,267,690
TOTAL BUILDING FUND EXPENDITURES	752,982	760,006	1,203,859	1,250,580	1,249,470
NET OPERATING (REV - EXP)	140,647	197,129	(8,729)	(19,720)	18,220
TXFR IN FROM GEN FUND	258,921				
TRANSFER OUT TO CD TECH FUND	(88,818)	(87,337)	(119,050)	(122,620)	(126,300)
CHANGE IN FUND BALANCE	310,750	109,793	(127,779)	(142,340)	(108,080)
FUND BALANCE, BEGINNING OF YEAR		310,750	420,543	292,764	150,424
FUND BALANCE, END OF YEAR	310,750	420,543	292,764	150,424	42,344



Assessment of Building Permit Fees, Revenue and Costs

RECOMMENDED STRATEGIES FOR ADDRESSING FORECASTED SHORTFALL IN BUILDING FUND

Testing Outcome of Increase in Permit Fees

The table below shows the impact of increasing the forecasted permit fee revenue by 15% while maintaining the same level of forecasted building fund expenditures. This percentage increase in permit fee revenue would result in a level of positive net revenue that would allow the fund balance to grow steadily over the next five years. This growth would allow the City to maintain a fund balance reserve of over 40% by 2025 and approach a 50% fund balance reserve by 2027. In this case the reserve would be the percentage of the fund balance relative to the annual expenditures plus the amount of funds transferred out to cover the costs of providing technology.

ACCOUNT DESCRIPTION	FY 2023 BUDGET	FY 2024 FORECAST	FY 2025 FORECAST	FY 2026 FORECAST	FY 2027 FORECAST
TOTAL BUILDING FUND REVENUE - FORECAST	1,195,130	1,230,860	1,267,690	1,305,620	1,344,650
TOTAL BUILDING FUND REVENUE – 15% FEE INCREASE	1,374,400	1,415,489	1,457,844	1,501,463	1,546,348
TOTAL BUILDING FUND EXPENDITURES	1,203,859	1,250,580	1,249,470	1,300,610	1,354,160
NET OPERATING (REV - EXP) WITH 15% FEE INCREASE	170,541	164,909	208,374	200,853	192,188
TRANSFER OUT TO CD TECH FUND	(119,050)	(122,620)	(126,300)	(130,090)	(133,990)
CHANGE IN FUND BALANCE	51,491	42,289	82,074	70,763	58,197
FUND BALANCE, BEGINNING OF YEAR	420,543	472,033	514,322	596,396	667,159
FUND BALANCE, END OF YEAR	472,033	514,322	596,396	667,159	725,356
FUND RESERVE RELATIVE TO EXPENDITURES + TECH TRANSFER	36%	37%	43%	47%	49%

Recommended Reserve Goal for Building Fund Balance

Maintaining a building fund balance in the ranges shown above will have several benefits, with the overall goal of having the Building Division activities be self-sufficient and not require transfers in from the general fund in the foreseeable future. Maintaining a reserve in the building fund will provide insurance for covering operating and staff costs in the event there is a temporary and/or unforeseen decline in permit activity. The reserve fund can be drawn on or borrowed against in the case there are facilities or capital expenditures that are out of the ordinary and require funding above normal annual operations. The reserve fund will also be able to generate investment returns for the fund to support the maintenance of the reserve.



Assessment of Building Permit Fees, Revenue and Costs

Recommended Changes to Fees

Given the forecasted reversal in positive fund balance accumulation over the next few years, and the response of generating more fund revenue, the City would need to consider increases in the permit fee structure. Attachment B shows a comparison between the City's fee structure and other jurisdictions including Okaloosa County, Walton County, the City of Fort Walton Beach and Bay County. The overall finding was that the City's fees were generally within the ranges charged in the other jurisdictions. The City's fee structure does include a lot more detail with respect to the number and types of fees.

Attachment C shows a list of recommended fee adjustments for the Community Development Department and Building Division. Most of the adjustments are in the range of 15% to 20% with a select few being higher. Justification for the fee adjustments includes increased cost of providing services since the last update of the fee structure, significant cost increases due to unusually high inflation in the latter part and immediately following the primary period of pandemic response, and the need to set fees that will sustain the Community Development Department's Building Division operations and staff costs over the next five years.



Assessment of Building Permit Fees, Revenue and Costs

ATTACHMENT A - BUILDING PERMIT AND INSPECTION UTILIZATION REPORT FOR FISCAL YEAR 2021

Direct and Indirect Costs Incurred by the Local Government to Enforce the Florida Building Code

Personnel service costs, including salary and related employees benefit costs incurred by the local government to enforce the Florida Building code: \$652,935

Operating expenditures and expenses: \$188,866

Plan Review, Permit and Inspection Utilization Information

Number of plan reviews: 1,542

Number of building permit applications submitted: 3,686

Number of building permits issued, approved or denied: 3,775

Number of building inspections and re-inspections requested: 3,954

Number of building inspections and re-inspections conducted: 4,657

Number of building inspections conducted by a private provider: 0

Number of audits conducted by the local government of private provider building inspections: 0

Number of personnel dedicated by the local government to enforce the Florida Building Code, issue building permits, and conduct inspections: 8.73 full time equivalent

Revenue Information

Revenue derived from fees pursuant to Section 553.80 (7) (a) of the Florida Statutes: \$889,826

Revenue derived from fines pursuant to Section 553.80 (7) (a) of the Florida Statutes: \$2,000

When applicable, investment earnings from the local government's investment of revenue derived from fees and fines pursuant to Section 553.80 (7) (a) of the Florida Statutes: \$0

Balances carried forward from the prior fiscal year by the local government pursuant to Section 553.80 (7) (a) of the Florida Statutes: \$258,921

Balances carried forward into the next fiscal year by the local government pursuant to Section 553.80 (7) (a) of the Florida Statutes: \$310,749

Balances refunded by the local government pursuant to Section 553.80 (7) (a) of the Florida Statutes: \$0

Revenue derived from other sources, including local government general revenue: \$1,803

Item	Notes	Destin	Units Destin	Okaloosa	Units Okaloosa	Walton	Units Walton	Fort Walton Beach	Units FWB	Bay County	Units Bay County
Plan Review Fee											
Erosion control		\$ 50.00									
FEMA flood zone		\$ 50.00				\$ 50.00					
Wetlands protection		\$ 50.00									
Resubmittal		\$ 25.00									
Contractor Registration Fee											
Registration fee		\$ 52.00		\$ 100.00	annual renewal					\$ 75.00	GC (50 for others)
Building Permit Fees											
Permit processing fee		\$ 50.00		\$ 70.00	base fee	\$ 35.00	base fee	\$ 77.25	commercial	\$ 50.00	minimum
Re-permit active		\$ 50.00					same as permit		same as permit		
Re-permit inactive		\$ 50.00									
Building Division fee		\$ 0.15	per SQFT	\$ 5.00	per \$1000	\$ 5.00	per \$1000	\$ 39.00	for first \$1000 then \$6.60	\$ 50.00	minimum
Planning Division fee Res SF		\$ 0.05	per SQFT								
Engineering Division fee Res SF		\$ 0.07	per SQFT								
Planning Division fee MF and Comm		\$ 120.00									
Engineering Division fee MF and Comm		\$ 300.00									
Building Division non-heated structure		\$ 6.00	per \$1000								
Planning Division fee other structure Res SF		\$ 60.00									
Engineering Division fee other Res SF		\$ 60.00									
Planning Division fee other structure Res MF and Comm		\$ 120.00									
Engineering Division fee other Res MF and Comm		\$ 150.00									
Building Division sign up to 20 square feet		\$ 40.00									
Building Division sign over 20 square feet		\$ 50.00									
Planning sign on building		\$ 40.00								\$ 120.00	
Planning sign on structure		\$ 80.00								\$ 120.00	
Engineering ground signs		\$ 50.00									
Building mobile homes		\$ 30.00		\$ 35.00	plus base fee	\$ 35.00				\$ 155.00	
Planning mobile homes		\$ 60.00									
Engineering mobile homes		\$ 50.00									
Building swimming pools		\$ 60.00								\$ 90.00	residential
Planning swimming pools		\$ 96.00									
Engineering swimming pools		\$ 75.00									
Domestic antennas		\$ 30.00									
Commercial antennas		\$ 6.00	per \$1000							\$ 125.00	
Moving buildings		\$ 90.00				\$ 75.00		\$ 113.50			
Building demolition		\$ 84.00		\$ 50.00	up to 5000 SQFT	\$ 50.00	to 5000 SQFT	\$ 59.50	plus escalation	\$ 110.00	structure over 500 SQFT
Planning demolition		\$ 60.00									
Engineering demolition		\$ 25.00									
Building docks		\$ 12.00	per \$1000								
Planning docks		\$ 30.00									
Planning land clearing		\$ 60.00									
Engineering land clearing less than 1 acre		\$ 75.00									
Engineering land clearing more than 1 acre		\$ 150.00									
Planning protected tree removal		\$ 60.00								\$ 20.00	any non-dangerous
Planning portable buildings		\$ 80.00									
Engineering portable buildings		\$ 50.00									
Planning mobile vending		\$ 25.00								\$ 50.00	
Building temporary tents		\$ 25.00								\$ 50.00	
Planning temporary tents		\$ 25.00									
Solar energy		\$ 12.00	per \$1000								
Temporary service to 100 amperes		\$ 30.00		\$ 50.00	to 200 amperes	\$ 20.00	to 200 amperes				
Early service power – first service		\$ 40.00		\$ 75.00	\$50 for residential	\$ 50.00					
Early service power – each additional service		\$ 12.00									
Permanent service up to 100 amperes		\$ 45.00		\$ 50.00		\$ 25.00					
Permanent service 101 to 200 amperes		\$ 60.00		\$ 100.00		\$ 50.00					
Permanent service 201 to 400 amperes		\$ 75.00		\$ 120.00		\$ 60.00					
Permanent service 401 to 600 amperes		\$ 90.00		\$ 150.00		\$ 75.00					

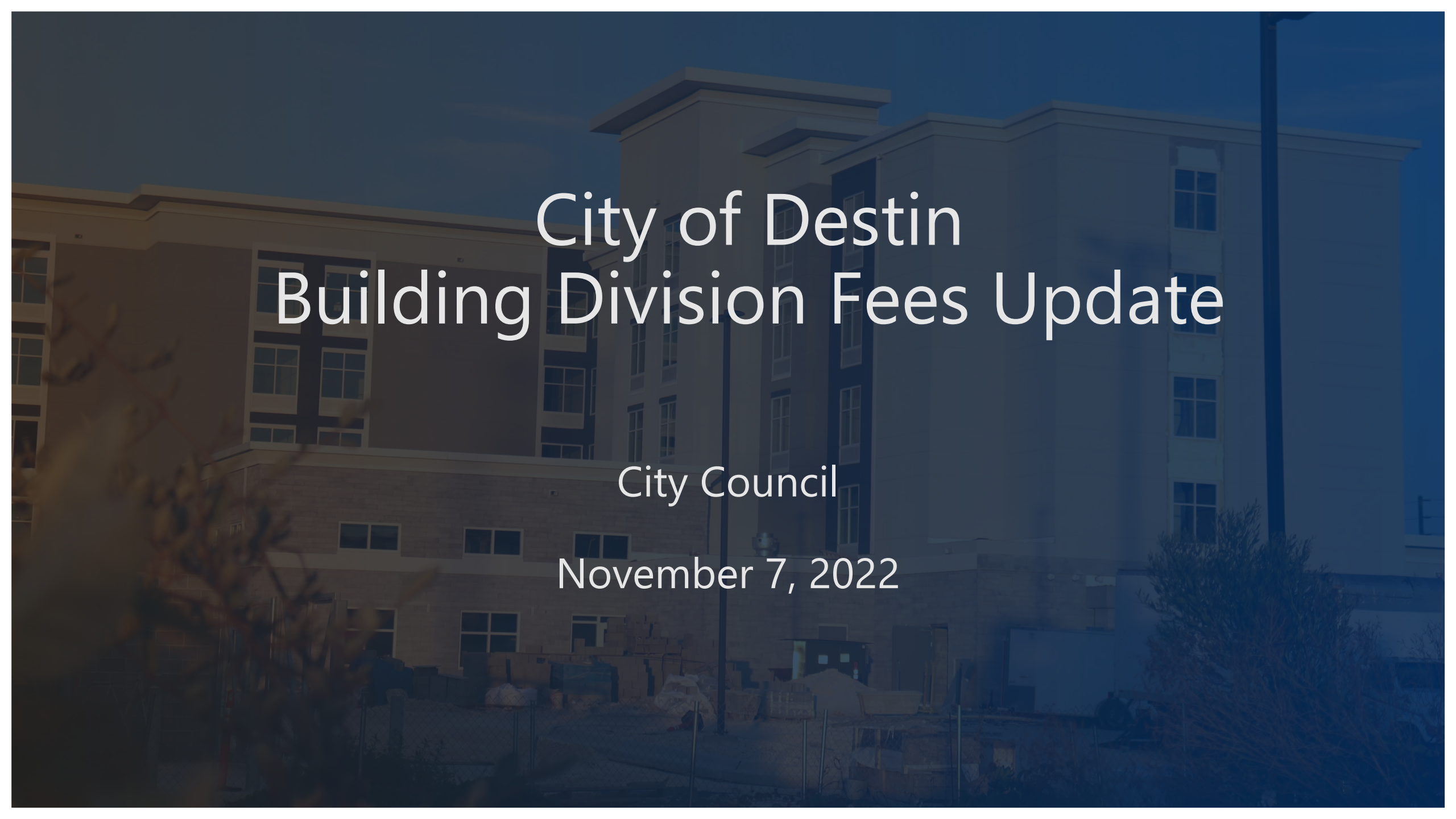
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ATTACHMENT C - RECOMMENDED FEE ADJUSTMENTS

Item	Existing Fee	Recommended Fee	Units	Adjustment
Plan Review Fee				
Erosion control	\$50.00	\$60.00		20.0%
FEMA flood zone	\$50.00	\$60.00		20.0%
Wetlands protection	\$50.00	\$60.00		20.0%
Resubmittal	\$25.00	\$30.00		20.0%
Contractor Registration Fee				
Registration fee	\$52.00	\$60.00		15.4%
Building Permit Fees				
Permit processing fee	\$50.00	\$60.00		20.0%
Re-permit active	\$50.00	\$60.00		20.0%
Re-permit inactive	\$50.00	\$60.00		20.0%
Building Division fee	\$0.15	\$0.18	per SQFT	20.0%
Planning Division fee Res SF	\$0.05	\$0.06	per SQFT	20.0%
Engineering Division fee Res SF	\$0.07	\$0.09	per SQFT	21.4%
Planning Division fee MF and Comm	\$120.00	\$140.00		16.7%
Engineering Division fee MF and Comm	\$300.00	\$350.00		16.7%
Building Division non-heated structure	\$6.00	\$7.00	per \$1000	16.7%
Planning Division fee other structure Res SF	\$60.00	\$70.00		16.7%
Engineering Division fee other Res SF	\$60.00	\$70.00		16.7%
Planning Division fee other structure Res MF and Comm	\$120.00	\$140.00		16.7%
Engineering Division fee other Res MF and Comm	\$150.00	\$175.00		16.7%
Building Division sign up to 20 square feet	\$40.00	\$50.00		25.0%
Building Division sign over 20 square feet	\$50.00	\$60.00		20.0%
Planning sign on building	\$40.00	\$50.00		25.0%
Planning sign on structure	\$80.00	\$95.00		18.8%
Engineering ground signs	\$50.00	\$60.00		20.0%
Building mobile homes	\$30.00	\$35.00		16.7%
Planning mobile homes	\$60.00	\$70.00		16.7%
Engineering mobile homes	\$50.00	\$60.00		20.0%
Building swimming pools	\$60.00	\$70.00		16.7%
Planning swimming pools	\$96.00	\$115.00		19.8%
Engineering swimming pools	\$75.00	\$90.00		20.0%
Domestic antennas	\$30.00	\$35.00		16.7%
Commercial antennas	\$6.00	\$7.00	per \$1000	16.7%
Moving buildings	\$90.00	\$105.00		16.7%
Building demolition	\$84.00	\$100.00		19.0%
Planning demolition	\$60.00	\$70.00		16.7%
Engineering demolition	\$25.00	\$30.00		20.0%
Building docks	\$12.00	\$15.00	per \$1000	25.0%
Planning docks	\$30.00	\$35.00		16.7%
Planning land clearing	\$60.00	\$70.00		16.7%
Engineering land clearing less than 1 acre	\$75.00	\$90.00		20.0%
Engineering land clearing more than 1 acre	\$150.00	\$175.00		16.7%
Planning protected tree removal	\$60.00	\$70.00		16.7%
Planning portable buildings	\$80.00	\$95.00		18.8%
Engineering portable buildings	\$50.00	\$60.00		20.0%
Planning mobile vending	\$25.00	\$30.00		20.0%
Building temporary tents	\$25.00	\$30.00		20.0%
Planning temporary tents	\$25.00	\$30.00		20.0%
Solar energy	\$12.00	\$15.00	per \$1000	25.0%
Temporary service to 100 amperes	\$30.00	\$35.00		16.7%
Early service power – first service	\$40.00	\$50.00		25.0%
Early service power – each additional service	\$12.00	\$15.00		25.0%
Permanent service up to 100 amperes	\$45.00	\$55.00		22.2%
Permanent service 101 to 200 amperes	\$60.00	\$70.00		16.7%
Permanent service 201 to 400 amperes	\$75.00	\$90.00		20.0%
Permanent service 401 to 600 amperes	\$90.00	\$105.00		16.7%
Permanent service 601 to 800 amperes	\$120.00	\$140.00		16.7%
Permanent service over 801 amperes	\$120.00	\$140.00	plus \$0.06 per ampere	16.7%
Circuits	\$2.50	\$3.00	each	20.0%

ATTACHMENT C - RECOMMENDED FEE ADJUSTMENTS

Item	Existing Fee	Recommended Fee	Units	Adjustment
Low voltage systems	\$12.00	\$15.00	per \$1000	25.0%
Electrical repair wiring or renovations	\$12.00	\$15.00	per \$1000	25.0%
Meter/service change outs (to include gang meters)	\$33.00	\$40.00	per meter	21.2%
Functional check	\$50.00	\$60.00		20.0%
Swimming pool electric	\$40.00	\$50.00		25.0%
Mechanical up to 5 tons	\$60.00	\$70.00		16.7%
Mechanical over 5 tons	\$60.00	\$70.00	plus \$4.0 per ton	16.7%
Plumbing fixture	\$5.00	\$6.00	each	20.0%
Individual taps	\$12.00	\$14.00	each	16.7%
Plumbing repair	\$12.00	\$15.00	per \$1000	25.0%
Gas fixtures	\$5.00	\$6.00	each	20.0%
Gas piping	\$24.00	\$30.00	per connection	25.0%
Gas repair	\$12.00	\$15.00	per \$1000	25.0%
Sprinkler commercial kitchen head	\$60.00	\$70.00	up to 4 nozzles	16.7%
Sprinkler commercial kitchen head	\$10.00	\$12.00	each over 4 nozzles	20.0%
Fire sprinkler heads	\$0.80	\$1.00	per head	25.0%
Sprinkler water lines	\$10.00	\$12.00	each	20.0%
Sprinkler stand pipes	\$10.00	\$12.00	each	20.0%
Sprinkler repair	\$12.00	\$15.00	per \$1000	25.0%
Utility infrastructure up to 20 devices	\$200.00	\$230.00		15.0%
Utility infrastructure over 20 devices	\$350.00	\$400.00		14.3%
Planning utility infrastructure	\$120.00	\$140.00		16.7%
Engineering utility infrastructure	\$150.00	\$175.00		16.7%
Building for parking lot resurface/restripe	\$100.00	\$120.00		20.0%
Planning for parking lot resurface/restripe	\$120.00	\$140.00		16.7%
Engineering for parking lot resurface/restripe	\$75.00	\$90.00		20.0%
Code compliance general life safety	\$50.00	\$60.00		20.0%
Building first reinspection	\$35.00	\$45.00		28.6%
Building second reinspection	\$70.00	\$90.00		28.6%
Building third or more reinspection	\$140.00	\$180.00		28.6%
Planning CO site reinspection Res SF	\$100.00	\$115.00		15.0%
Planning site reinspection minor DO	\$460.00	\$530.00		15.2%
Planning site reinspection major DO	\$615.00	\$710.00		15.4%
Engineering CO site reinspection Res SF	\$100.00	\$115.00		15.0%
Engineering Cert of Completion site reinspection	\$50.00	\$60.00		20.0%
Site reinspection fee for minor development	\$150.00	\$175.00		16.7%
Site reinspection fee for major development	\$300.00	\$350.00		16.7%
Stop by/walk through inspection fee	\$50.00	\$60.00		20.0%

The background of the slide is a photograph of a modern, multi-story building with a light-colored facade and numerous windows. The image is overlaid with a semi-transparent blue filter. In the foreground, there are some blurred trees and a construction area with a fence.

City of Destin Building Division Fees Update

City Council

November 7, 2022

What must be decided

- Maintaining the goal of the Building Division being operated as a self-sustaining enterprise
 - Permit and inspection fees cover the staff and operating costs to the maximum extent feasible
- Decisions that have already been made a priority
 - Fully funding and staffing the Building Division to meet the demands of customers
 - Budget reflects this commitment
 - Allocating \$258,921 from the General Fund to the Building Fund

City accomplishments to date

- Complied with state statutes in reporting on permit activity and finances
- Instituted full accounting of staff and operating costs of the Building Division activities
- Established a Building Fund to monitor revenue and expenditures
- Forecasted costs and revenue to plan for future balanced budgets
- Assessment of Building Permit Fees, Revenue and Costs

Florida Statutory Requirements for Building Permit and Inspection Fees

- City must complete and publish an annual Building Permit and Inspection and Utilization Report
- Building funds cannot hold reserves greater than average of past four years of operating costs
 - Reserves in excess of this level at the end of the fiscal year must be refunded

Why is this decision needed now

- Fees were last updated in 2017
- Staffing plan is designed to meet current and anticipated demands
- Cost of doing business has gone up
- Building fund balance forecasted to go negative by 2026 if changes are not made
- Risk of permit activity going down
- Fee revenue not strong enough to build up a reserve

Current forecast

ACCOUNT DESCRIPTION	2021 ACTUALS	2022 PROJECTION	FY 2023 BUDGET	FY 2024 FORECAST	FY 2025 FORECAST
TOTAL BUILDING FUND REVENUE	893,629	957,135	1,195,130	1,230,860	1,267,690
TOTAL BUILDING FUND EXPENDITURES	752,982	760,006	1,203,859	1,250,580	1,249,470
NET OPERATING (REV - EXP)	140,647	197,129	(8,729)	(19,720)	18,220
TXFR IN FROM GEN FUND	258,921				
TRANSFER OUT TO CD TECH FUND	(88,818)	(87,337)	(119,050)	(122,620)	(126,300)
CHANGE IN FUND BALANCE	310,750	109,793	(127,779)	(142,340)	(108,080)
FUND BALANCE, BEGINNING OF YEAR		310,750	420,543	292,764	150,424
FUND BALANCE, END OF YEAR	310,750	420,543	292,764	150,424	42,344

The proposed alternative

- Set fees to ensure there are adequate resources for the next five years
- Plan to build a fund balance of 50% of annual labor and operating costs
 - Can be used for capital expenditures on building, equipment and vehicles
 - Mitigates against risk of lower permit fee activity
- Raise review, permit and inspection fees at least 15% across the board

Assessment considerations

- Forecasted revenue and fees
 - Cost accounting for Building Division staff, associated staff and technology transfer
- Comparable building permit fee structures of other jurisdictions
 - Okaloosa County, Walton County, the City of Fort Walton Beach and Bay County
- Other Community Development Department fees
- Fee levels based on other jurisdictions and level of effort
 - Differentiation in fees with most in the range of 15% to 20% increase

ACCOUNT DESCRIPTION	FY 2023 BUDGET	FY 2024 FORECAST	FY 2025 FORECAST	FY 2026 FORECAST	FY 2027 FORECAST
TOTAL BUILDING FUND REVENUE - FORECAST	1,195,130	1,230,860	1,267,690	1,305,620	1,344,650
TOTAL BUILDING FUND REVENUE – 15% FEE INCREASE	1,374,400	1,415,489	1,457,844	1,501,463	1,546,348
TOTAL BUILDING FUND EXPENDITURES	1,203,859	1,250,580	1,249,470	1,300,610	1,354,160
NET OPERATING (REV - EXP) WITH 15% FEE INCREASE	170,541	164,909	208,374	200,853	192,188
TRANSFER OUT TO CD TECH FUND	(119,050)	(122,620)	(126,300)	(130,090)	(133,990)
CHANGE IN FUND BALANCE	51,491	42,289	82,074	70,763	58,197
FUND BALANCE, BEGINNING OF YEAR	420,543	472,033	514,322	596,396	667,159
FUND BALANCE, END OF YEAR	472,033	514,322	596,396	667,159	725,356
FUND RESERVE RELATIVE TO EXPENDITURES + TECH TRANSFER	36%	37%	43%	47%	49%

Recommended action

- Adjust Community Development Department fee schedule per the recommendations included in the Assessment of Building Permit Fees, Revenue and Costs

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Lance Johnson, City Manager
Krystal Strickland, Finance Director

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Noell Bell, Chief Building Official

DATE: November 1, 2022

SUBJECT: Proposed RFQ for Post Certificate of Occupancy Building Inspections

I. BACKGROUND: During the **July 11, 2022**, City Council meeting, Council directed staff to proceed with the preparation of an ordinance based on Florida Legislature adopted **Senate Bill (4-D)** and signed into law by Governor DeSantis on May 27, 2022. This law pertains to Condominium and Cooperatives Associations which are required to have post Certificate of Occupancy (CO) structural integrity inspections on buildings that are 3 stories or more.

II. DISCUSSION: The proposed Ordinance 22-17-CC is based on the newly enacted Florida Statute section:

553.899 Mandatory structural inspections for condominium and cooperative buildings. The law requires Condominium and Cooperative Associations to conduct **Milestone Structural Inspections** of buildings and to perform **Structural Integrity Reserve Study** to ensure the buildings are safe for continued use and contains the following:

Milestone Structural Inspection

A Milestone Structural Inspection must be performed by a **licensed architect or engineer** authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida

Building Code or the Fire Safety Code.

- **Phase One Milestone Inspection:** Visual examination of habitable and non-habitable areas of the building.
- **Phase Two Milestone Inspection:** Phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one.

Responsibilities of the City: In order for the City to conform to State Law, the City has the following responsibilities:

- Notification to Association: Upon determining that a building must have a milestone inspection, the Community Development Department/Building Division will provide written notice of such required inspection to the condominium association or cooperative association by certified mail, return receipt requested.
- Review of Reports: Milestone Inspection Reports shall be submitted to the Building Official accompanied by a fee as set forth in the Destin Fee Schedule. It is the City's responsibility to review the milestone reports provided and interpret the results of the inspections performed. The City has budgeted for the use of a Professional Consultant to help with the interpretations and understanding of the inspection reports and has prepared the attached proposal for Request for Qualifications (RFQ) for Council's review.
 - A. Link to Strategic Goals / Objectives: Enhanced Quality of Life and Safety for families.
 - B. Effect on Budget (EOB): The Building Fund budgeted \$100,000 for Professional Services, \$25,000 of this was earmarked for review and interpretation of Milestone Inspection reports. (RFQ)
 - C. Level of Service (LOS): Public Safety
 - D. Legislative Sponsor:

III. CONCLUSION: Staff recommends that the Council review and approve the proposed RFQ for Post Certificate of Occupancy Building Inspections.

IV. RECOMMENDED MOTION: I move the City Council to approve the attached proposed RFQ, Post Certificate of Occupancy Building Inspections.

Attachments:

1. RFQ 22-13-CD Structural Engineering and Professional Consulting Services

**REQUEST FOR QUALIFICATIONS
(RFQ)
STRUCTURAL ENGINEERING AND
PROFESSIONAL CONSULTING SERVICES**

RFQ No. 22-13-CD

**RFQ DUE DATE: December 1, 2022 2:00 P.M. CST
4200 Indian Bayou Trail
Destin, FL 32541**



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**REQUEST FOR QUALIFICATIONS
STRUCTURAL ENGINEERING AND
PROFESSIONAL CONSULTING SERVICES
RFQ No. 21-XX-CD**

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, December 1, 2022, Not Later Than 2:00 P.M. (CT).**

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

One (1) original, so designated, nine (9) copies (total of ten (10) submissions) and one digital (USB only) copy of the response shall be submitted in a sealed package clearly marked on the outside: "RFQ No. 21-XX-CD, "QUALIFICATIONS FOR STRUCTURAL ENGINEERING AND PROFESSIONAL CONSULTING 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, 850-837-4242 with Office Hours: MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M. or email at clerk@cityofdestin.com

CITY OF DESTIN

LANCE A. JOHNSON
CITY MANAGER

**NOTICE TO PROPOSERS
(Advertisement)**

The City of Destin, Florida (City), is currently receiving sealed submittals for "Qualifications for Structural Engineering and Professional Consulting 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. 21-XX-CD , "QUALIFICATIONS FOR STRUCTURAL ENGINEERING AND PROFESSIONAL CONSULTING 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, December 1, 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, “Consultants’ Competitive Negotiations Act”, is seeking Professional Structural Engineering and Professional Consulting firms to enter into a “continuing contract” to provide various Structural Engineering and Professional Consulting 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 Structural Engineering and Professional Consulting 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 Consultant will be a “continuing contract.”

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

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

Commented [k1]: Should this read that the Consultant must designate one individual as the primary point of contact?

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

Payment schedule and basis for payment will be negotiated but will be based upon documented work completed satisfactorily.

1.4 SCOPE OF SERVICES TO BE PERFORMED:

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

The intent of this RFQ is to acquire a broad range of Structural Engineering and Professional Consulting Services for the City of Destin based on the definition of "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

- (g) 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, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, 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 structural engineering and professional consulting services sought may include, but are not limited to:

- Provide structural engineering consultation
- Perform structural engineering on-site services
- Provide structural inspections as required
- Provide recommendations on pre-construction of new or existing buildings
- Provide structural reports, results of investigation and conclusions and structural recommendations for design of the proposed facility or remodel. Evaluate structural engineering options
- Provide structural engineering services on existing building foundations, retaining walls, and other structures or facilities for existing or potential construction
- Provide structural engineering services for potential hazardous situations such as erosion and post storm damage
- Nondestructive or destructive testing for integrity assessment of structural elements
- Assessments of structures and preparation of master plans with repair and replacement recommendations.
- Review and utilize the findings of reports, surveys, geotechnical investigations, inspections, and material sampling and testing programs to perform an overall condition assessment of structures

Tasks may include: structural inspection reports; studies; surveys; design; preparation of plans and cost estimates; specifications and contract documents; conducting public information meetings; obtaining necessary federal, state and local governmental agency permits; building/construction inspections; Development Order submittals, construction management; contract administration; project completion certifications and as-built surveys; presentations to the City Council, other advisory boards, and the general public and acquiring grants and loans from federal agencies or other applicable sources of funding as directed by the City.

Services of the consultant shall be under the general direction of the Community Development Director or his designee, and/or the City Manager's designee, who shall act as the City's representative(s) during the performance of the scope of services.

The selected inspector shall meet the following requirements

- Florida professional engineer with active and in standing license. The PE license shall be in Civil Engineering with structural discipline and with majority of practice in Structural Engineering.
- Proof of 5 years minimum experience in structural analysis, design and inspection of three-story or taller structures.
- The engineer must be a Florida licensed Threshold Inspector. To inspect threshold buildings, (threshold building means any building which is greater than three stories or 50 ft and height, or which has an assembly occupancy classification as defined in the Florida building code which exceeds 5,000 ft in area and an occupant content of greater than 500 persons), in addition to the engineer qualifications met above.

Addition to the insurance requirements herein, the Florida PE or the firm they are associated with, must have a professional errors and omissions liability insurance policy of a minimum of \$1,000,000.00 per occurrence.

SECTION 2 – INSTRUCTION TO RESPONDENTS

- A. The City will accept RFQ responses until **December 1, 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. 21-XX-CD Structural Engineering and Professional Consulting 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 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 **December 1, 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 seven (7) 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. 21-XX-CD Structural Engineering and Professional Consulting 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 two ranked respondents (top ranked and first alternate) will be submitted to the City Council for approval. Should negotiations with the top ranked respondent fail for any reason, Staff will inform City Council then will start negotiations with the first alternate.
- 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 a 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 Consultant 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 Consultant 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-consultants, if any. Identify any sub-consultants 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 project members) 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 project members".** This information shall be contained on a maximum of one (1) page.
- b) Provide a maximum of four resumes for key project members outlining the relevant experience and education for this project. Each resume is limited to one (1) page.
- 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 project members during the Contract period without the written agreement of the City.
- d) Availability location and workload of the proposed team contained on a maximum of one (1) page 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

The response should include 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. References – Past Performance

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.

6. 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 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 top two ranked respondents (top ranked and first alternate) will be presented to the City Council for approval to begin negotiations. Should negotiations with the top ranked respondent fail for any reason, Staff will inform City Council then will start negotiations with the first alternate.

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:

Description

Point Range

Proposals of the firm to include past performance	35
Assigned Staff Proposals & Experience	25
Project Approach	25
References	15

Total	100
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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 and all documents required. In addition, the Bid Committee will ascertain whether the Respondent has met the requirements set forth to render the required services according to federal and State laws and regulations and the scope of this RFQ.
2. The Bid Committee will score and rank all responsive Respondents 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 forward the top ranked firm and first alternate to the City Council for final approval to begin negotiations. Should negotiations with the top ranked respondent fail for any reason, Staff will inform City Council then will start negotiations with the first alternate. 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 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 inform City Council that negotiations have failed 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 prices, amounts and descriptive information must be legibly entered. The Respondent must state the price and the time of delivery for which they propose to deliver the equipment or service requested. 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 regards 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 seven (7) 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 Bid 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 consultant 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:

An Agreement outlining the Scope of Services with the intent of accomplishing a timely, cost-effective completion of a given project will be provided. Specific Task Order stipulating the 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 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:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. 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;
3. 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
4. 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





RESPONDENT

ACKNOWLEDGEMENT

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

RFQ Title: STRUCTURAL ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES

RFQ Number: 21-XX-CD

RFQ Received By: **December 1, 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: **December 1, 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 of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

Authorized Signature

Name Typed



RESPONDENT'S QUALIFICATION STATEMENT

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

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

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 Resident Agent: _____

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:

 - c. State whether general or limited partnership: _____
4. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Respondent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

- Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

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

10. State the name of the individual who will have personal supervision of the work:

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

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

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

14. 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

15. Bank References:

Bank	Address	Telephone

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

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

18. What will be your turnaround time for written responses to City inquires?

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

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

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

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

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: _____

A D D E N D A

CITY OF DESTIN
FLORIDA

**21-XX-CD STRUCTURAL ENGINEERING AND PROFESSIONAL
CONSULTING 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 BID**

CITY OF DESTIN, FLORIDA

**REQUEST FOR PROPOSAL (RFQ) NO. 21-XX-CD
“QUALIFICATIONS FOR STRUCTURAL ENGINEERING SERVICES AND PROFESSIONAL
CONSULTING SERVICES
FOR THE CITY OF DESTIN”**

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

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

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

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 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

My Commission expires:

CITY OF DESTIN, FLORIDA
REQUEST FOR PROPOSAL (RFQ) NO. 21-XX-CD
“QUALIFICATIONS FOR STRUCTURAL ENGINEERING AND PROFESSIONAL
CONSULTING 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: _____

**CITY OF DESTIN, FLORIDA
REQUEST FOR PROPOSAL (RFQ) NO. 21-XX-CD
“QUALIFICATIONS FOR STRUCTURAL ENGINEERING AND PROFESSIONAL
CONSULTING 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 NO. _____

E-MAIL _____

CITY OF DESTIN, FLORIDA
REQUEST FOR PROPOSAL (RFQ) NO. 21-XX-CD
“QUALIFICATIONS FOR STRUCTURAL ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES
FOR THE CITY OF DESTIN”

LIABILITY & INDEMNIFICATION FORM

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

CONSULTANT’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

CITY OF DESTIN, FLORIDA
REQUEST FOR PROPOSAL (RFQ) NO. 21-XX-CD
“QUALIFICATIONS FOR STRUCTURAL ENGINEERING AND PROFESSIONAL
CONSULTING 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. 21-06-ENG.
- QUALIFICATIONS FOR STRUCTURAL ENGINEERING AND PROFESSIONAL CONSULTING
SERVICES FOR THE CITY OF DESTIN, the undersigned certifies the following:

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

Sincerely,

Name and Title

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

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

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

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



CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL STRUCTURAL ENGINEERING SERVICES

This AGREEMENT FOR PROFESSIONAL STRUCTURAL ENGINEERING SERVICES (the "Agreement") made and entered into this _____ day of _____, 20____, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and Firm, INC. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide continuing general structural engineering and professional 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 CONSULTANT agree as set forth below.

**TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND
CONSULTANT**

**ARTICLE 1
CONSULTANT'S RESPONSIBILITIES**

1.1 CONSULTANT'S SERVICES

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

**ARTICLE 2
CONSULTANT’S SERVICES**

2.1 In accordance with REQUEST FOR QUALIFICATIONS NO. 21-XX-CD (“RFQ”) which is hereby incorporated into this Agreement and attached hereto as Exhibit “A”, CONSULTANT shall provide services including but not limited to: studies, surveys; design; preparation of plans, specifications and contract documents; conducting public information meetings, preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by the City); construction inspections, construction management; contract administration; project completion certifications and as-built surveys as may be required; presentations to the City Council, 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 “Consultant’s services”).

**ARTICLE 3
CONSULTANT’S COMPENSATION**

3.1 CONSULTANT shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit “B”.

3.2 CITY’S obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the CITY’S City Council of legally available funds for the purposes set forth in this Agreement. All payments upon Agreement are contingent upon the CONSULTANT’S Work being acceptable to the CITY. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the CITY’S Purchasing Policies.

3.3 Increases in the CONSULTANT’S Fee Schedule, attached as Exhibit “B”, may occur annually starting one year after contract execution. The increase must be requested in writing by the CONSULTANT. The annual rate of increase shall not exceed three percent (3%) and shall be based on actual salary increases to employees of the CONSULTANT. The CONSULTANT shall provide documentation of salary changes upon request by the CITY. Upon CITY review and approval, the CITY shall issue a letter of approval signed by the City Manager or his or her designee.

**ARTICLE 4
CITY’S RESPONSIBILITIES**

4.1 CITY SERVICES

4.1.1 The CITY shall designate a representative authorized to act on the CITY’S behalf as the CONSULTANT’S contact. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT’S services. All information and document submittals shall be made directly to this individual.

4.1.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the CONSULTANT’S services.

- 4.1.3 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

**ARTICLE 5
OWNERSHIP AND USE OF DOCUMENTS**

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

**ARTICLE 6
TERMINATION, SUSPENSION OR ABANDONMENT**

- 6.1 This Agreement may be terminated by the CITY upon not less than ten (10) days written notice should the CONSULTANT fail substantially to perform in accordance with the terms of this Agreement through no fault of the CITY.
- 6.2 This Agreement may be terminated by either party for any reason upon not less than thirty (30) days written notice.
- 6.3 The CITY may suspend an open task order upon not less than ten (10) days written notice.
- 6.4 If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.
- 6.5 In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

**ARTICLE 7
NOTICES**

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

CITY OF DESTIN

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

CONSULTANT

Name
Firm
Street Address, Suite xxx
City, State Zip Code
(xxx) – xxx-xxxx

ARTICLE 8**INSURANCE REQUIREMENTS**

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

insurance within seven (7) days of receipt of written notice at any time during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

ARTICLE 9 SOVEREIGN IMMUNITY

- 9.1 The parties further agree that nothing contained herein is intended to nor shall be construed 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 CONSULTANT shall indemnify, defend, save, and hold the CITY, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, and employees in the performance of the Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

- 11.1 The CITY and CONSULTANT intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in the state courts of Okaloosa County, Florida and no where else.
- 11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.
- 11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.
- 11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.
- 11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

- 11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.
- 11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.
- 11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.
- 11.9 Time is of the essence under this Agreement.
- 11.10 The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly 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.
- 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. CONSULTANT 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 CONSULTANT 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.

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

CITY:

CONSULTANT:

Lance Johnson
Its: City Manager

By: _____
Its: _____

Date

Date

Attest to Signature:

Witness to Signature:

Rey Bailey
City Clerk

Print Name: _____

SEAL

Witness to Signature:

Approved as to Legal Form:

Print Name: _____

Kyle Bauman
City Attorney

EXHIBITS

- A. Request for Proposal No. 21-XX-CD
- B. Fee Schedule
- C. Certificates of Insurance

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Lance Johnson, City Manager
Krystal Strickland, Finance Director

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Ryan Scott, City Engineer

DATE: November 1, 2022

SUBJECT: Cross Town Connector 100% Plans

I. BACKGROUND: At the October 17, 2022 City Council meeting, the City Council directed Staff to continue the redesign of the Destin Cross Town Connector roadway facility and retention system utilizing the ADS StormTech system and undergrounding retention area #2.

II. DISCUSSION: Per City Council's directive, the Atkins Consultants have provided the final design plans (100% Construction Plans) for the last segment of the Cross Town Connector. The plans reflect the ADS StormTech system for undergrounding retention pond #2. In addition, the City Engineer has proceeded to design a draft concept rendering of a park facility, in order to provide the Council an idea of one of the possible options. Should the Council be comfortable with moving forward with the 100% plans, the following are the remaining tasks in the overall Cross Town Connect Project Process:

1. **Completing the PD & E Study revision**
2. **Future Land Use Map (FLUM) Amendment & Rezoning**
3. **Completing the Major Subdivision/Major Development Order**
4. **Obtaining NFWMD permits**
5. **Obtaining required State permits**
6. **Completing the property acquisitions for the remaining properties needed for the project.**

A. Link to Strategic Goals / Objectives: Complete 2-lane section of Cross Town Connector

Improve mobility and connectivity.

B. Effect on Budget (EOB): No additional effect on budget

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: Staff recommends that the Council approve the 100% plans and direct Staff to proceed with undertaking the remaining tasks 1-6 as outlined in the Cross Town Connector Project. In addition, Staff recommends that the Council direct the Parks and Recreation Department to coordinate the design of the park facility for the Cross Town Connector, in conjunction with the City Engineer and the Parks and Recreation Committee and bring back the design for Council review.

IV. RECOMMENDED MOTION: I move that the City Council direct the City Manager to approve the following:

1. **100% Design Plans**
2. **100% Landscape Plans**
3. **Continue with remaining tasks 1-6 as outlined**
4. **Direct the Parks and Recreation Department to coordinate the design of the park facility for the Cross Town Connector, in conjunction with the City Engineer and the Parks and Recreation Committee and bring back design for Council's review.**

Attachments:

1. Roadway
2. Landscape
3. Signing Marking
4. Lighting
5. Spec Package
6. Conceptual Linear Park Layout



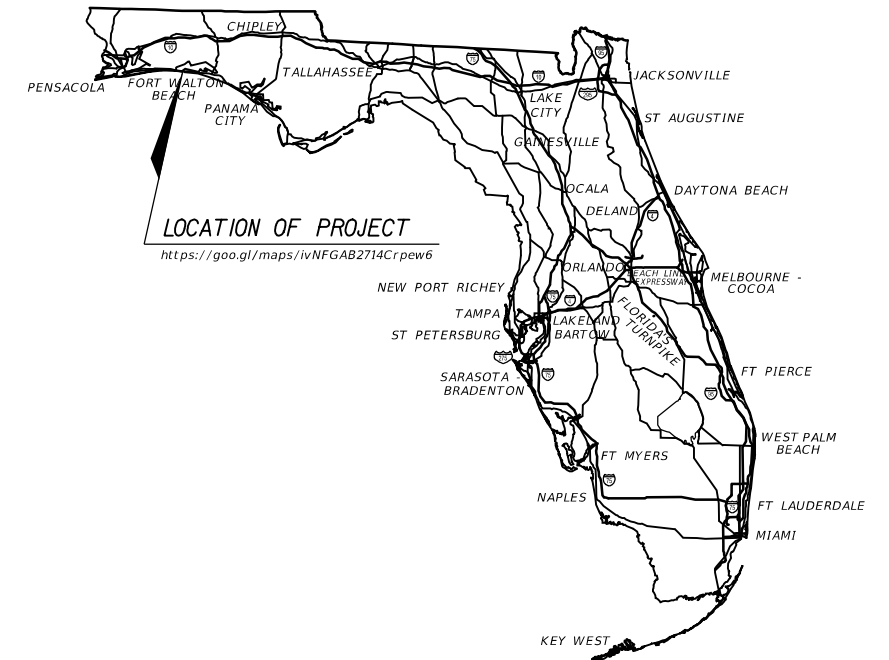
CITY OF DESTIN

CONTRACT PLANS

FINANCIAL PROJECT ID 440553-1-X4-01

OKALOOSA COUNTY

DESTIN CROSS TOWN CONNECTOR



CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
LIGHTING PLANS
LANDSCAPE PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	DRAINAGE MAP
5-14	TYPICAL SECTIONS
15-16	SUMMARY OF DRAINAGE STRUCTURES
17	PROJECT LAYOUT
18	GENERAL NOTES
19-27	PLAN & PROFILE SHEETS
28-29	SPECIAL PROFILES
30-31	BACK OF SIDEWALK PROFILES
32-33	INTERSECTION DETAILS
34-50	DRAINAGE STRUCTURES
51-53	POND DETAIL
54-61	POND CROSS SECTIONS
62	DRAINAGE DETAILS
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67-92	CROSS SECTIONS
93-94	STORMWATER POLLUTION PREVENTION PLAN
95-96	EROSION AND SEDIMENT CONTROL PLAN
97-122	TEMPORARY TRAFFIC CONTROL PLAN
123-131	UTILITY ADJUSTMENTS
SQ-1 - SQ-17	SUMMARY OF QUANTITIES

ADS 1 - ADS 7* ADS CHAMBER SYSTEM

GOVERNING STANDARD PLANS:

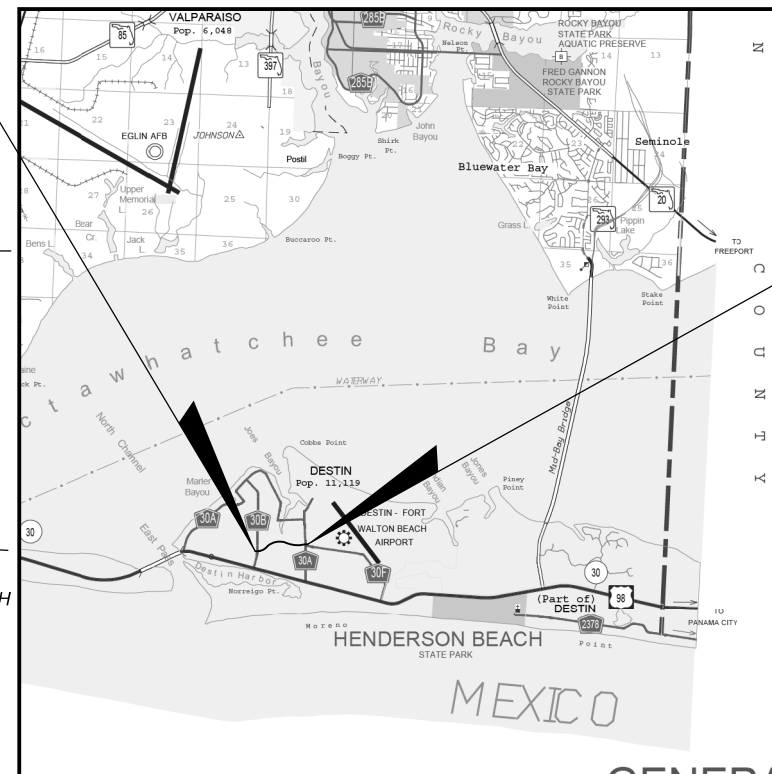
Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2022 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH DECEMBER 2021 CITY OF DESTIN LAND DEVELOPMENT CODE, THE 2016 FLORIDA GREENBOOK, THE FY 2022-23 FDOT STANDARD PLANS, AND THE JANUARY 2022 FDOT STANDARD SPECIFICATIONS.



N.T.S.

END PROJECT
END CONSTRUCTION
STA. 48+47.14

PHASE IV (100%) SUBMITTAL
NOVEMBER 2022

ROADWAY PLANS ENGINEER OF RECORD:

EDWIN J. RAMOS, P.E.
P.E. NO.: 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

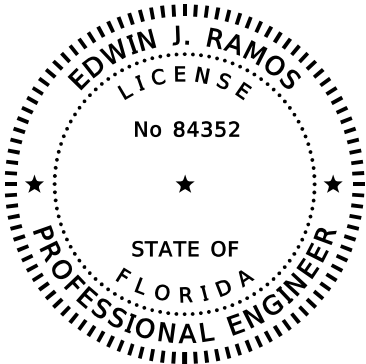
PROJECT MANAGER:

JOE D. BODI

* This sheet is included in the Index of Roadway Plans only to indicate that it is part of the Roadway Plans. This sheet is contained in a separate digitally signed and sealed document.

SHEET
NO.

1



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

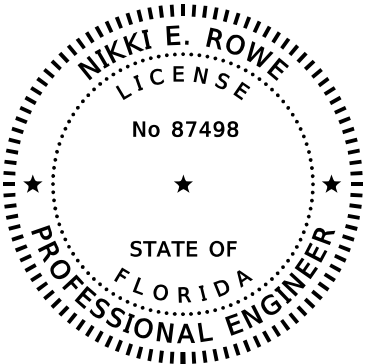
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ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
EDWIN J. RAMOS, P.E. NO. 84352

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO. SHEET DESCRIPTION

1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
5-14	TYPICAL SECTIONS
17	PROJECT LAYOUT
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97-122	TEMPORARY TRAFFIC CONTROL PLAN
123-131	UTILITY ADJUSTMENTS
SQ-1 - SQ-3;	SUMMARY OF QUANTITIES
SQ-6 - SQ-17	



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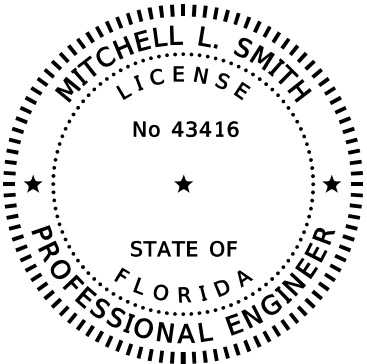
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ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
NIKKI E. ROWE, P.E. NO. 87498

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO. SHEET DESCRIPTION

2	SIGNATURE SHEET
4	DRAINAGE MAP
15-16	SUMMARY OF DRAINAGE STRUCTURES
34-50	DRAINAGE STRUCTURES
51-53	POND DETAIL
54-61	POND CROSS SECTIONS
62	DRAINAGE DETAILS
93-94	STORMWATER POLLUTION PREVENTION PLAN
95-96	EROSION AND SEDIMENT CONTROL PLAN
SQ-4 - SQ-5	SUMMARY OF QUANTITIES



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TIERRA, INC.
1300 WEST MAIN STREET
PENSACOLA, FL 32502
MITCHELL L. SMITH, P.E. NO. 43416

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO. SHEET DESCRIPTION

2	SIGNATURE SHEET
64-65	ROADWAY SOIL PROFILES
66	BORING LOCATION PLAN

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								2

SUMMARY OF ROADWAY

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0101-1	MOBILIZATION	LS	1.0
0102- 1	MAINTENANCE OF TRAFFIC	LS	1.0
0102-2-200	SPECIAL DETOUR - TEMPORARY PAVEMENT	LS/SY	2,914.0
0102-2-300	SPECIAL DETOUR - TEMPORARY EARTHWORK/BASE	LS/CY	44.0
0102-4	PEDESTRIAN SPECIAL DETOUR	LS/SY	350.0
0102-60	WORK ZONE SIGN	ED	26,790.0
0102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF	1,188.0
0102-71-15	TEMPORARY BARRIER, F&I, TYPE K	LF	368.0
0102-74-1	CHANNELIZING DEVICE - TYPE I, II, DI, VP, DRUM, OR LCD	ED	43,465.0
0102-89-1	TEMPORARY CRASH CUSHION	EA	2.0
0102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	1,641.0
0102-115	TYPE III BARRICADE	ED	3,376.0
0104- 10- 3	SEDIMENT BARRIER	LF	4,794.0
0104-18	INLET PROTECTION SYSTEM	EA	9.0
0107-1	LITTER REMOVAL	AC	78.7
0107-2	MOWING	AC	39.7
0110-1-1	CLEARING AND GRUBBING	LS/AC	10.220
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	2,400.0
0110-7	MAILBOX, F&I SINGLE	EA	11.0
0120-1	REGULAR EXCAVATION	CY	9,778.0
0120-6	EMBANKMENT	CY	5,283.0
0160-4	TYPE B STABILIZATION	SY	13,378.0
0285-706	OPTIONAL BASE, BASE GROUP 06	SY	10,314.0
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	1,601.0
0334 1 12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	TN	850.9
0337 7 81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22	TN	983.0
0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	SY	303.7
0400-0-11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011	CY	12.1
0425 1 201	INLETS, CURB, TYPE P-9, <10'	EA	2.0
0425 1 311	INLETS, CURB, TYPE P-1, <10'	EA	22.0
0425 1 321	INLETS, CURB, TYPE P-2, <10'	EA	4.0
0425 1 351	INLETS, CURB, TYPE P-5, <10'	EA	16.0
0425 1 361	INLETS, CURB, TYPE P-6, <10'	EA	2.0
0425 1 521	INLETS, DT BOT, TYPE C,<10'	EA	4.0
0425 1 711	INLETS, GUTTER, TYPE V, <10'	EA	1.0
0425 1 910	INLETS, CLOSED FLUME	EA	2.0
0425 2 61	MANHOLES, P-8, <10'	EA	3.0
0425 2 62	MANHOLES, P-8, >10'	EA	2.0
0430 174 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	3,575.0
0430 174 124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	711.0
0430 982 125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	1.0
0430 982 129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	1.0
0515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	115.0
0520-1-7	CONCRETE CURB & GUTTER, TYPE E	LF	2,994.0
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	5,788.0
0520-2-2	CONCRETE CURB, TYPE B	LF	142.0
0520-2- 4	CONCRETE CURB, TYPE D	LF	226.0
0520-2-8	CONCRETE CURB, TYPE RA	LF	302.0
0520-70	CONCRETE TRAFFIC SEPARATOR, SPECIAL - VARIABLE WIDTH	SY	158.0
0522-1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	642.0
0522-2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	6,409.0
0527- 2-	DETECTABLE WARNINGS	SF	536.0
0530 3 4	RIPRAP - RUBBLE, F&I, DITCH LINING	TN	50.9

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SUMMARY OF PAY ITEMS

SHEET NO.
3

SUMMARY OF ROADWAY

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0530 74	BEDDING STONE	TN	18.3
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	2.269
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	56.0
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	2.429

SUMMARY OF SIGNING

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	38.0
0700-1-12	SINGLE POST SIGN, F&I, 12-20 SF	AS	2.0
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	3.0
0700-1-60	SINGLE POST SIGN, REMOVE	AS	14.0
0700-2-60	MULTI-POST SIGN, REMOVE	AS	2.0
0705-10-1	OBJECT MARKER, TYPE 1	EA	2.0
0705-10-4	OBJECT MARKER, TYPE 4	EA	3.0
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	118.0
0710-90	PAINTED PAVEMENT MARKING, FINAL SURFACE	LS	1.0
0711- 11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	721.0
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	115.0
0711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 GAP EXTENSION, 6"	GM	0.057
0711-11-144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED GUIDELINE EXTENSION LINE, 12" FOR ROUNDABOUT	GM	0.025
0711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	4.0
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	6.0
0711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL AND CHEVRON	LF	64.0
0711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	548.0
0711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	5.0
0711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	5.0
0711- 16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6	GM	1.210
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	1.341
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.022

SUMMARY OF LIGHTING

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	5,600.0
0639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	2.0
0639-2-1	ELECTRIC SERVICE WIRE, FURNISH & INSTALL	LF	600.0
0715-1-11	LIGHTING CONDUCTORS, F&I, INSULATED	LF	16,800.0
0715-4-215	LIGHT POLE COMPLETE (LUMINAIRE, POLE, FOUNDATION)	EA	64.0
0715-5-31	LUMINAIRE & BRACKET ARM	EA	65.0
0715-500-1	LIGHT POLE CABLE DISTRIBUTION SYSTEM	EA	64.0

SUMMARY OF LANDSCAPE

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0570-1-2	PERFORMANCE TURF, SOD	SY	22,793.0
0580-1-1	LANDSCAPE COMPLETE - SMALL PLANTS	LS	1.0
0580-1-2	LANDSCAPE COMPLETE - LARGE PLANTS	LS	1.0
0590-70	IRRIGATION SYSTEM	LS	1.0

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USER: LAZO652811/1/2022 7:22:03 PM Defaultc:\pw_work\atknaf101\lazo6528\dms76945\CESSRD01.dgn

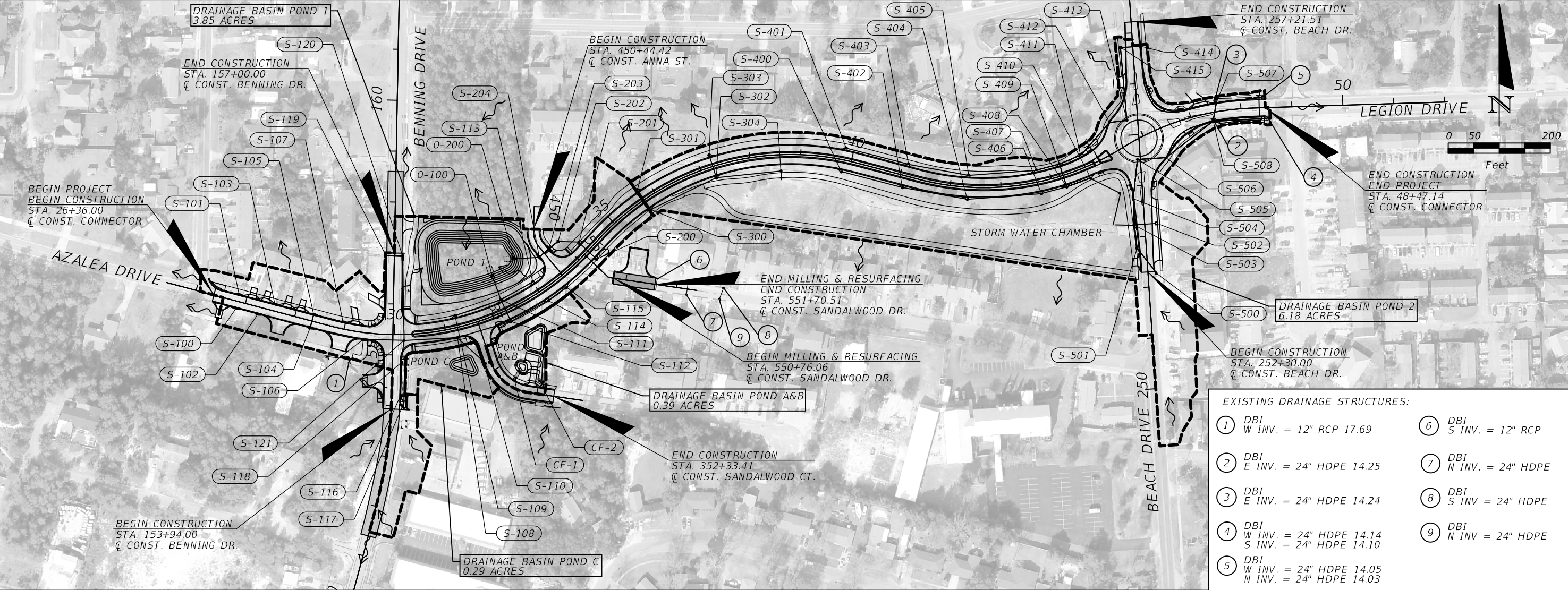
DO NOT USE THE INFORMATION ON THIS SHEET FOR CONSTRUCTION PURPOSES. THIS SHEET IS IN THE PLANS FOR DOCUMENTATION AND TO ASSIST CONSTRUCTION PERSONNEL WITH DRAINAGE CONCERNS.

BEGIN PROJECT
BEGIN CONSTRUCTION
BEGIN PGL
STA. 26+36.00

END PROJECT
END CONSTRUCTION
STA. 48+47.14

END PGL
STA. 48+36.00

SCALE: 1" = 200' Horizontal
1" = 5' Vertical



EXISTING DRAINAGE STRUCTURES:

- | | |
|---|----------------------------|
| 1 DBI
W INV. = 12" RCP 17.69 | 6 DBI
S INV. = 12" RCP |
| 2 DBI
E INV. = 24" HDPE 14.25 | 7 DBI
N INV. = 24" HDPE |
| 3 DBI
E INV. = 24" HDPE 14.24 | 8 DBI
S INV = 24" HDPE |
| 4 DBI
W INV. = 24" HDPE 14.14
S INV. = 24" HDPE 14.10 | 9 DBI
N INV = 24" HDPE |
| 5 DBI
W INV. = 24" HDPE 14.05
N INV. = 24" HDPE 14.03 | |

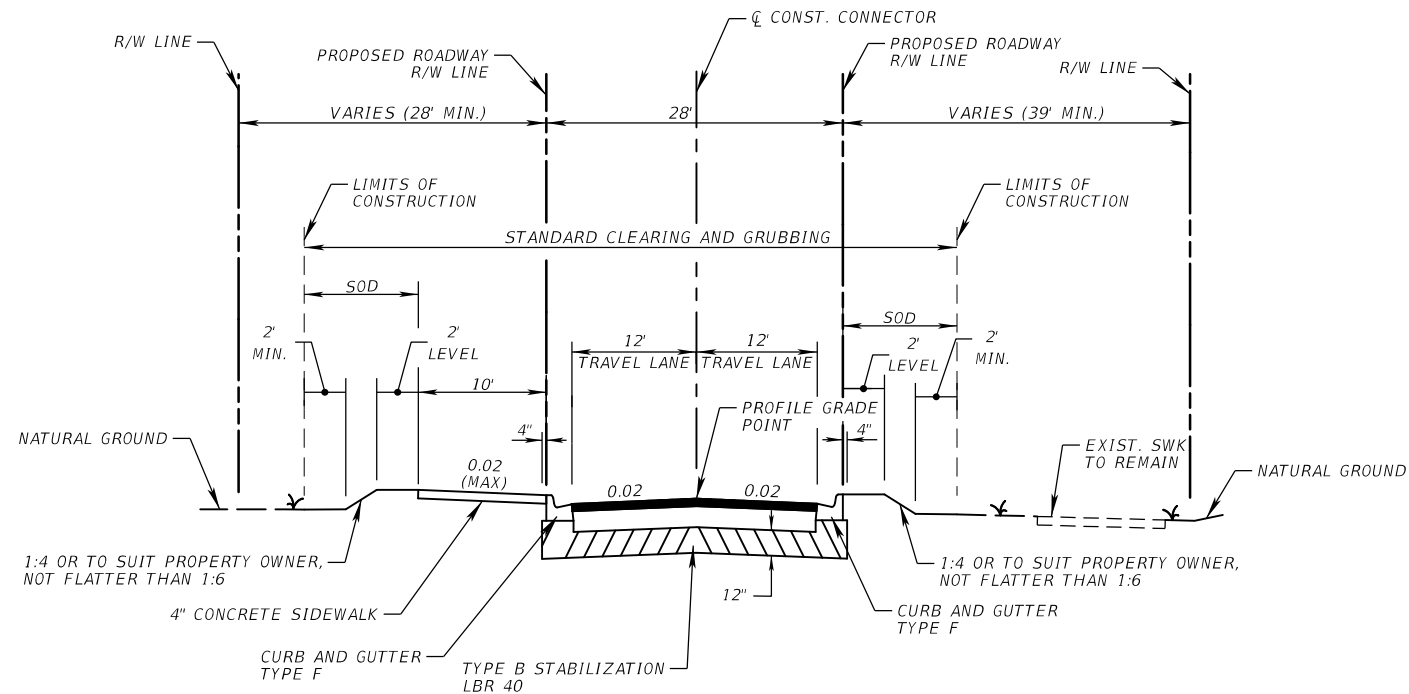
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE MAP

SHEET NO.
4



TYPICAL SECTION (1)
EXISTING AZALEA DR ROW
STA. 26+36.00 TO STA. 30+39.54 (CONNECTOR AT AZALEA DR.)

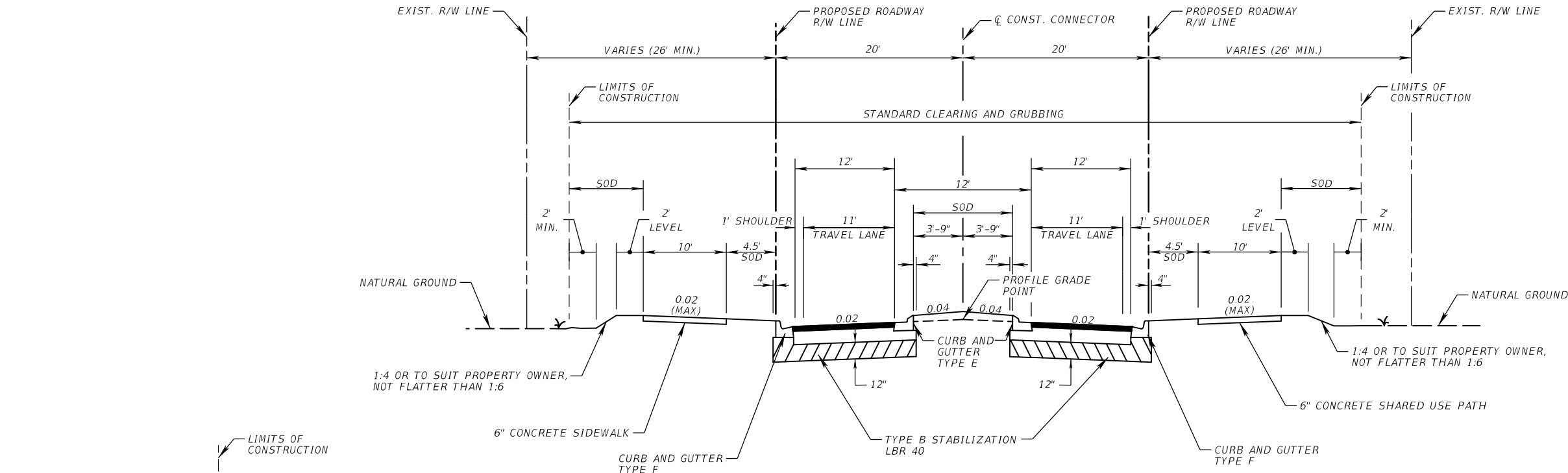
TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

DESTIN CROSS TOWN (AZALEA DR.)
CONNECTOR TRAFFIC DATA

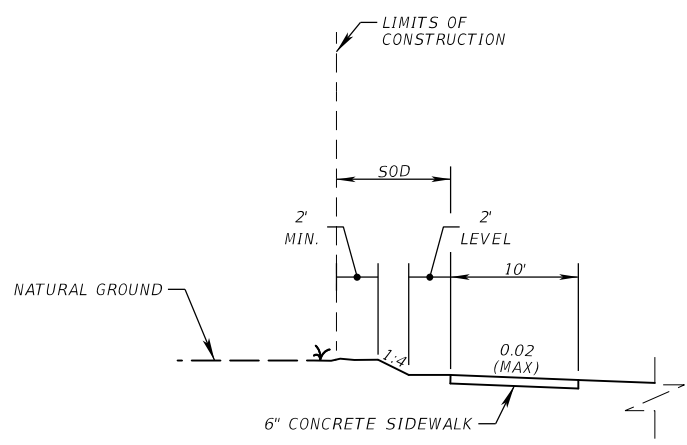
CURRENT YEAR = 2020 AADT = 4,300
ESTIMATED OPENING YEAR = 2023 AADT = 5,400
ESTIMATED DESIGN YEAR = 2043 AADT = 6,500
K = 9% D = 65.9% T = 4.4% (24 HOUR)
DESIGN HOUR T = 2.2%
DESIGN SPEED = 35 MPH

**** CONTRACTOR MAY SUBSTITUTE FULL DEPTH ASPHALT IN LIEU OF BASE AT NO ADDITIONAL COST TO THE CITY TO FACILITATE CONSTRUCTION AT ROADWAY CONNECTIONS.**

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		5
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



TYPICAL SECTION (2)
NEW AZALEA DR
STA. 30+39.54 TO STA. 35+00.00 (CONNECTOR)



SLOPE DETAIL (1:4 SLOPE)
STA. 32+90.00 TO 33+40.00 (LT)

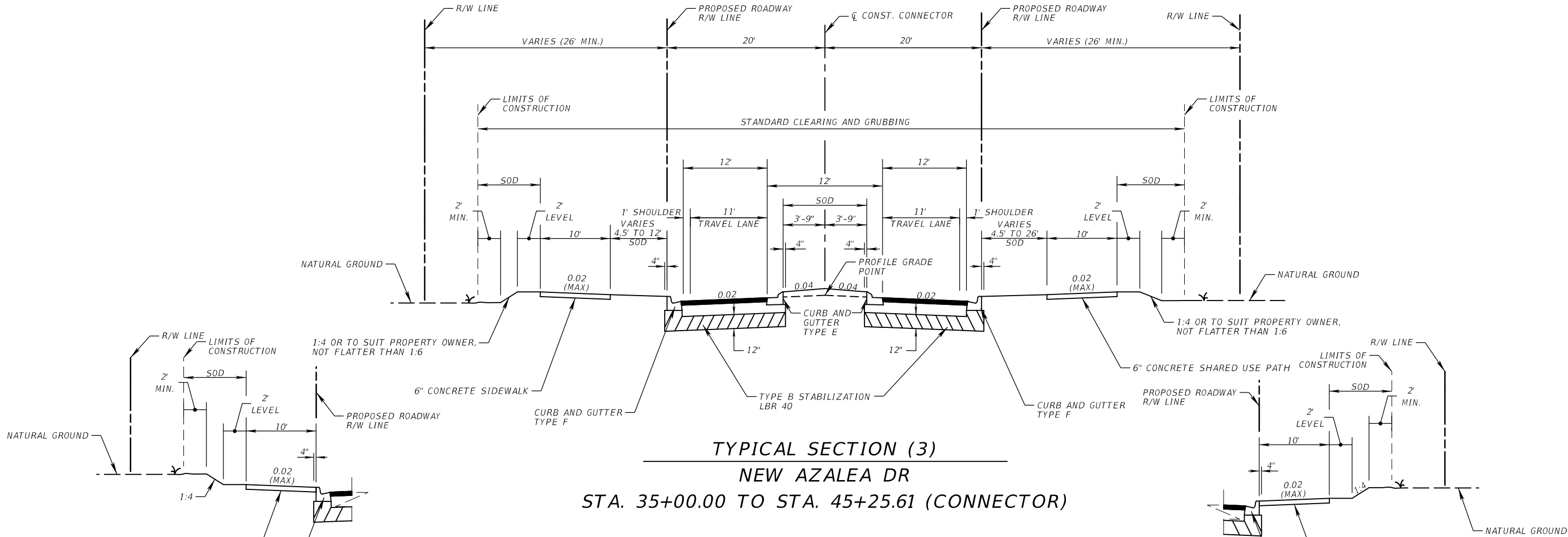
TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 1/2") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 1/2") (PG 76-22)

TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 3,700
ESTIMATED OPENING YEAR = 2023 AADT = 5,700
ESTIMATED DESIGN YEAR = 2043 AADT = 6,800
K = 9% D = 66.8% T = 2.7% (24 HOUR)
DESIGN HOUR T = 1.35%
DESIGN SPEED = 35 MPH

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								6

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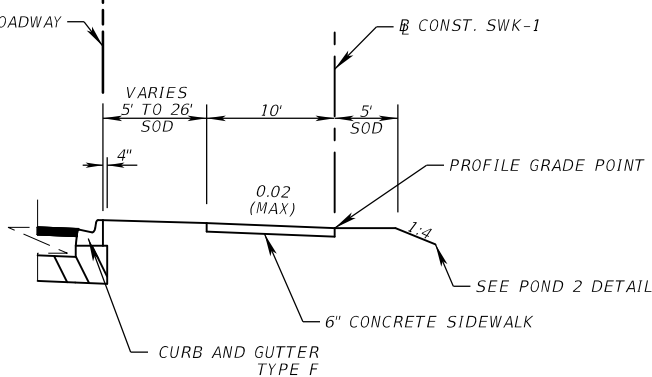


TYPICAL SECTION (3)
NEW AZALEA DR
STA. 35+00.00 TO STA. 45+25.61 (CONNECTOR)

TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 1/2") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 1/2") (PG 76-22)

SIDEWALK DETAIL
STA. 43+90.00 TO 44+30.00 (LT)

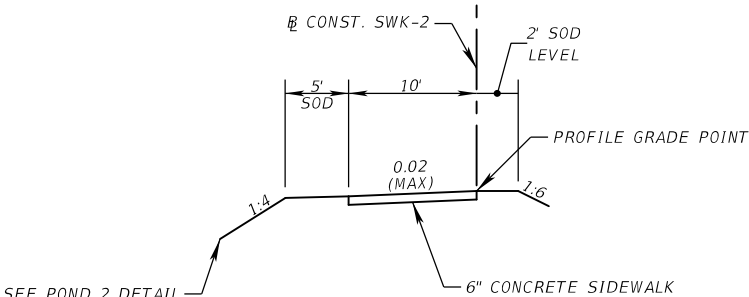
SIDEWALK DETAIL
STA. 35+67.80 TO 36+24.20 (RT)



SIDEWALK DETAIL
STA. 37+94.42 TO 42+25.61 (RT)

TRAFFIC DATA

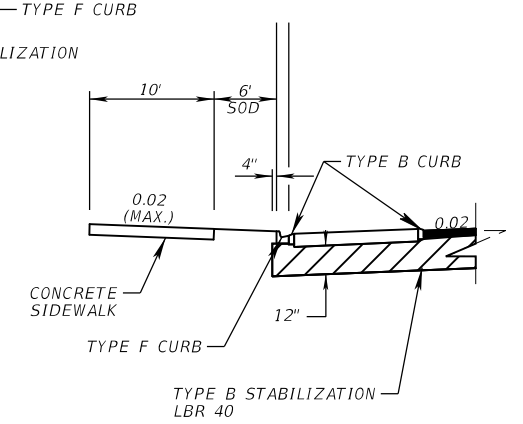
CURRENT YEAR = 2020 AADT = 3,700
 ESTIMATED OPENING YEAR = 2023 AADT = 5,700
 ESTIMATED DESIGN YEAR = 2043 AADT = 6,800
 K = 9% D = 66.8% T = 2.7% (24 HOUR)
 DESIGN HOUR T = 1.35%
 DESIGN SPEED = 35 MPH

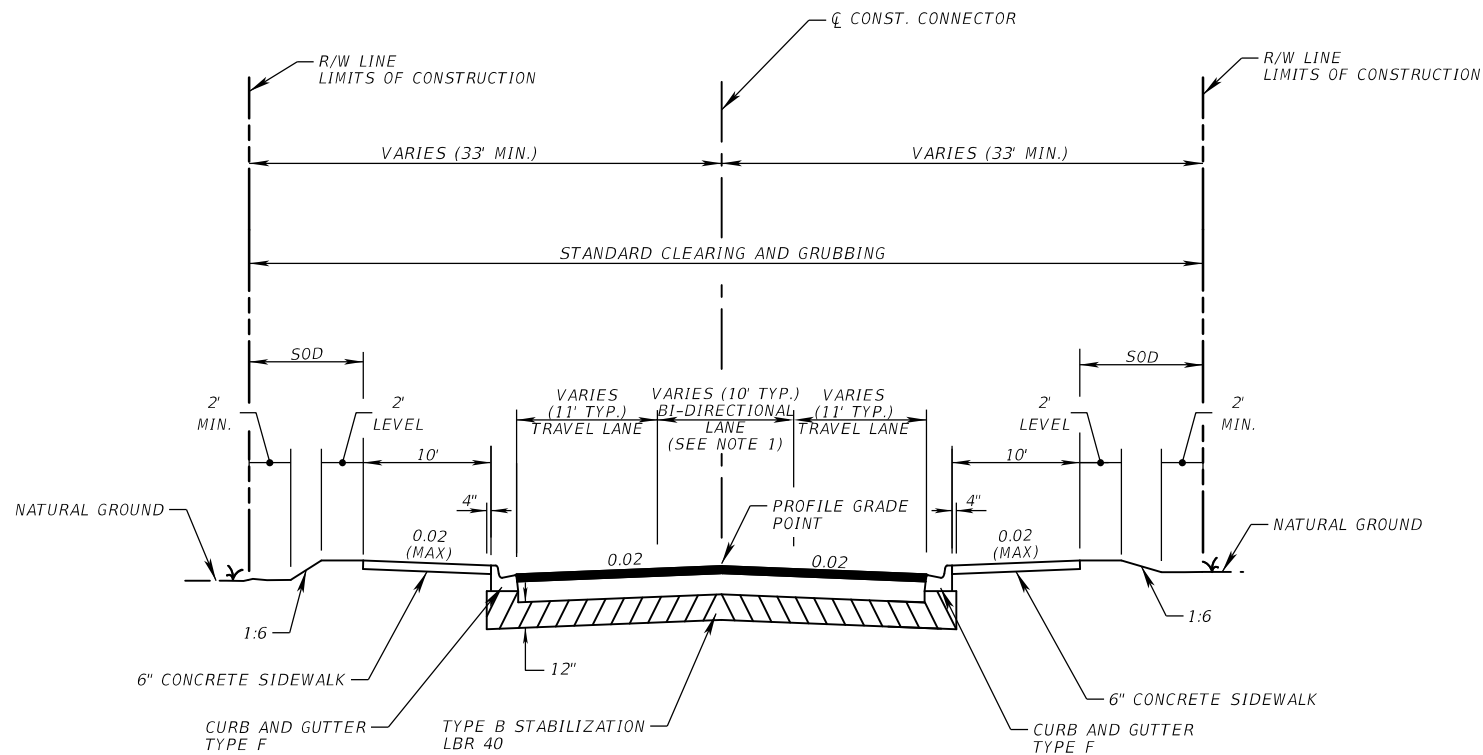


CONCRETE SHARED USE PATH
STA. 0+00.00 TO STA. 9+10.69

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		7

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.





TYPICAL SECTION (5)
STA. 46+57.69 TO STA. 48+36.00 (CONNECTOR AT LEGION DR.)

TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 1/2") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 1/2") (PG 76-22)

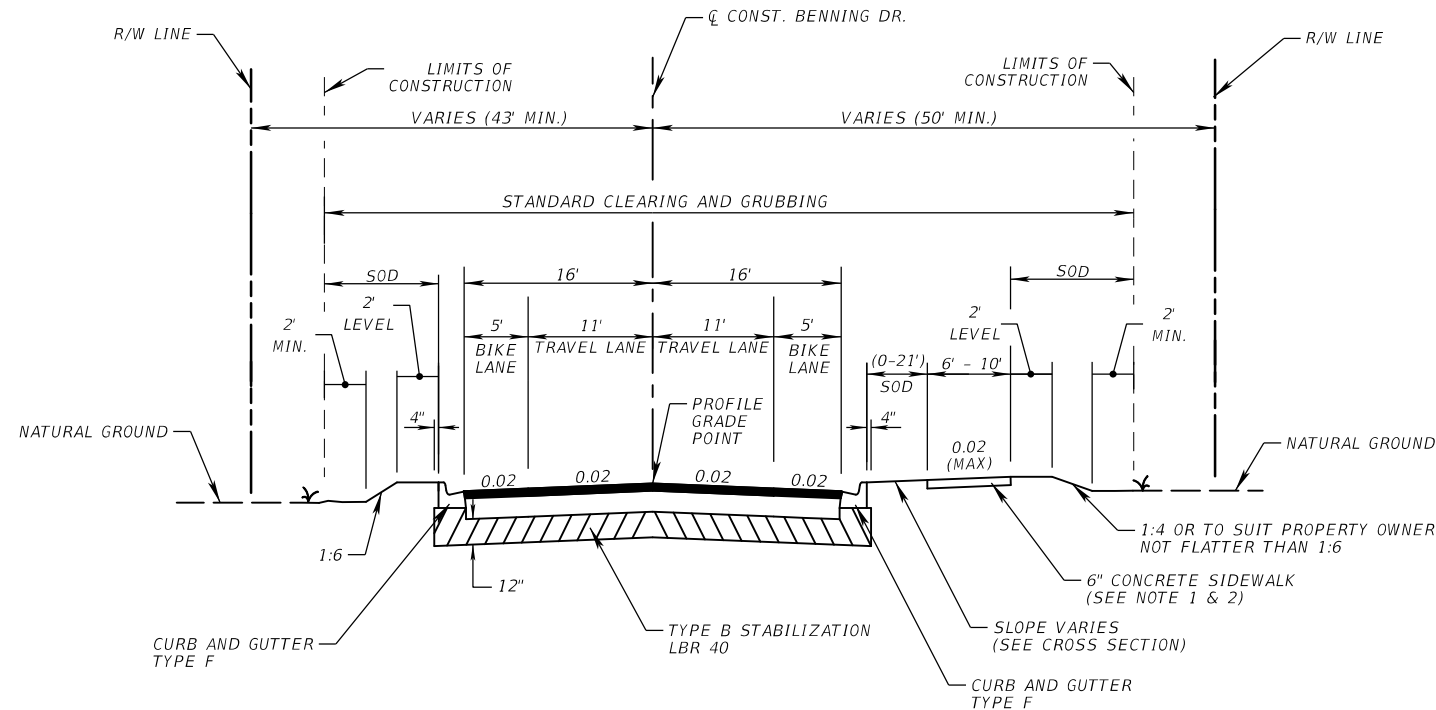
NOTES:

1. SEE ROADWAY PLANS/PROFILE SHEETS FOR CONCRETE TRAFFIC SEPARATOR TYPE I OPTION II LIMITS.

DESTIN CROSS TOWN (LEGION DR.)
CONNECTOR TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 8,000
ESTIMATED OPENING YEAR = 2023 AADT = 8,500
ESTIMATED DESIGN YEAR = 2043 AADT = 10,200
K = 9% D = 52.0% T = 2.7% (24 HOUR)
DESIGN HOUR T = %
DESIGN SPEED = 35 MPH

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		9

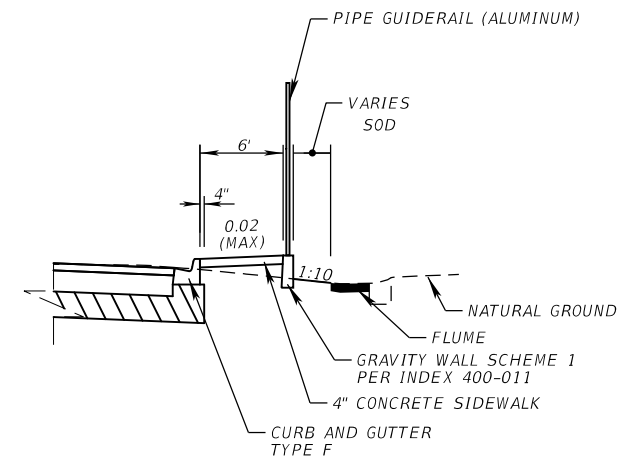


- NOTES:
1. SIDEWALK TRANSITION FROM 0.02 TO -0.02 BETWEEN STA. 155+95.53 TO STA. 156+40.53 (RT) & BETWEEN STA. 157+50.42 TO STA. 157+72.57 (RT)
 2. USE 4" CONCRETE AT ALL 6' WIDE SIDEWALK LOCATIONS.

TYPICAL SECTION (6)
STA. 153+94.00 TO STA. 157+00.00 (BENNING DRIVE)

TRAVEL AND BIKE LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

EXISTING TRAVEL LANES
STA. 151+40.00 TO STA. 153+94.00
STA. 157+00.00 TO STA. 158+60.00
MILL EXISTING ASPHALT PAVEMENT (1 ½" DEPTH)
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

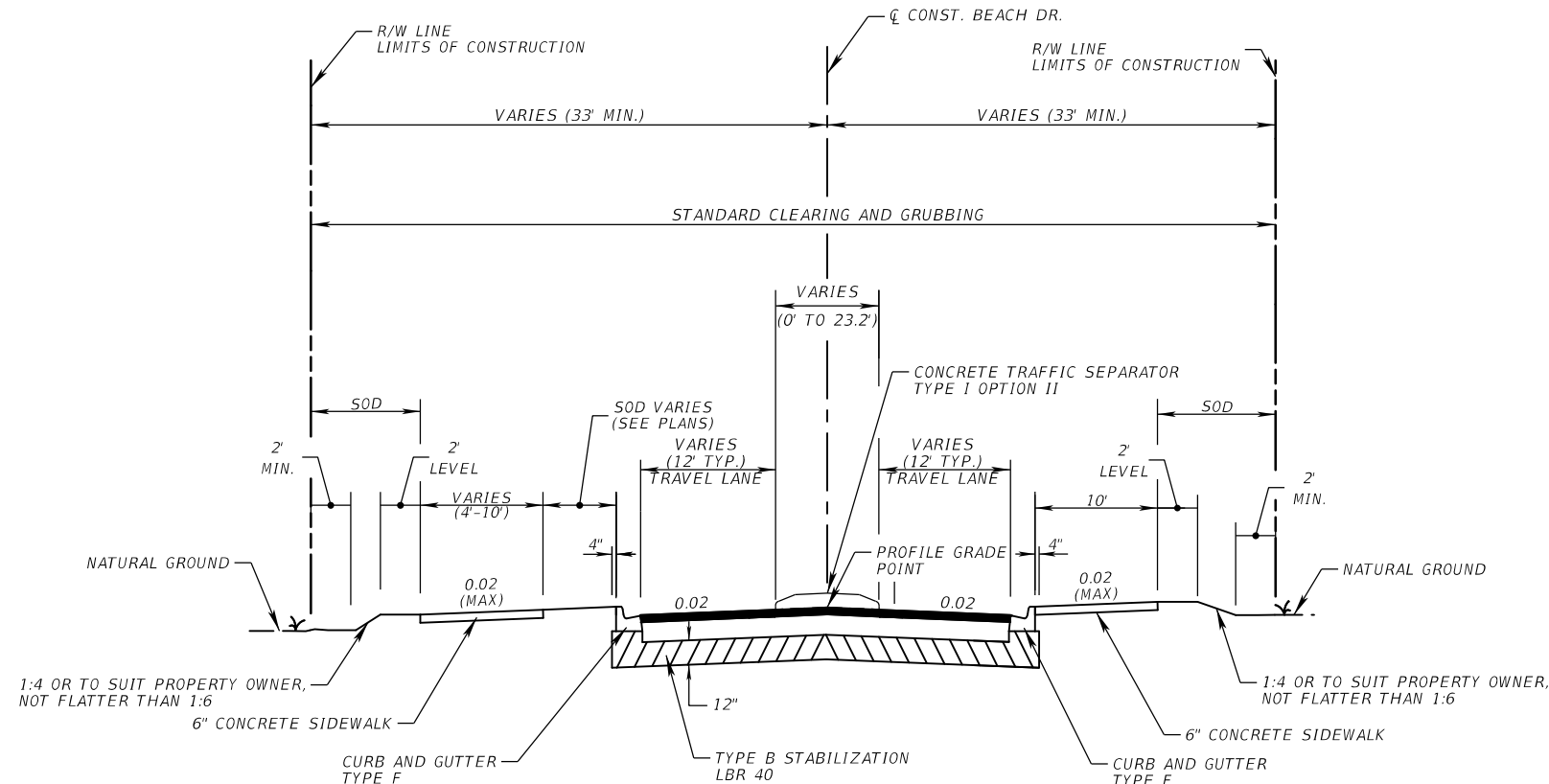


GRAVITY WALL DETAIL
STA. 153+90.05 TO STA. 154+33.13 (RT)

BENNING DR. TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 3,800
 ESTIMATED OPENING YEAR = 2023 AADT = 4,000
 ESTIMATED DESIGN YEAR = 2043 AADT = 4,800
 K = 9% D = 59.8% T = 5.6% (24 HOUR)
 DESIGN HOUR T = %
 DESIGN SPEED = 35 MPH

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		10

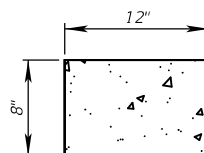


TYPICAL SECTION (7)

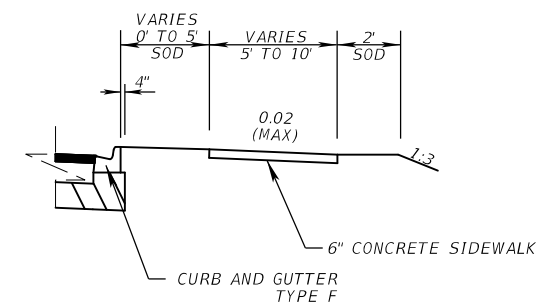
STA. 252+30.00 TO STA. 254+27.11 (BEACH DRIVE)
STA. 255+58.44 TO STA. 257+21.51 (BEACH DRIVE)

TRAVEL LANES

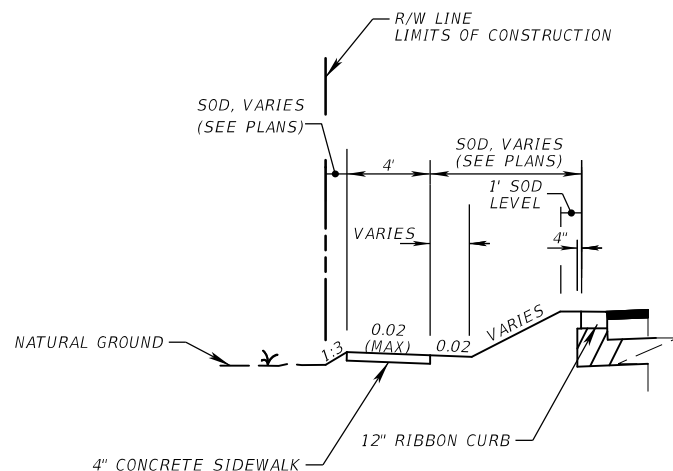
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 1/2") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 1/2") (PG 76-22)



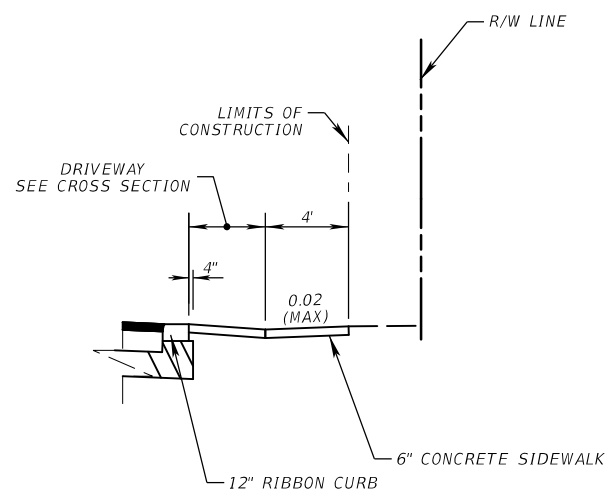
CONCRETE RIBBON CURB DETAIL
N.T.S.



SIDEWALK DETAIL
STA. 256+95.53 TO STA. 257+21.51 (RT)



SIDEWALK WITH RIBBON CURB DETAIL
STA. 255+87.61 TO STA. 257+20.00 (LT)

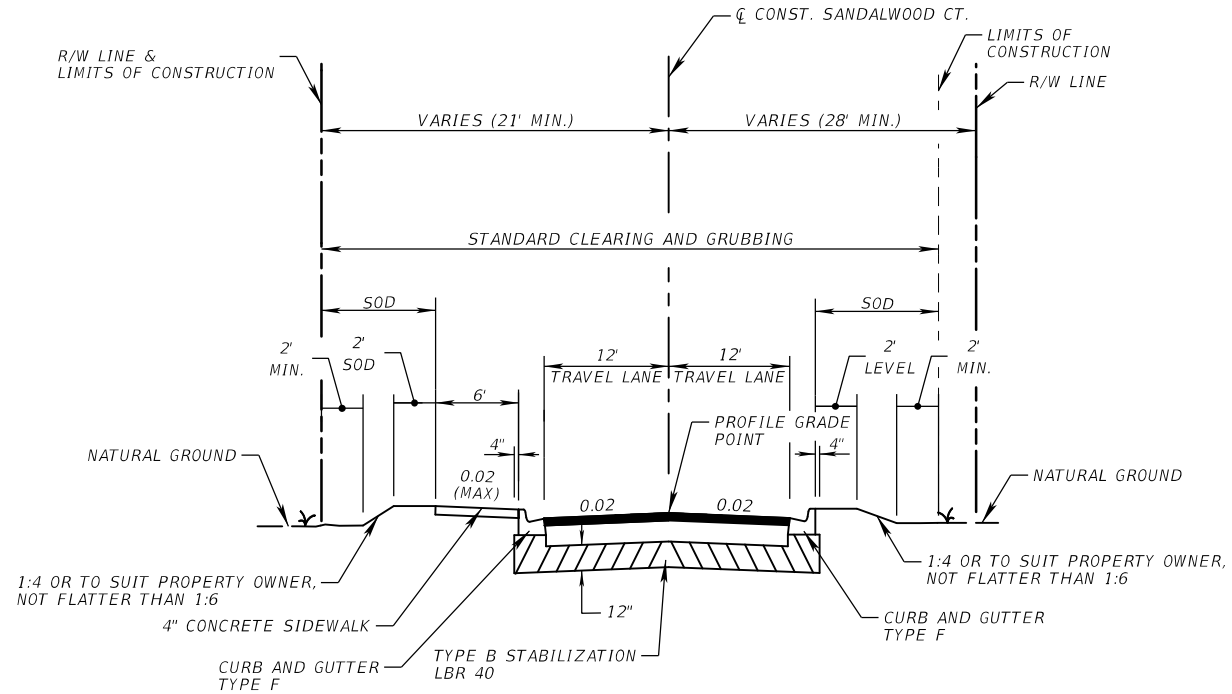


SIDEWALK WITH RIBBON CURB DETAIL
STA. 252+30.00 TO STA. 253+81.49 (RT)

BEACH DR. TRAFFIC DATA

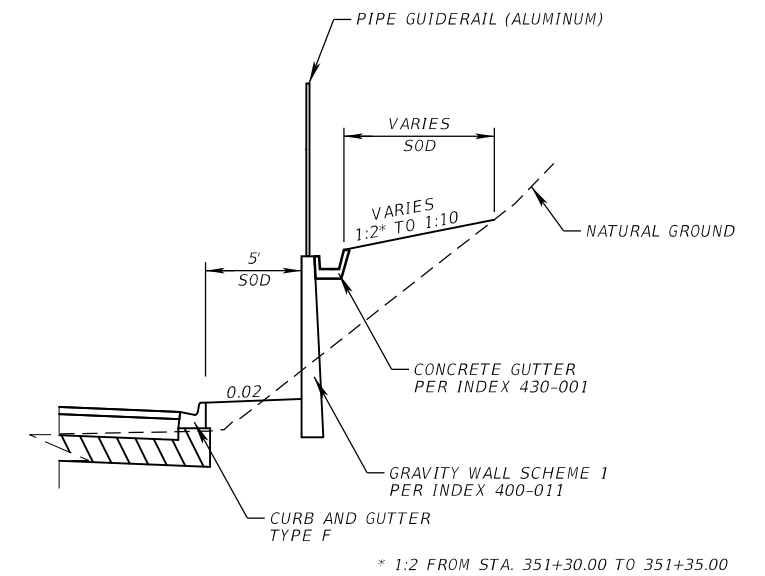
CURRENT YEAR = 2020 AADT = 5,100
ESTIMATED OPENING YEAR = 2023 AADT = 6,300
ESTIMATED DESIGN YEAR = 2043 AADT = 7,550
K = 9% D = 64.5% T = 5.6% (24 HOUR)
DESIGN HOUR T = 2.8 %
DESIGN SPEED = 35 MPH

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SHEET NO. 11
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:	
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR	



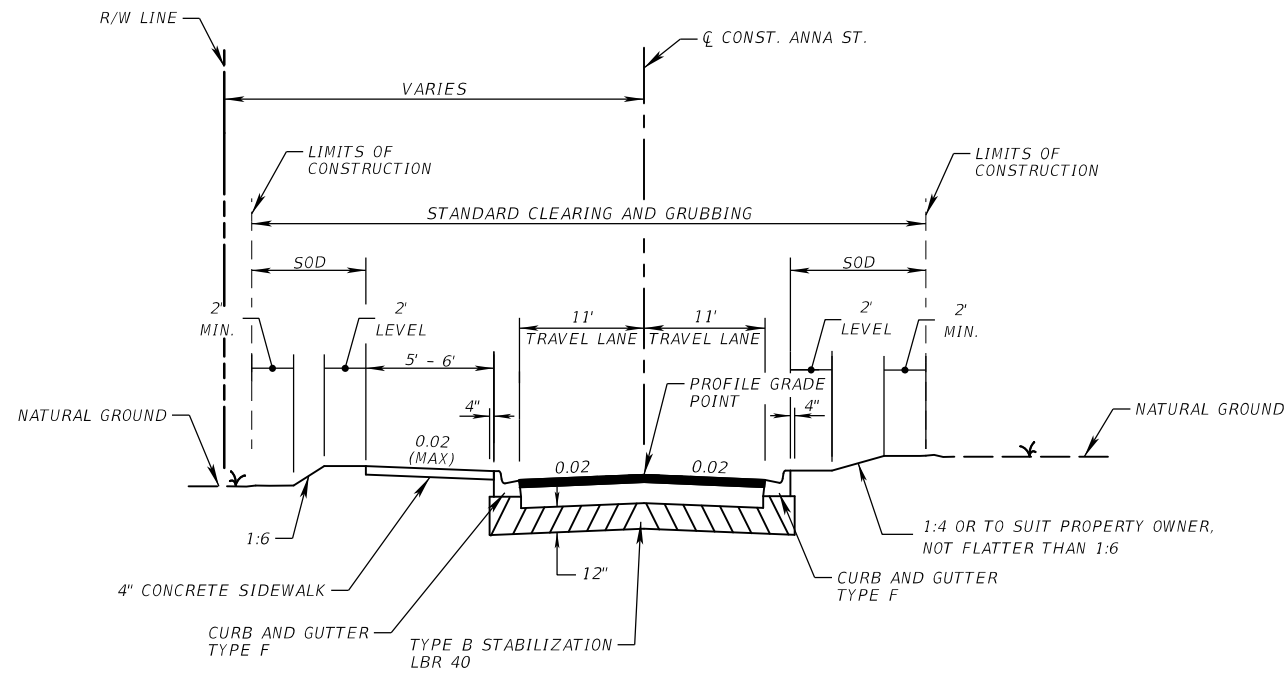
TYPICAL SECTION (8)
STA. 350+18.00 TO STA. 352+33.41 (SANDALWOOD CT.)

TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 1/2") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 1/2") (PG 76-22)



GRAVITY WALL DETAIL
STA. 351+30.00 TO STA. 352+00.00 (RT)

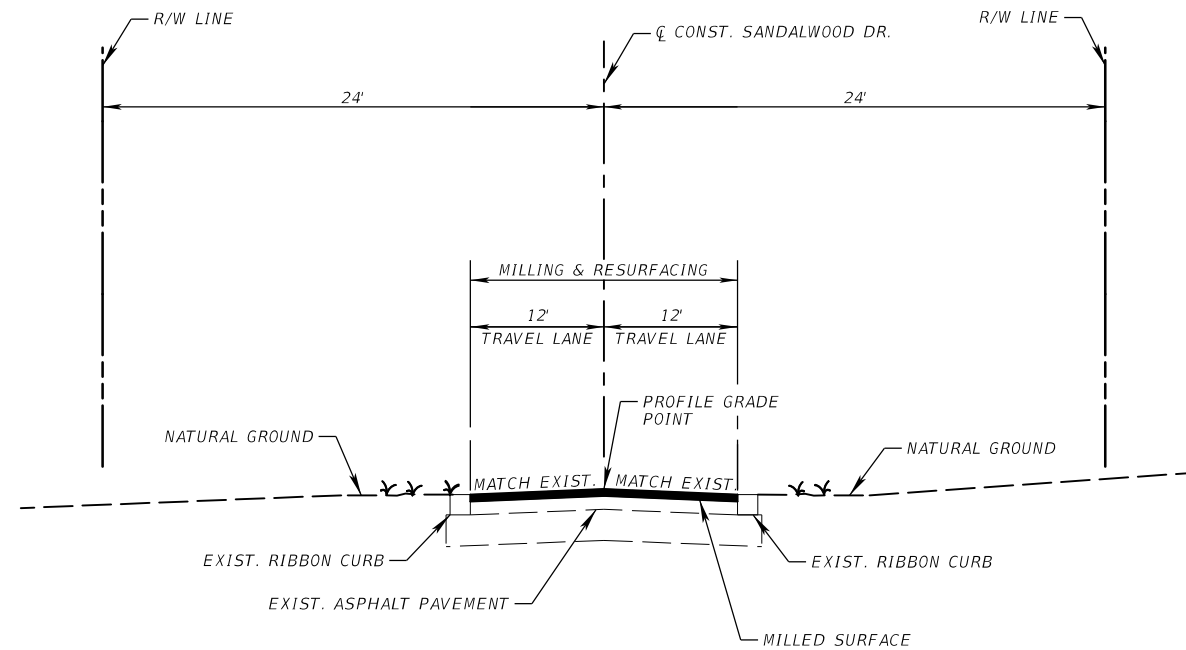
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								12



TYPICAL SECTION (9)
STA. 450+44.42 TO STA. 451+36.33 (ANNA ST.)

TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								13



TYPICAL SECTION (10)
STA. 550+76.06 TO STA. 551+57.38 (SANDALWOOD DRIVE)

EXISTING TRAVEL LANES
MILL EXISTING ASPHALT PAVEMENT (1 1/2" DEPTH)
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 1/2") (PG 76-22)

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								14

QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM DRAIN OPTIONAL MATERIAL		CURB INLETS						MANHOLES		DITCH BOTTOM INLETS		GUTTER INLETS	CROSS DRAIN MITERED END SECTION		SODDING	REMARKS	
						ROUND		P-1	P-2	P-5	P-6	P-9	CLOSED FLUME	P-8		C	D		V-P	18"			24"
						18"	24"	<10'	<10'	<10'	<10'	<10'	Type I	<10'	>10'	<10'	<10'		<10'				
P	CF-1	351+45.00	LT.	Inlet																SY			
F																							
P	CF-2	352+08.00	LT.	Inlet																			
F																							
P	EX-4	48+52.80	RT.	Pipe	104																REMOVE FRENCH DRAIN		
F																							
P	EX-5	48+44.24	LT.	Pipe	89																REMOVE FRENCH DRAIN		
F																							
P	O-100	32+29.69	LT.	MES, Pipe		41													1	28			
F																							
P	O-200	450+73.02	RT.	MES, Pipe	49														1	25			
F																							
P	S-100	26+83.70	RT.	Inlet, Pipe	40						1												
F																							
P	S-101	26+83.70	LT.	Inlet, Pipe	69						1												
F																							
P	S-102	27+28.00	RT.	Inlet, Pipe	103						1												
F																							
P	S-103	27+56.25	LT.	Inlet, Pipe	75						1												
F																							
P	S-104	28+35.00	RT.	Inlet, Pipe	103						1												
F																							
P	S-105	28+35.00	LT.	Inlet, Pipe	23						1												
F																							
P	S-106	29+40.00	RT.	Inlet, Pipe	76						1												
F																							
P	S-107	28+95.00	LT.	Inlet, Pipe	56						1												
F																							
P	S-108	31+20.00	RT.	Inlet, Pipe		106					1												
F																							
P	S-109	31+25.00	LT.	Inlet, Pipe	91			1															
F																							
P	S-110	350+80.00	RT.	Inlet, Pipe	69						1												
F																							
P	S-111	32+25.00	LT.	Inlet, Pipe		41	1																
F																							
P	S-112	32+25.00	RT.	Inlet, Pipe		43	1																
F																							
P	S-113	33+00.00	LT.	Inlet, Pipe	67		1																
F																							
P	S-114	33+05.00	RT.	Inlet, Pipe	80		1																
F																							
P	S-115	33+47.35	RT.	Inlet, Pipe	40				1														
F																							
P	S-116	154+20.00	RT.	Inlet, Pipe	62						1												
F																							
P	S-117	154+20.25	RT.	Inlet, Pipe	10										1						W/ CONC. APRON & CURB		
F																							
P	S-118	154+85.00	RT.	Inlet, Pipe	41						1												
F																							
P	S-119	156+94.00	LT.	Inlet, Pipe	29						1												
F																							
P	S-120	156+94.00	RT.	Inlet, Pipe	162						1												
F																							
P	S-121	30+18.02	RT.	Manhole, Pipe		102									1								
F																							
P	S-200	34+25.00	RT.	Inlet, Pipe	43			1															
F																							
P	S-201	34+25.00	LT.	Inlet, Pipe	39			1															
F																							
P	S-202	450+97.34	LT.	Inlet, Pipe	20											1					WITH CONCRETE APRON		
F																							
P	S-203	450+97.00	LT.	Inlet, Pipe	21						1												
F																							
P	S-204	450+97.00	RT.	Inlet, Pipe	44						1												
F																							
SHEET SUBTOTAL					PLAN QUANTITY		1605	333	7	1	12	4	0	2	0	1	2	0	0	1	1	53	
					FINAL QUANTITY																		

REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF DRAINAGE STRUCTURES		SHEET NO. 15
DATE	DESCRIPTION		DATE		DESCRIPTION				

USER: ISLA2802

11/1/2022 6:59:54 PM Default

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QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM DRAIN OPTIONAL MATERIAL	CURB INLETS						MANHOLES		DITCH BOTTOM INLETS		GUTTER INLETS	CROSS DRAIN MITERED END SECTION		SODDING	REMARKS
							ROUND		P-1	P-2	P-5	P-6	P-9	CLOSED FLUME Type I	P-8			C	D		
							18"	24"	<10'	<10'	<10'	<10'	<10'		<10'	>10'	<10'	<10'	<10'		
P	S-300	35+75.00	RT.	Inlet, Pipe																SY	
F					139		1														
P	S-301	35+75.00	LT.	Inlet, Pipe			1														
F					43																
P	S-302	37+25.00	RT.	Inlet, Pipe			1														
F					124																
P	S-303	37+25.00	LT.	Inlet, Pipe			1														
F					43																
P	S-304	38+60.00	RT.	Manhole, Pipe										1							
F					22																
P	S-400	39+85.00	RT.	Inlet, Pipe			1														
F					120																
P	S-401	39+85.00	LT.	Inlet, Pipe			1														
F					122																
P	S-402	41+10.00	RT.	Inlet, Pipe			1														
F					125																
P	S-403	41+10.00	LT.	Inlet, Pipe			1														
F					116																
P	S-404	42+35.00	RT.	Inlet, Pipe			1														
F					142																
P	S-405	42+35.00	LT.	Inlet, Pipe			1														
F					129																
P	S-406	43+75.00	RT.	Inlet, Pipe			1														
F					47																
P	S-407	43+75.00	LT.	Inlet, Pipe			1														
F					43																
P	S-408	44+24.15	RT.	Inlet, Pipe		46		1													
F																					
P	S-409	44+24.15	LT.	Inlet, Pipe		43		1													
F																					
P	S-410	44+72.00	RT.	Inlet, Pipe		62	1														
F																					
P	S-411	44+72.00	LT.	Inlet, Pipe		41	1														
F																					
P	S-412	255+27.46	LT.	Inlet, Pipe		82					1										
F																					
P	S-413	255+29.45	LT.	Manhole, Pipe		32							1								
F																					
P	S-414	256+72.85	RT.	Inlet, Pipe		37				1											
F																					
P	S-415	256+72.85	LT.	Inlet, Pipe		140								1							WITH CONCRETE APRON
F																					
P	S-416	253+87.48	LT.	Inlet, Pipe		61							1								
F																					
P	S-500	252+26.37	RT.	Inlet, Pipe		58								1							WITH CONCRETE APRON
F																					
P	S-501	252+78.00	LT.	Inlet, Pipe		42	1														
F																					
P	S-502	253+23.75	RT.	Inlet, Pipe		40										1					
F																					
P	S-503	253+23.75	LT.	Inlet, Pipe		36		1													
F																					
P	S-504	253+75.00	LT.	Inlet, Pipe		48				1											
F																					
P	S-505	254+51.49	LT.	Manhole, Pipe		74							1								
F																					
P	S-506	254+51.47	RT.	Inlet, Pipe		54					1										
F																					
P	S-507	47+53.53	LT.	Inlet, Pipe		33				1											
F																					
P	S-508	47+42.00	RT.	Inlet, Pipe		114				1											
F																					
P																					
F																					
P																					
F																					
SHEET SUBTOTAL		PLAN QUANTITY			1921	337	15	3	4	0	2	0	3	1	2	0	1	0	0	0	
		FINAL QUANTITY																			
TOTAL		PLAN QUANTITY			3526	670	22	4	16	4	2	2	3	2	4	0	1	1	1	53	
		FINAL QUANTITY																			

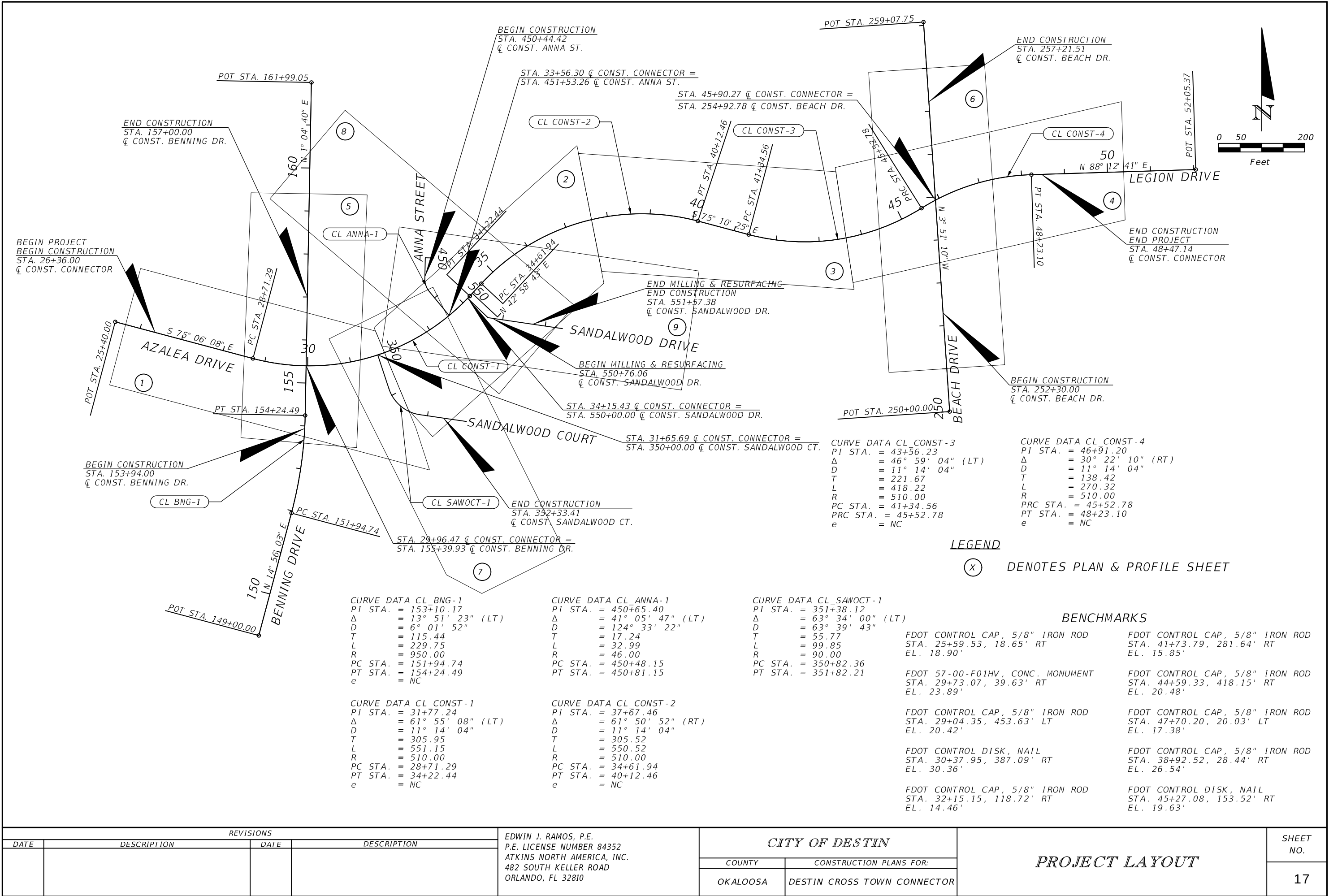
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF DRAINAGE STRUCTURES		SHEET NO.	
DATE	DESCRIPTION		DATE		DESCRIPTION	COUNTY				CONSTRUCTION PLANS FOR:
						OKALOOSA				DESTIN CROSS TOWN CONNECTOR
										16

USER: ISLA2802

11/1/2022 7:00:11 PM Default

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



CURVE DATA CL_BNG-1
PI STA. = 153+10.17
Δ = 13° 51' 23" (LT)
D = 6° 01' 52"
T = 115.44
L = 229.75
R = 950.00
PC STA. = 151+94.74
PT STA. = 154+24.49
e = NC

CURVE DATA CL_CONST-1
PI STA. = 31+77.24
Δ = 61° 55' 08" (LT)
D = 11° 14' 04"
T = 305.95
L = 551.15
R = 510.00
PC STA. = 28+71.29
PT STA. = 34+22.44
e = NC

CURVE DATA CL_ANNA-1
PI STA. = 450+65.40
Δ = 41° 05' 47" (LT)
D = 124° 33' 22"
T = 17.24
L = 32.99
R = 46.00
PC STA. = 450+48.15
PT STA. = 450+81.15

CURVE DATA CL_CONST-2
PI STA. = 37+67.46
Δ = 61° 50' 52" (RT)
D = 11° 14' 04"
T = 305.52
L = 550.52
R = 510.00
PC STA. = 34+61.94
PT STA. = 40+12.46
e = NC

CURVE DATA CL_SAWOCT-1
PI STA. = 351+38.12
Δ = 63° 34' 00" (LT)
D = 63° 39' 43"
T = 55.77
L = 99.85
R = 90.00
PC STA. = 350+82.36
PT STA. = 351+82.21

CURVE DATA CL_CONST-3
PI STA. = 43+56.23
Δ = 46° 59' 04" (LT)
D = 11° 14' 04"
T = 221.67
L = 418.22
R = 510.00
PC STA. = 41+34.56
PT STA. = 45+52.78
e = NC

CURVE DATA CL_CONST-4
PI STA. = 46+91.20
Δ = 30° 22' 10" (RT)
D = 11° 14' 04"
T = 138.42
L = 270.32
R = 510.00
PC STA. = 45+52.78
PT STA. = 48+23.10
e = NC

LEGEND
(X) DENOTES PLAN & PROFILE SHEET

BENCHMARKS

FDOT CONTROL CAP, 5/8" IRON ROD STA. 25+59.53, 18.65' RT EL. 18.90'	FDOT CONTROL CAP, 5/8" IRON ROD STA. 41+73.79, 281.64' RT EL. 15.85'
FDOT 57-00-F01HV, CONC. MONUMENT STA. 29+73.07, 39.63' RT EL. 23.89'	FDOT CONTROL CAP, 5/8" IRON ROD STA. 44+59.33, 418.15' RT EL. 20.48'
FDOT CONTROL CAP, 5/8" IRON ROD STA. 29+04.35, 453.63' LT EL. 20.42'	FDOT CONTROL CAP, 5/8" IRON ROD STA. 47+70.20, 20.03' LT EL. 17.38'
FDOT CONTROL DISK, NAIL STA. 30+37.95, 387.09' RT EL. 30.36'	FDOT CONTROL CAP, 5/8" IRON ROD STA. 38+92.52, 28.44' RT EL. 26.54'
FDOT CONTROL CAP, 5/8" IRON ROD STA. 32+15.15, 118.72' RT EL. 14.46'	FDOT CONTROL DISK, NAIL STA. 45+27.08, 153.52' RT EL. 19.63'

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		PROJECT LAYOUT	SHEET NO. 17
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

GENERAL NOTES

1. THE CONTRACTORS SHALL NOTIFY THE CITY ENGINEER OR DESIGNEE 48 HOURS PRIOR TO CONSTRUCTION.

2. EXISTING FACILITIES SHALL BE RESTORED TO A CONDITION EQUIVALENT TO THAT WHICH EXISTED PRIOR TO COMMENCING CONSTRUCTION, AT NO ADDITIONAL COST TO THE CITY.

3. THE CONTRACTOR SHALL TAKE STEPS NECESSARY TO PREVENT EROSION AND ANY OFFSITE SEDIMENT TRANSPORT RESULTING FROM INCREASED RUNOFF DURING CONSTRUCTION BY PROVIDING SILT FENCE AND/OR STAKED BALES AS REQUIRED BY THE FLORIDA STORMWATER, EROSION, AND SEDIMENT CONTROL INSPECTOR'S MANUAL, 2018 EDITION, OR AS INDICATED ON THE PLANS. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ASSOCIATED DISTURBED AREAS ARE STABILIZED AS TO REDUCE SEDIMENT RUNOFF, UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER OR DESIGNEE.

4. ANY NECESSARY PERMITS, OTHER THAN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NWFWMD) PERMIT, WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. CITY OF DESTIN OR ITS DESIGNEE WILL ASSIST CONTRACTOR WITH REQUIRED PERMITS.

5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE OR RELOCATE ALL BENCHMARKS (VERTICAL CONTROL) AS NEEDED DURING CONSTRUCTION. ALL PUBLIC OR PRIVATE CORNER MONUMENTATION SHALL BE PROTECTED. IF A PUBLIC OR PRIVATE CORNER MONUMENTATION IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR DESIGNEE IMMEDIATELY.

6. IN THE EVENT THAT SURVEY MONUMENTATION OR REFERENCE POINTS ARE MISSING OR HAVE BEEN DESTROYED, PLEASE CONTACT:

SOUTHEASTERN SURVEYING & MAPPING CORP.
1130 HIGHWAY 90
CHIPLEY, FLORIDA 32428
PH (850) 638-0790

7. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN AND BE PROTECTED UNLESS OTHERWISE NOTED.

8. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE CITY ENGINEER OR DESIGNEE.

9. EXISTING STREETS AND DRIVES SHALL BE MAINTAINED TO LOCAL TRAFFIC AND PROPERTY OWNERS.

10. ALL ROADWAY CONSTRUCTION SHALL COMPLY WITH THE FDOT STANDARD PLANS & SPECIFICATIONS, LATEST EDITION.

11. ALL MATERIALS, TESTING AND CONSTRUCTION METHODS SHALL CONFORM TO THE FDOT STANDARD PLANS & SPECIFICATIONS, LATEST EDITION. CONTRACTOR SHALL INCLUDE ANY NECESSARY COSTS IN HIS BID. PROVIDE TEST RESULTS TO THE CITY WEEKLY.

12. EXISTING STREET AND ROAD NAME SIGNS ON THE PROJECT SHALL BE KEPT VISIBLE AT ALL TIMES FOR THE FACILITATION OF ACCESS BY EMERGENCY VEHICLES. ALL OTHER EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS SHALL BE TAKEN DOWN AND STOCKPILED WITHIN THE R/W LIMITS BY THE CONTRACTOR AS DIRECTED BY THE CITY ENGINEER OR DESIGNEE. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

13. CONTRACTOR SHALL COMPLY WITH ALL NWFWMD AND FDEP REQUIREMENTS.

14. VEGETATION ON R/W AND EASEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION UNLESS OTHERWISE NOTED ON THE PLAN SHEETS. COST OF SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.

15. MAINTENANCE OF TRAFFIC WILL BE PER FDOT STANDARD PLANS INDEX 102-600 SERIES WHEN NOT INCLUDED IN DETAILED TRAFFIC CONTROL PLAN INCLUDED IN CONSTRUCTION PLANS.

16. ALL EXISTING MAILBOXES INTERFERING WITH NEW CONSTRUCTION SHALL BE RELOCATED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 110-200 AND UNITED STATES POSTAL SERVICE REQUIREMENTS.

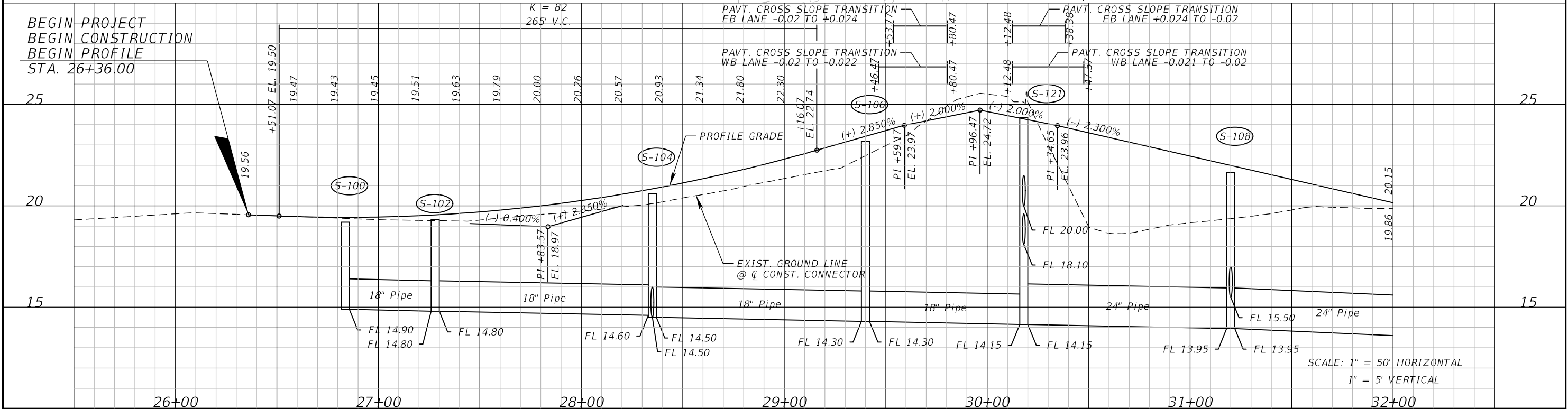
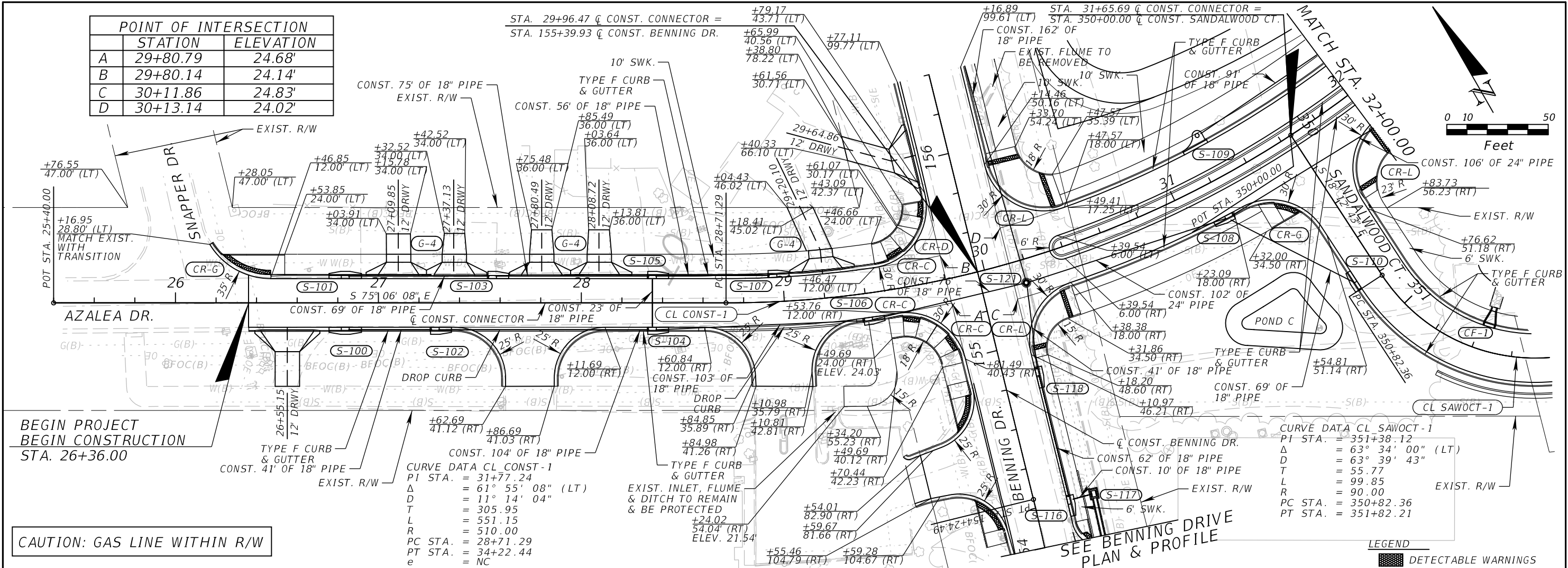
17. ALL SIDEWALKS, RAMPS, DRIVEWAYS, WILL BE BUILT USING LATEST EDITION OF THE FDOT STANDARD PLANS.
18. THE LOCATION SHOWN FOR EXISTING UNDERGROUND UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR AGREES TO BE COMPLETELY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES.
19. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV, VH, AND VVH) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
20. UTILITY OWNERS SHALL BE NOTIFIED AT LEAST TWO FULL BUSINESS DAYS PRIOR TO ANY CONSTRUCTION SO THAT THE UTILITY OWNER CAN SPOT VERIFY AND/OR EXPOSE THEIR UTILITIES.

KNOWN UTILITIES OWNERS INCLUDE:

SEWER/WATER - DESTIN WATER USERS, INC. MONICA WALLIS PH: (850) 337-3945	TELEPHONE - AT&T FLORIDA TOM MANNING PH: (850) 623-3521
ELECTRIC - FLORIDA POWER & LIGHT BERNARD JOHNSON PH: (850) 244-4721	CABLE - COX COMMUNICATIONS SOUTHEAST ROGER DIXON PH: (850) 314-8163
NATURAL GAS - OKALOOSA GAS DISTRICT LARS SULLIVAN PH: (850) 974-7015	
TELEPHONE - CENTURYLINK AMBER GILSON PH: (850) 815-3131	
OKALOOSA COUNTY TRAFFIC SIGNAL SYSTEM RANDY SHOWERS PH: (850) 609-6181	

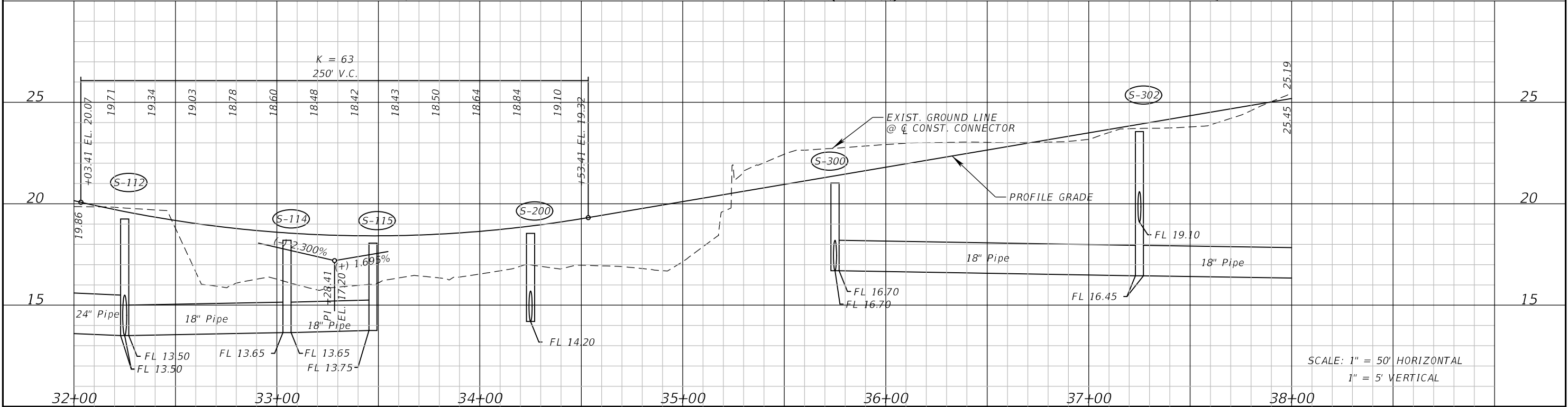
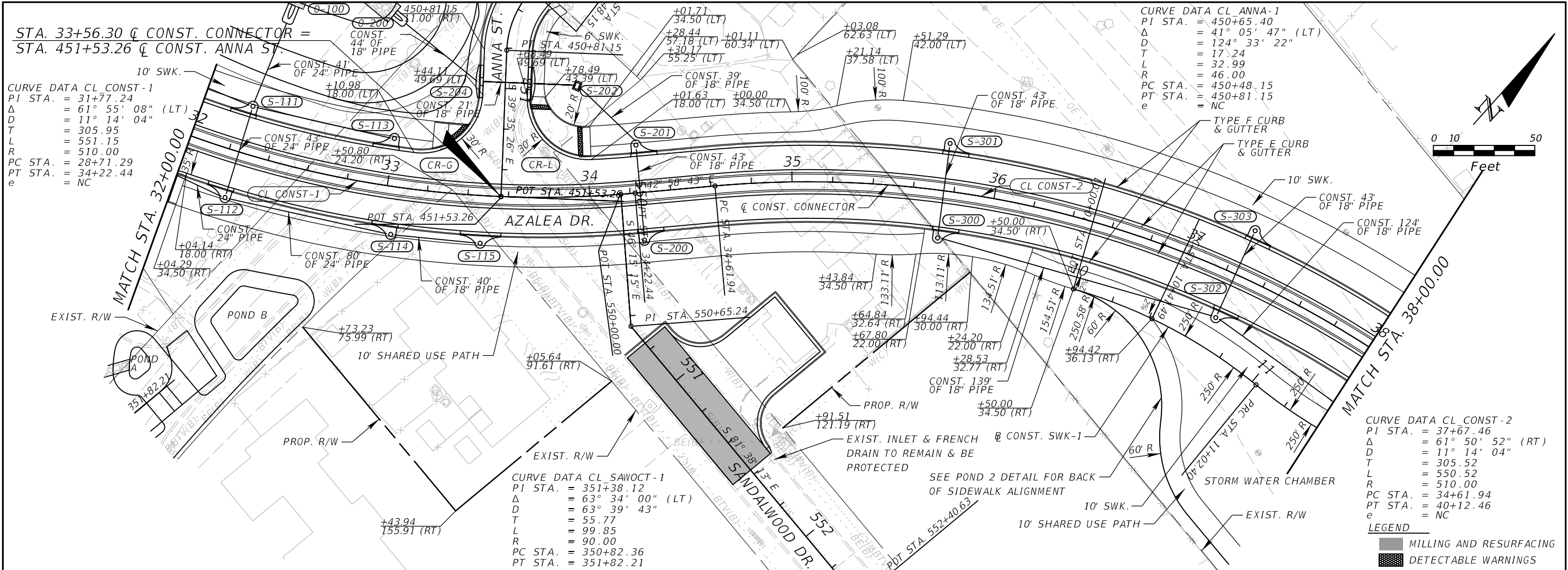
21. ALL STORMWATER PIPES TO BE HIGH PERFORMANCE POLYPROPYLENE, OR APPROVED EQUIVALENT MATERIAL, UNLESS OTHERWISE NOTED IN THE CONSTRUCTION PLANS.
22. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		18



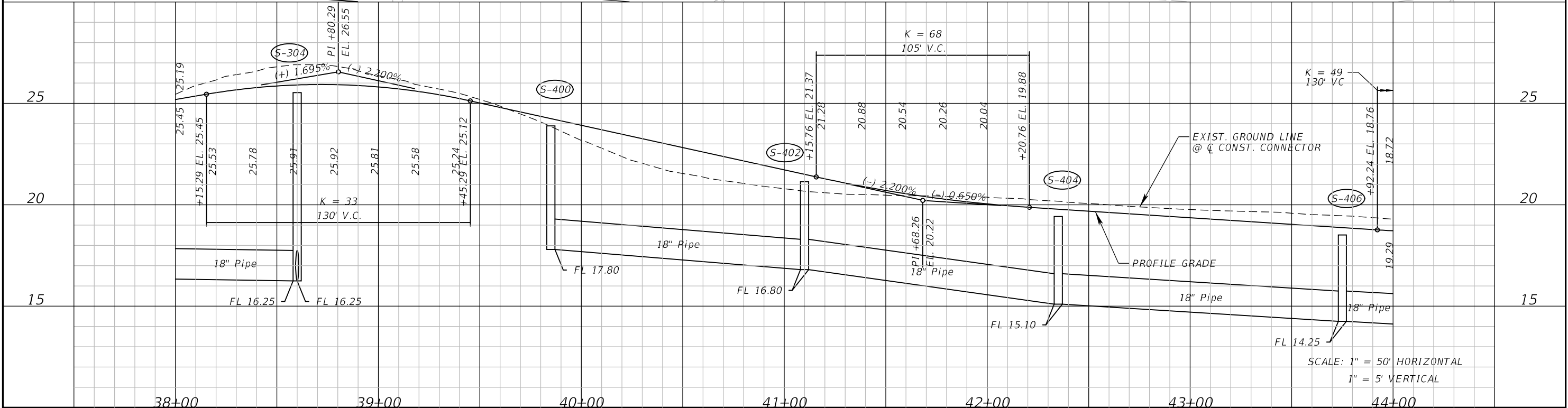
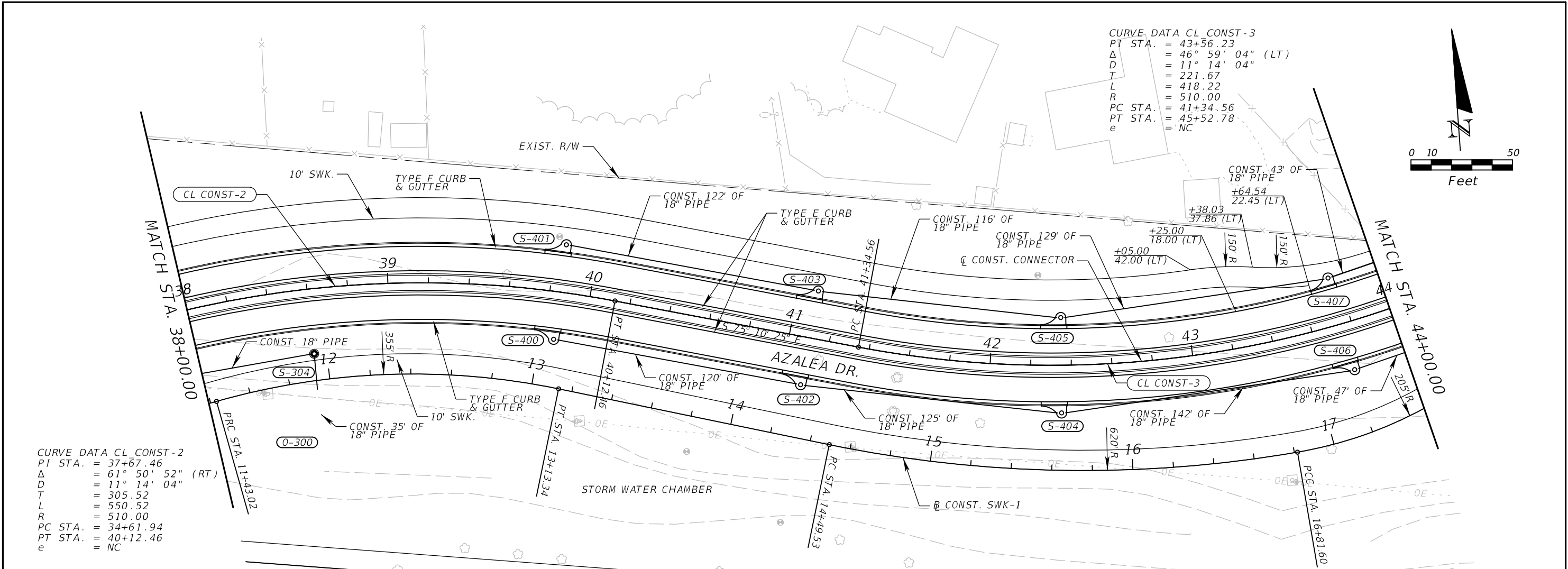
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819	CITY OF DESTIN		PLAN & PROFILE (1) DESTIN CONNECTOR	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		19
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819	CITY OF DESTIN		PLAN & PROFILE (2) DESTIN CONNECTOR	SHEET NO. 20
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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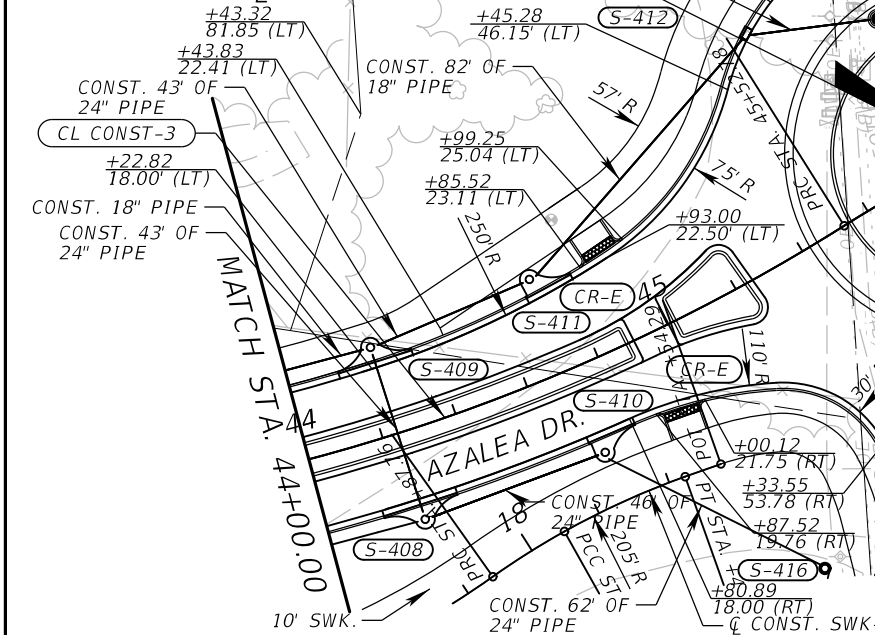


REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819	CITY OF DESTIN		PLAN & PROFILE (3) DESTIN CONNECTOR	SHEET NO. 21
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

CURVE DATA CL CONST-3
PI STA. = 43+56.23
Δ = 46° 59' 04" (LT)
D = 11° 14' 04"
T = 221.67
L = 418.22
R = 510.00
PC STA. = 41+34.56
PT STA. = 45+52.78
e = NC

STA. 45+90.27 @ CONST. CONNECTOR =
STA. 254+92.78 @ CONST. BEACH DR.



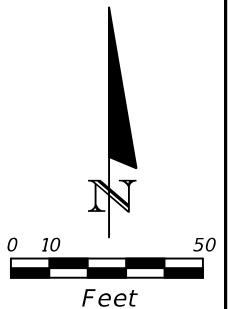
SEE BEACH
DRIVE PLAN & PROFILE

CONST. 33' OF
18" PIPE

REMOVE EXIST. INLETS
EX-2 & EX-3 &
FRENCH DRAIN
10' SWK.
CONST. 89'
OF 18" PIPE
+37.54
18.00' (LT)
MATCH EXIST.
+17.67
28.00' (LT)

REMOVE EXIST. FRENCH
DRAIN. INLETS EX-4 &
EX-5 TO REMAIN & BE
PROTECTED.

END PROJECT
END CONSTRUCTION
STA. 48+47.14

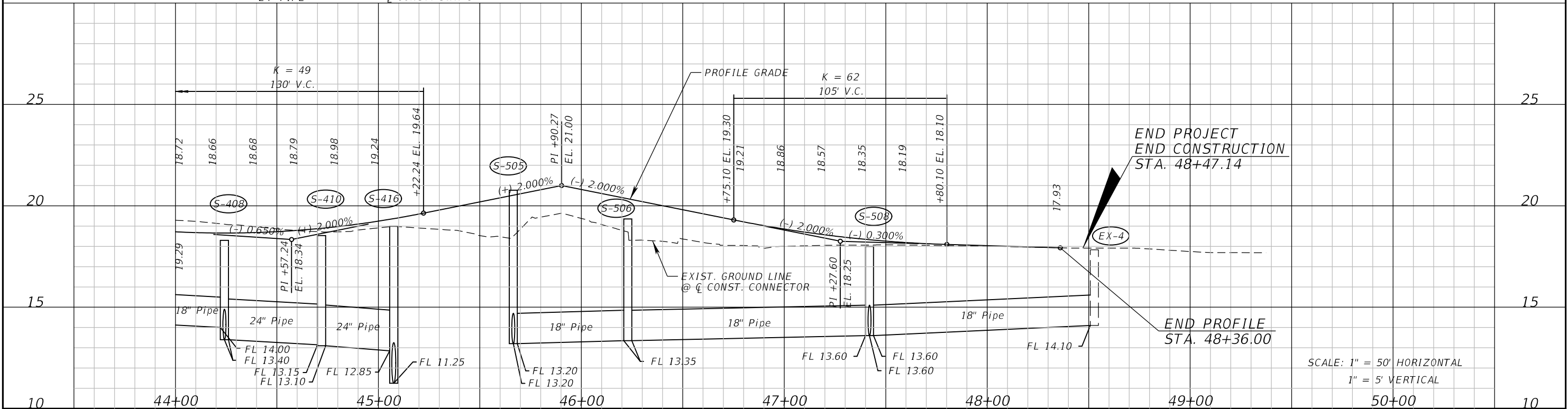


CURVE DATA CL CONST-4
PI STA. = 46+91.20
Δ = 30° 22' 10" (RT)
D = 11° 14' 04"
T = 138.42
L = 270.32
R = 510.00
PC STA. = 45+52.78
PT STA. = 48+23.10

CAUTION: GAS LINE WITHIN R/W

SEE INTERSECTION DETAIL SHEET

LEGEND
DETECTABLE WARNINGS



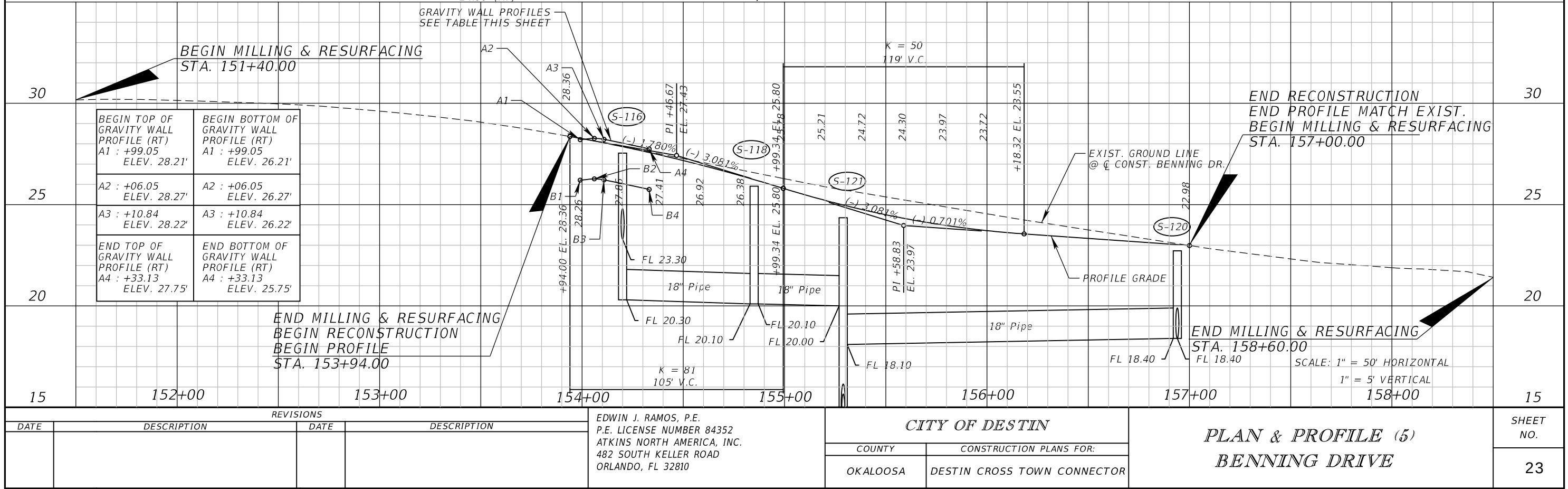
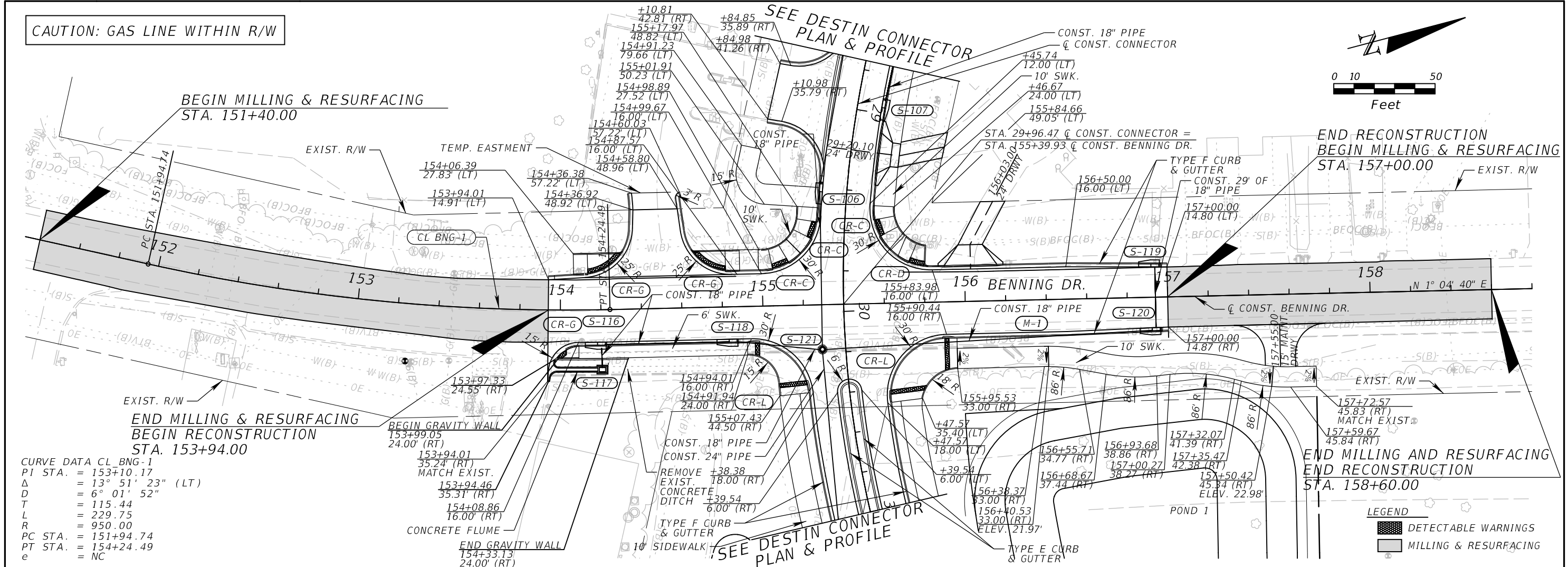
END PROJECT
END CONSTRUCTION
STA. 48+47.14

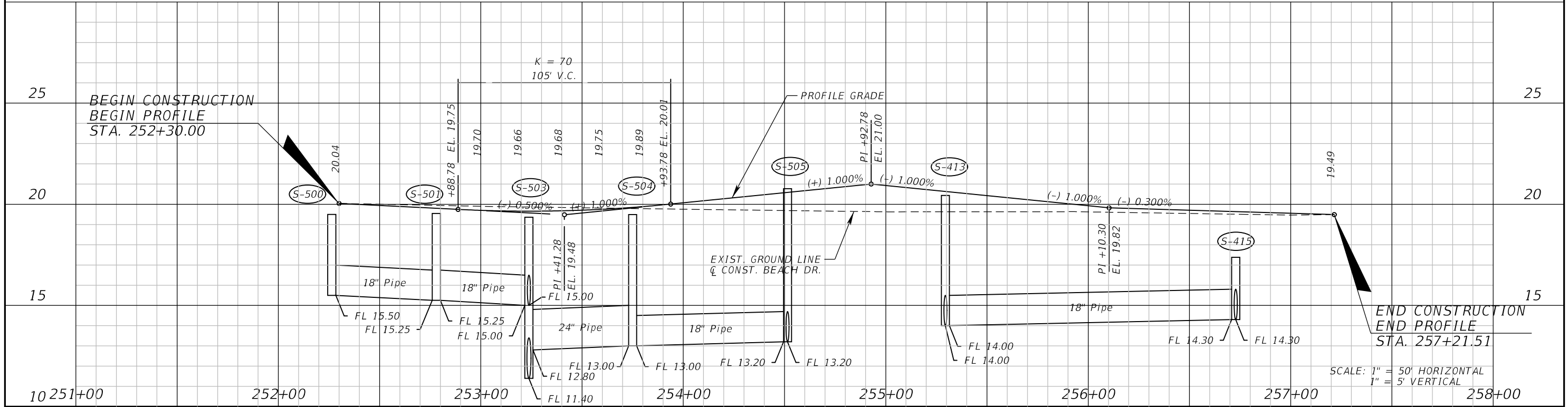
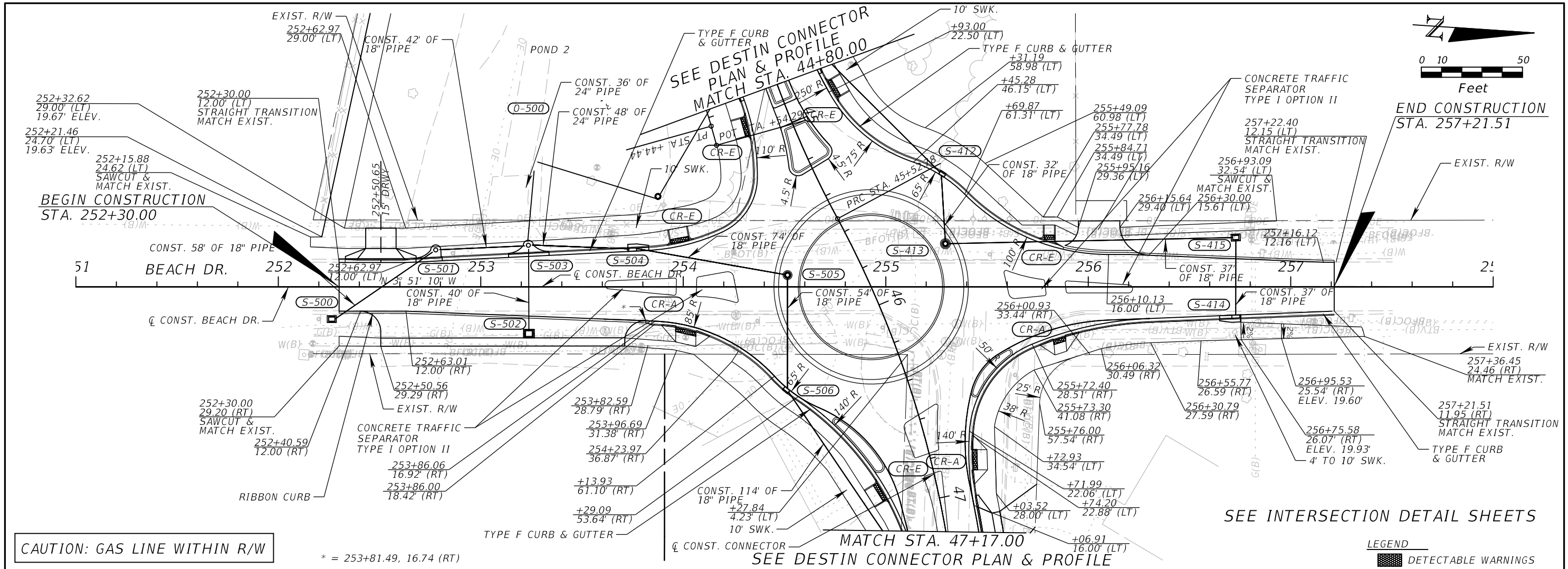
END PROFILE
STA. 48+36.00

SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819	CITY OF DESTIN		PLAN & PROFILE (4) DESTIN CONNECTOR	SHEET NO. 22
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

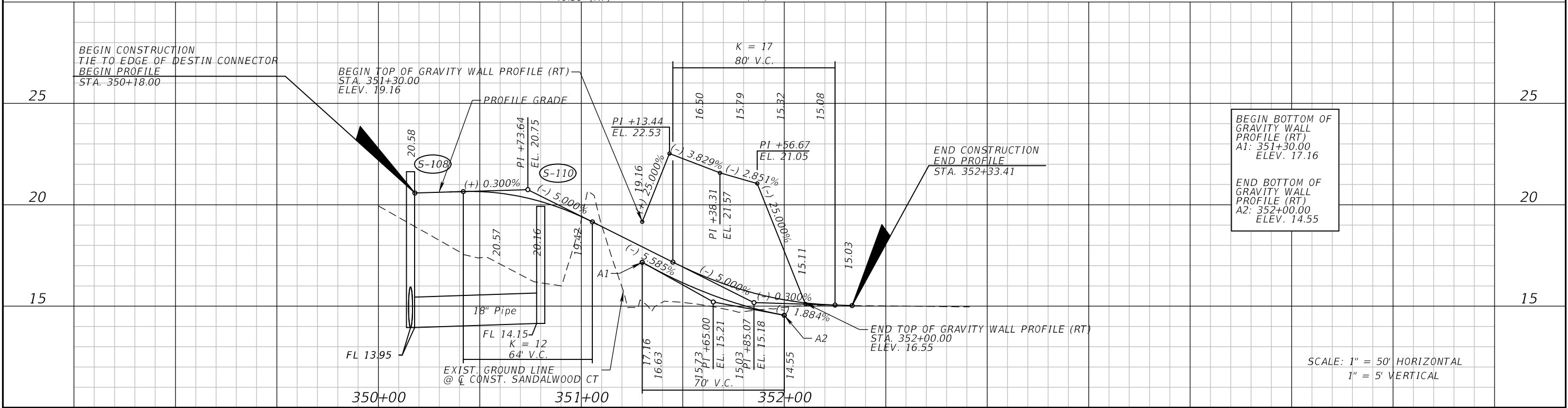
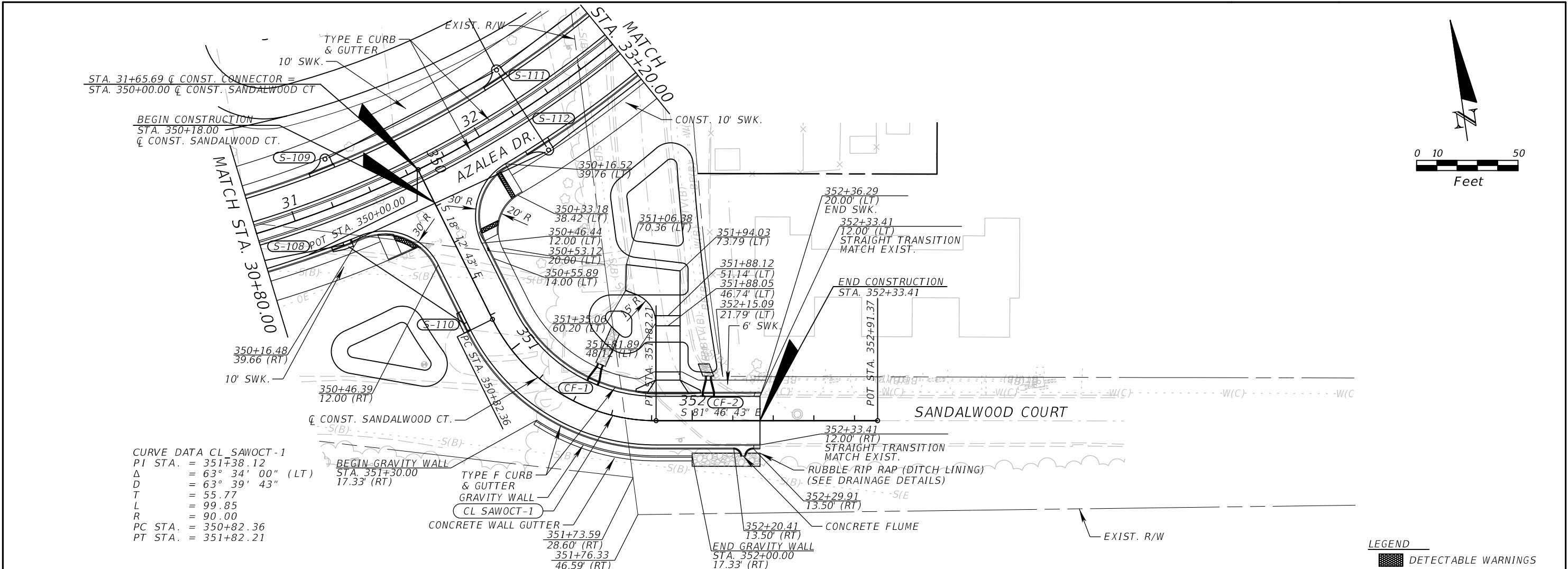
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REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		PLAN & PROFILE (6) BEACH DRIVE	SHEET NO. 24
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELER ROAD ORLANDO, FL 32810	CITY OF DESTIN		PLAN & PROFILE (7) SANDALWOOD CT	SHEET NO. 25
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

BEGIN CONSTRUCTION
STA. 450+44.42

EXIST. TRENCH DRAIN
TO REMAIN & BE
PROTECTED

450+48.15
11.00 (RT)
450+44.53
22.44' (RT)

Q CONST. ANNA ST.

CURVE DATA CL ANNA1
PI STA. = 450+71.21
Δ = 51° 06' 25" (LT)
D = 124° 33' 22"
T = 21.99
L = 41.03
R = 46.00
PC STA. = 450+49.22
PT STA. = 450+90.25

CONST. 49' OF 18" PIPE

MATCH STA. 32+80.00
SEE DESTIN CONNECTOR
PLAN & PROFILE

SEE DESTIN CONNECTOR
PLAN & PROFILE
MATCH STA. 34+80.00

STA. 33+56.30 Q CONST. CONNECTOR =
STA. 451+53.26 Q CONST. ANNA ST.

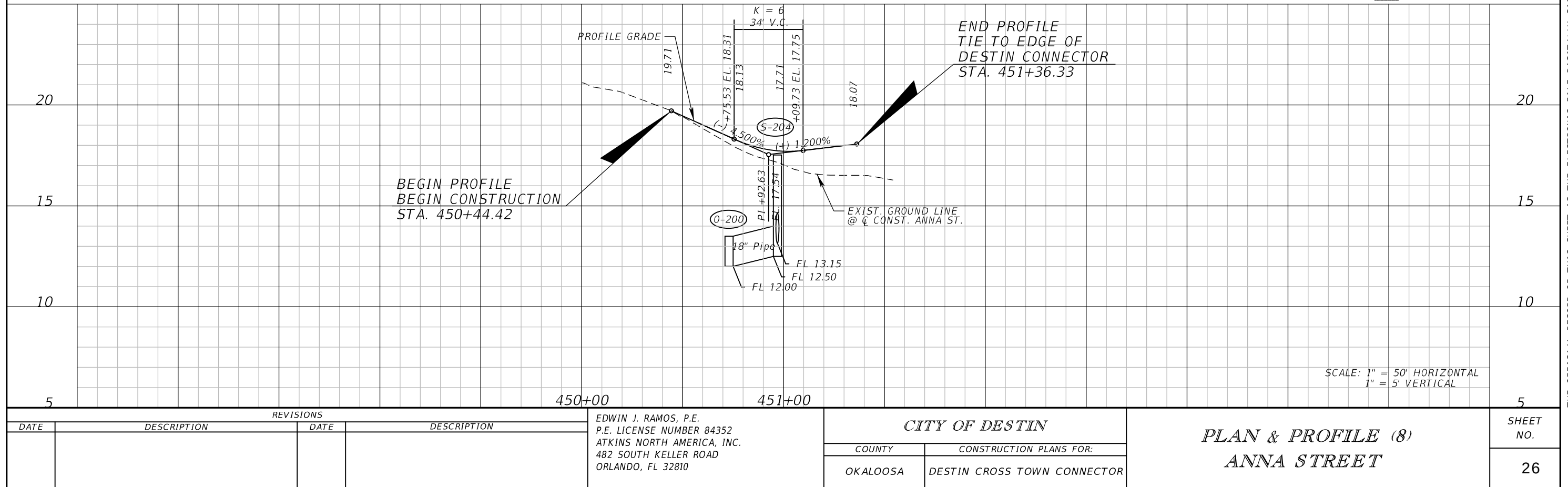
LEGEND

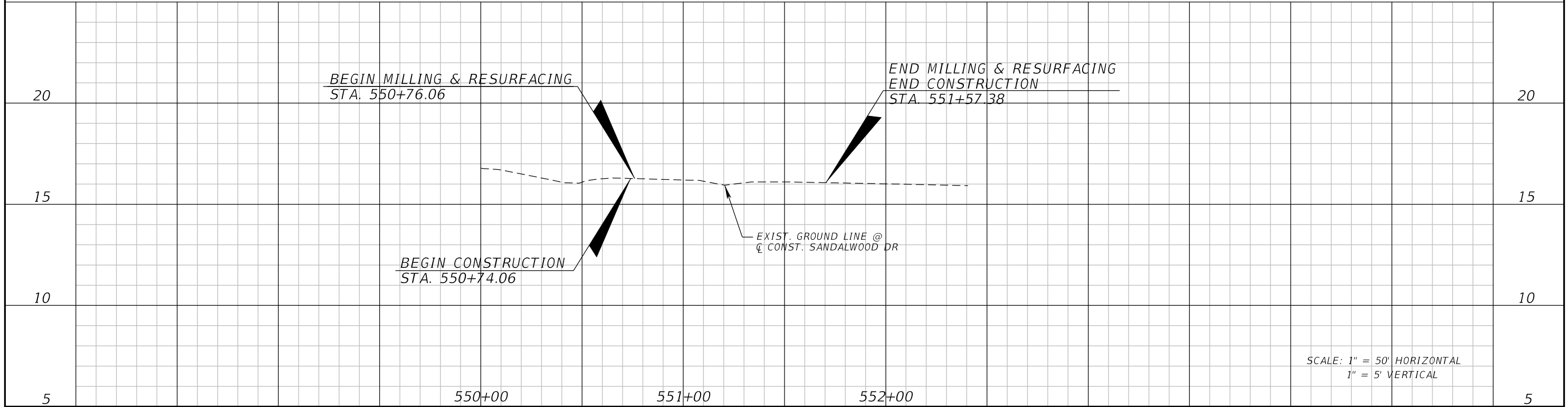
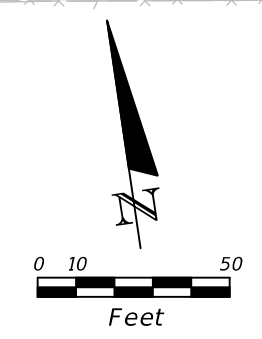
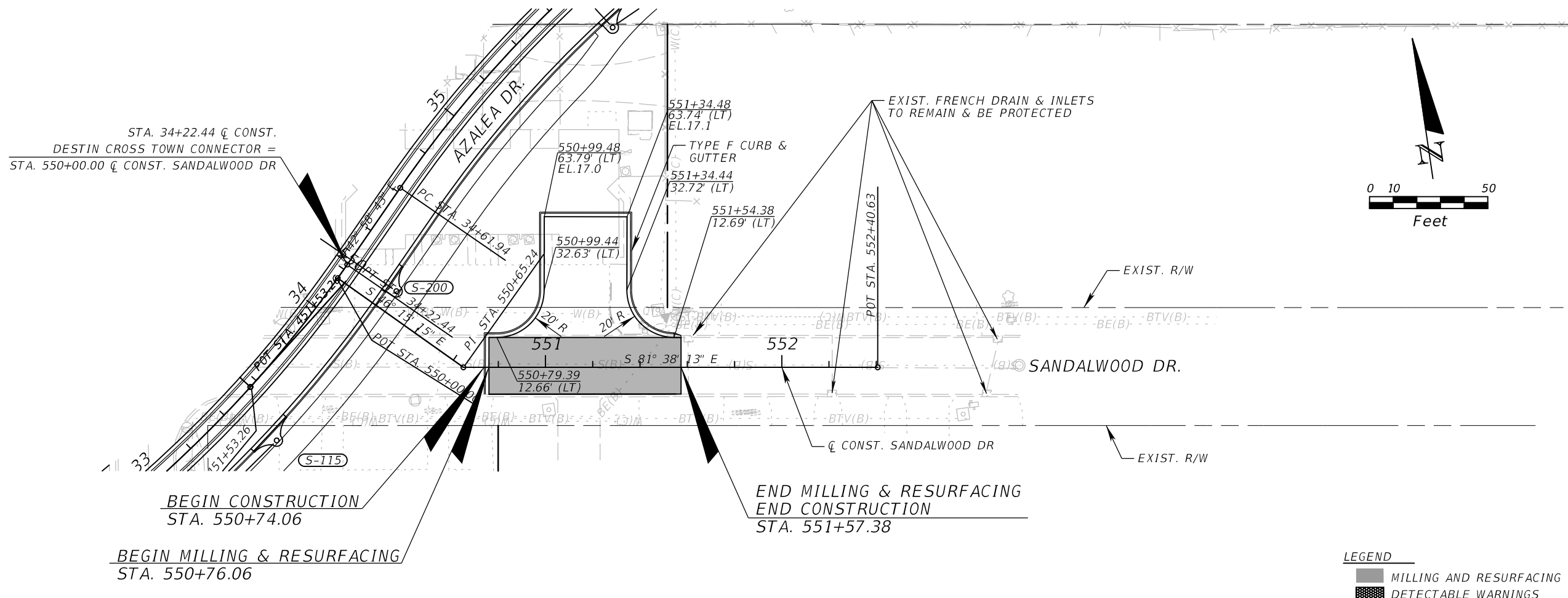
MILLING AND RESURFACING
DETECTABLE WARNINGS

SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

BEGIN PROFILE
BEGIN CONSTRUCTION
STA. 450+44.42

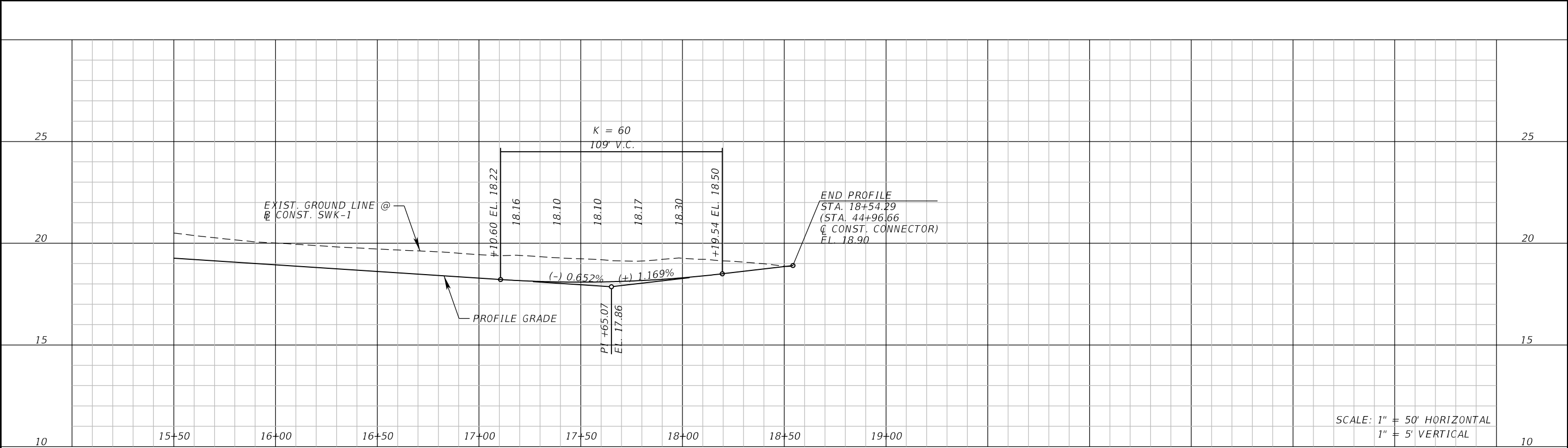
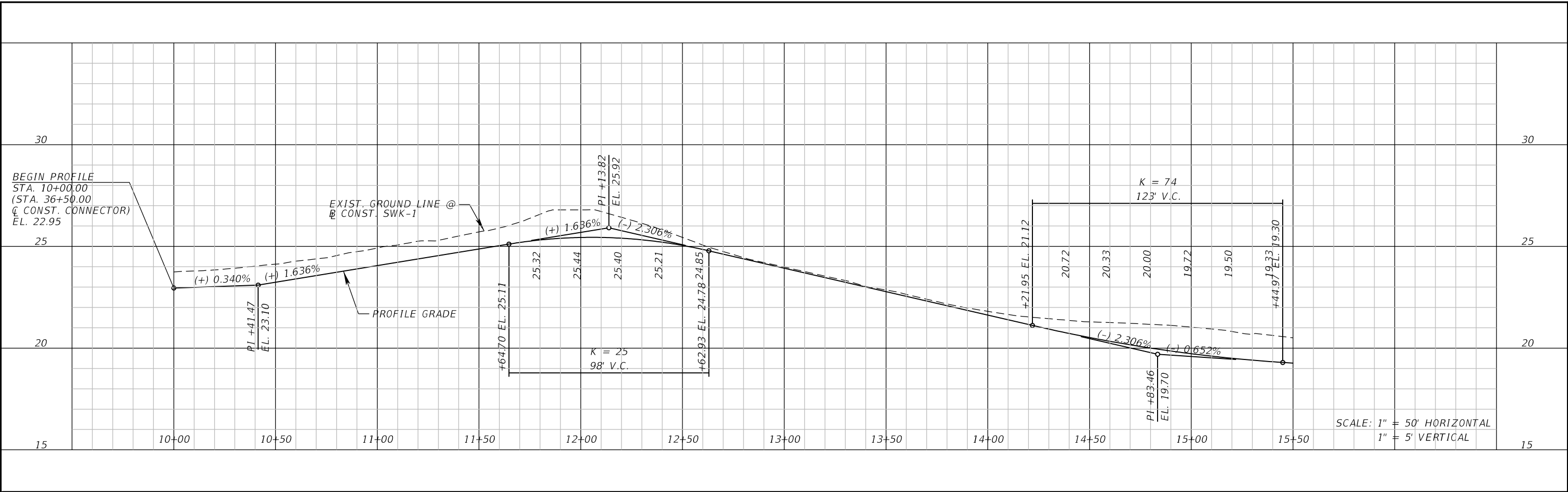
END PROFILE
TIE TO EDGE OF
DESTIN CONNECTOR
STA. 451+36.33





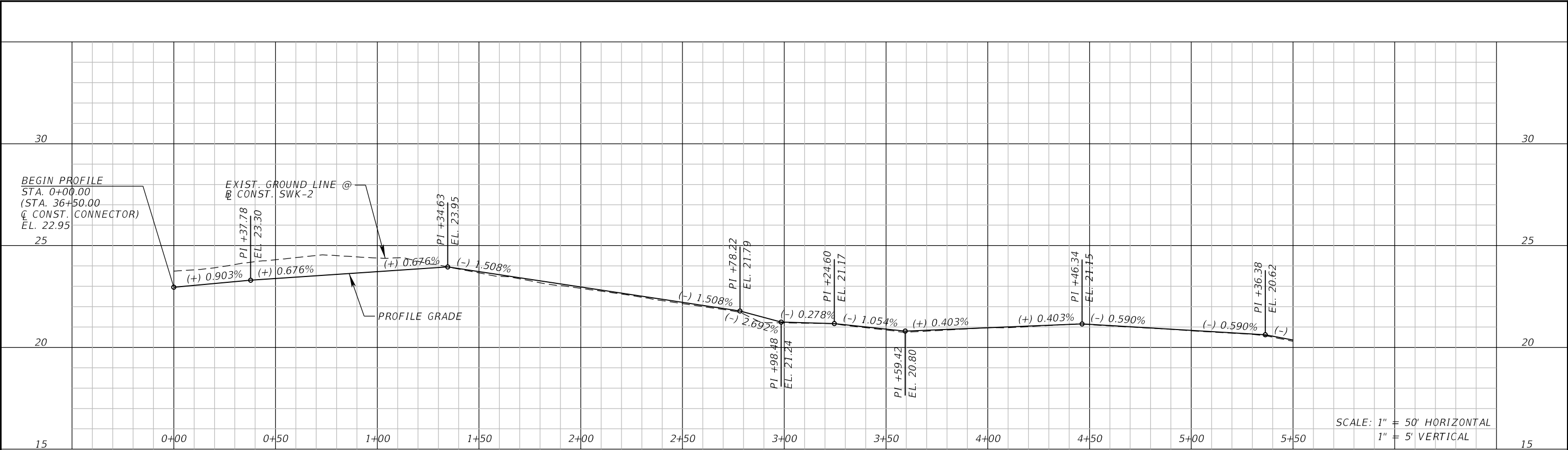
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELER ROAD ORLANDO, FL 32810	CITY OF DESTIN		PLAN & PROFILE (9) SANDALWOOD DR	SHEET NO. 27
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

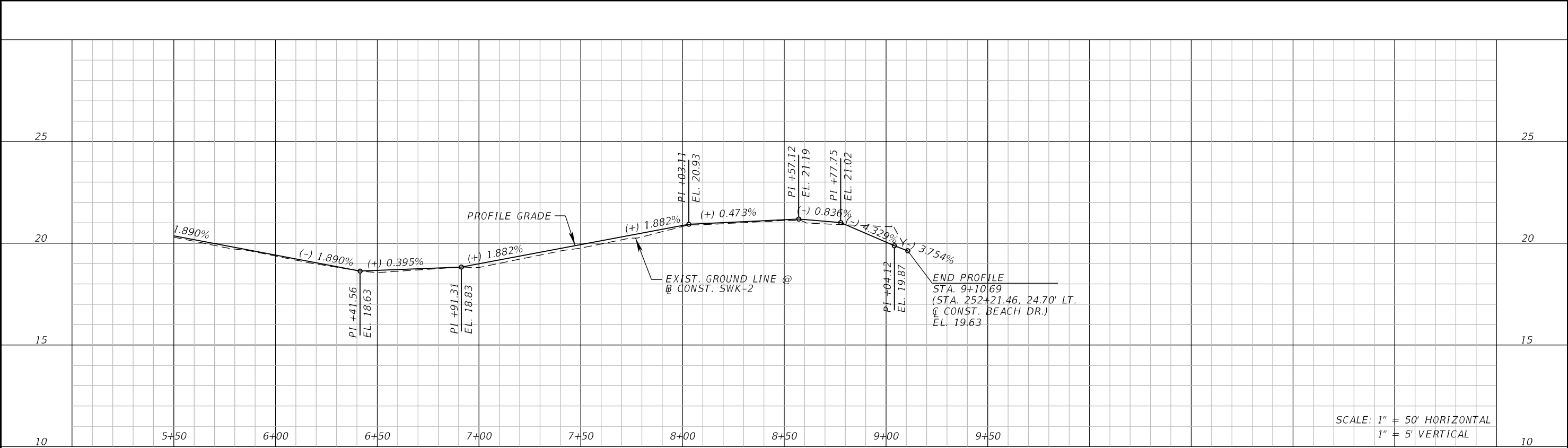


REVISIONS				SIDEWALK 1			
DATE	DESCRIPTION	DATE	DESCRIPTION	EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810		CITY OF DESTIN	
						COUNTY	
						CONSTRUCTION PLANS FOR:	
						OKALOOSA	
						DESTIN CROSS TOWN CONNECTOR	
				BACK OF SIDEWALK PROFILES			SHEET NO.
							30

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



SEE POND 2 DETAIL FOR @ CONST. SWK-2 IN PLAN VIEW.

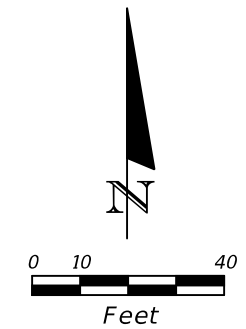


SEE POND 2 DETAIL FOR @ CONST. SWK-2 IN PLAN VIEW.

SIDEWALK 2

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		BACK OF SIDEWALK PROFILES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		31

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	<i>CITY OF DESTIN</i>		<i>INTERSECTION DETAILS BEACH AND LEGION (1)</i>	SHEET NO.
REVISIONS					COUNTY	CONSTRUCTION PLANS FOR:		32
DATE	DESCRIPTION	DATE	DESCRIPTION		OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61013-23.004, F.A.C.

CURVE DATA

⌘ INSCRIBED CIRCLE

CURVE DATA INSCRIBED_CL
PI STA. = 0+00.00
Δ = 360° 00' 00" (LT)
D = 88° 08' 50"
T = 0.00
L = 408.41
R = 65.00
PC STA. = 0+00.00
PT STA. = 4+08.41

⌘ NE CORNER

CURVE DATA NE_CORNER1_1
PI STA. = 0+24.66
Δ = 5° 22' 08" (LT)
D = 10° 53' 34"
T = 24.66
L = 49.29
R = 526.00
PC STA. = 0+00.00
PT STA. = 0+49.29

CURVE DATA NE_CORNER1_2
PI STA. = 0+73.22
Δ = 26° 55' 04" (RT)
D = 57° 17' 45"
T = 23.93
L = 46.98
R = 100.00
PC STA. = 0+49.29
PT STA. = 0+96.27

CURVE DATA NE_CORNER1_3
PI STA. = 1+01.97
Δ = 21° 30' 01" (RT)
D = 190° 59' 09"
T = 5.70
L = 11.26
R = 30.00
PC STA. = 0+96.27
PT STA. = 1+07.53

CURVE DATA NE_CORNER1_4
PI STA. = 1+13.22
Δ = 21° 30' 01" (RT)
D = 190° 59' 09"
T = 5.70
L = 11.26
R = 30.00
PC STA. = 1+07.53
PT STA. = 1+18.79

CURVE DATA NE_CORNER1_5
PI STA. = 1+48.19
Δ = 29° 56' 04" (RT)
D = 52° 05' 13"
T = 29.41
L = 57.47
R = 110.00
PC STA. = 1+18.79
PT STA. = 1+76.26

⌘ NW CORNER

CURVE DATA NW_CORNER_1
PI STA. = 0+34.06
Δ = 15° 30' 59" (LT)
D = 22° 55' 06"
T = 34.06
L = 67.70
R = 250.00
PC STA. = 0+00.00
PT STA. = 0+67.70

CURVE DATA NW_CORNER_2
PI STA. = 0+96.74
Δ = 42° 19' 32" (LT)
D = 76° 23' 27"
T = 29.04
L = 55.41
R = 75.00
PC STA. = 0+67.70
PT STA. = 1+23.11

CURVE DATA NW_CORNER_3
PI STA. = 1+38.46
Δ = 26° 34' 44" (RT)
D = 88° 08' 50"
T = 15.35
L = 30.15
R = 65.00
PC STA. = 1+23.11
PT STA. = 1+53.26

CURVE DATA NW_CORNER_4
PI STA. = 1+95.02
Δ = 45° 19' 46" (LT)
D = 57° 17' 45"
T = 41.76
L = 79.11
R = 100.00
PC STA. = 1+53.26
PT STA. = 2+32.38

⌘ SE CORNER

CURVE DATA SE_CORNER_1
PI STA. = 0+60.52
Δ = 44° 56' 30" (RT)
D = 67° 24' 24"
T = 35.16
L = 66.67
R = 85.00
PC STA. = 0+25.36
PT STA. = 0+92.04

CURVE DATA SE_CORNER_2
PI STA. = 1+05.83
Δ = 23° 58' 05" (LT)
D = 88° 08' 50"
T = 13.80
L = 27.19
R = 65.00
PC STA. = 0+92.04
PT STA. = 1+19.23

CURVE DATA SE_CORNER_3
PI STA. = 1+53.55
Δ = 52° 14' 40" (RT)
D = 81° 51' 04"
T = 34.33
L = 63.83
R = 70.00
PC STA. = 1+19.23
PT STA. = 1+83.05

CURVE DATA SE_CORNER_4
PI STA. = 2+20.60
Δ = 6° 05' 59" (RT)
D = 40° 55' 32"
T = 7.46
L = 14.90
R = 140.00
PC STA. = 2+13.14
PT STA. = 2+28.05

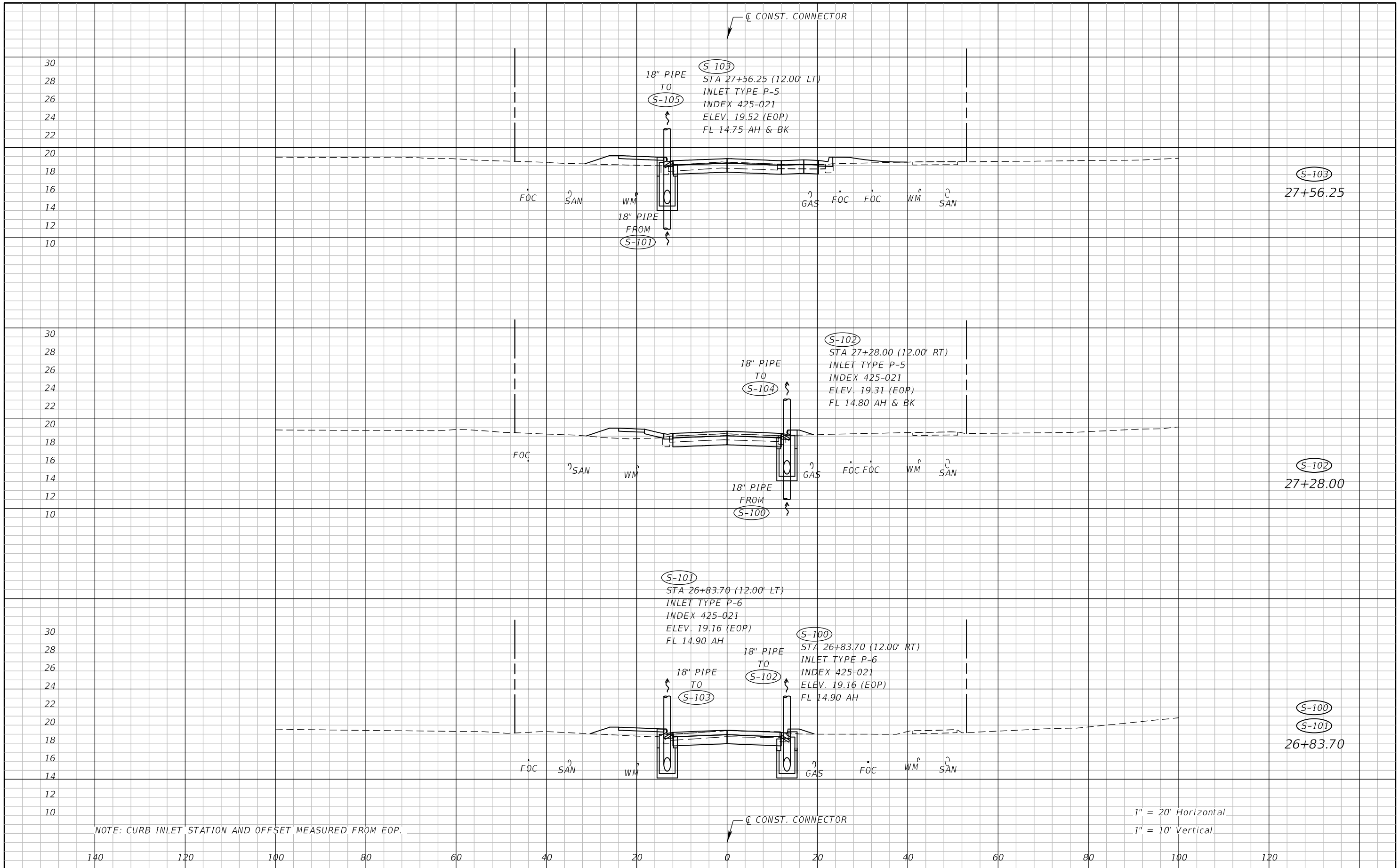
⌘ SW CORNER

CURVE DATA SW_CORNER_1
PI STA. = 0+20.03
Δ = 20° 38' 30" (RT)
D = 52° 05' 13"
T = 20.03
L = 39.63
R = 110.00
PC STA. = 0+00.00
PT STA. = 0+39.63

CURVE DATA SW_CORNER_2
PI STA. = 0+58.69
Δ = 64° 51' 09" (RT)
D = 190° 59' 09"
T = 19.06
L = 33.96
R = 30.00
PC STA. = 0+39.63
PT STA. = 0+73.59

CURVE DATA SW_CORNER_3
PI STA. = 0+92.90
Δ = 21° 51' 39" (RT)
D = 57° 17' 45"
T = 19.31
L = 38.15
R = 100.00
PC STA. = 0+73.59
PT STA. = 1+11.74

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		INTERSECTION DETAILS BEACH AND LEGION (2)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		33

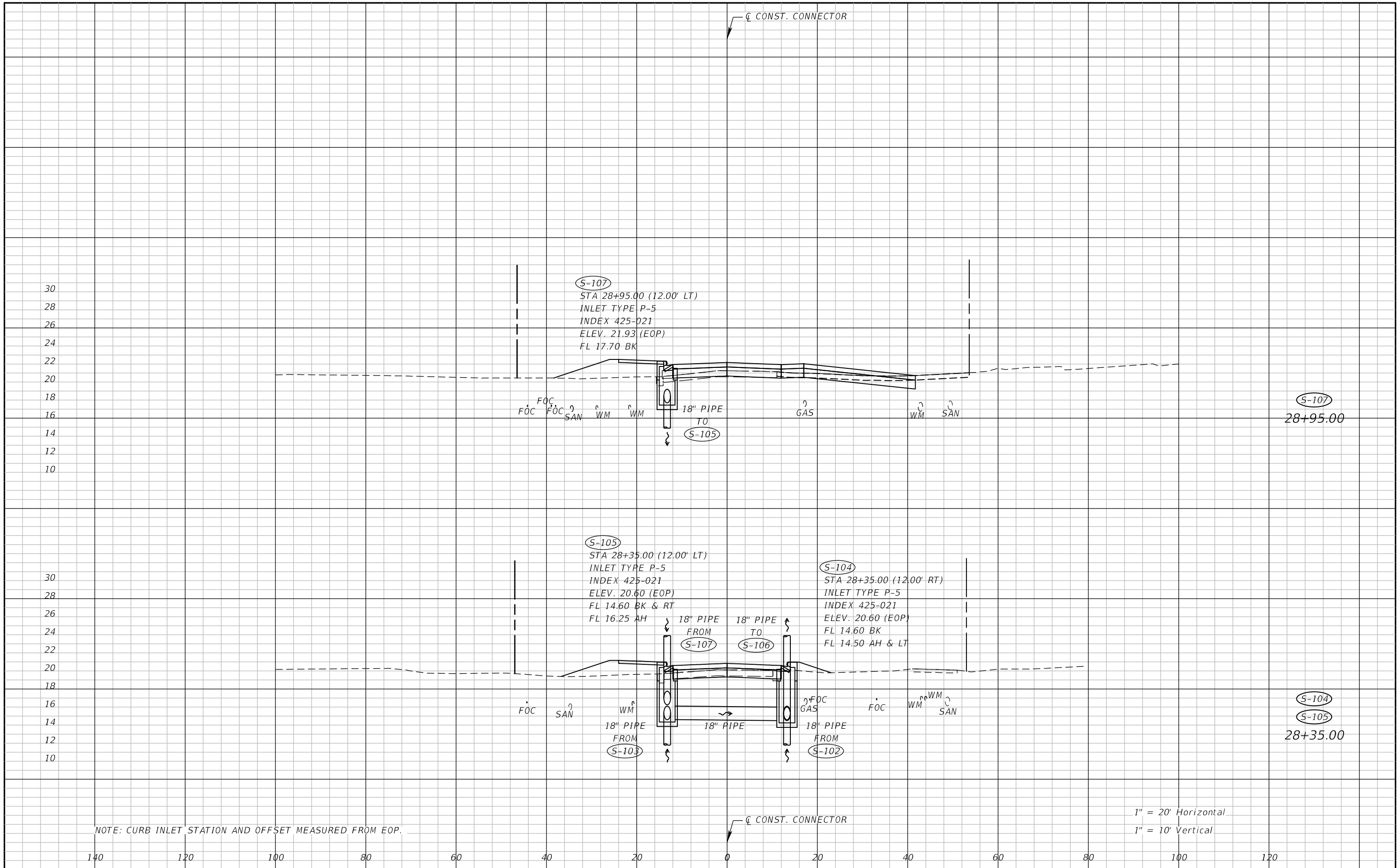


NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

1" = 20' Horizontal
1" = 10' Vertical

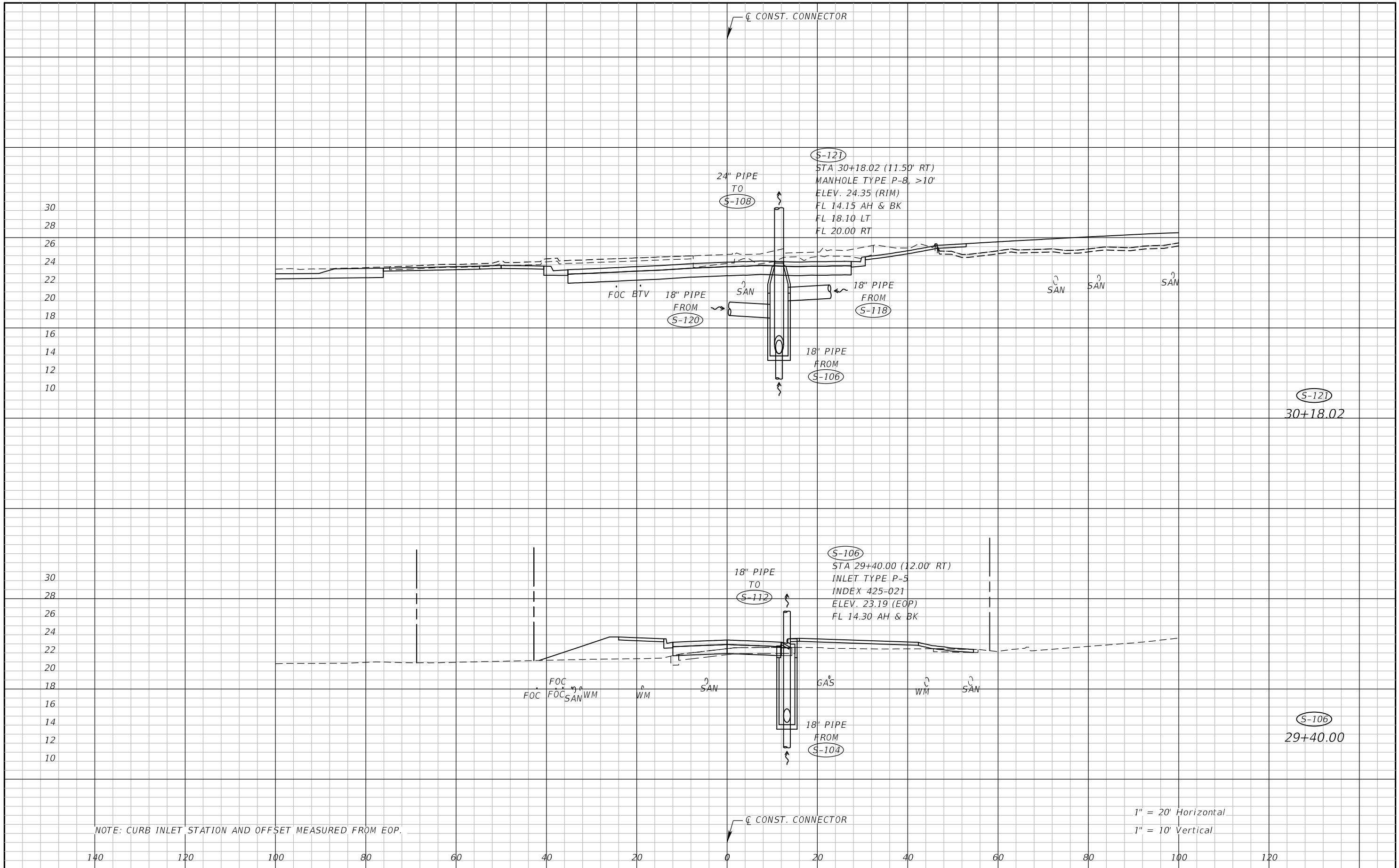
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 34
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



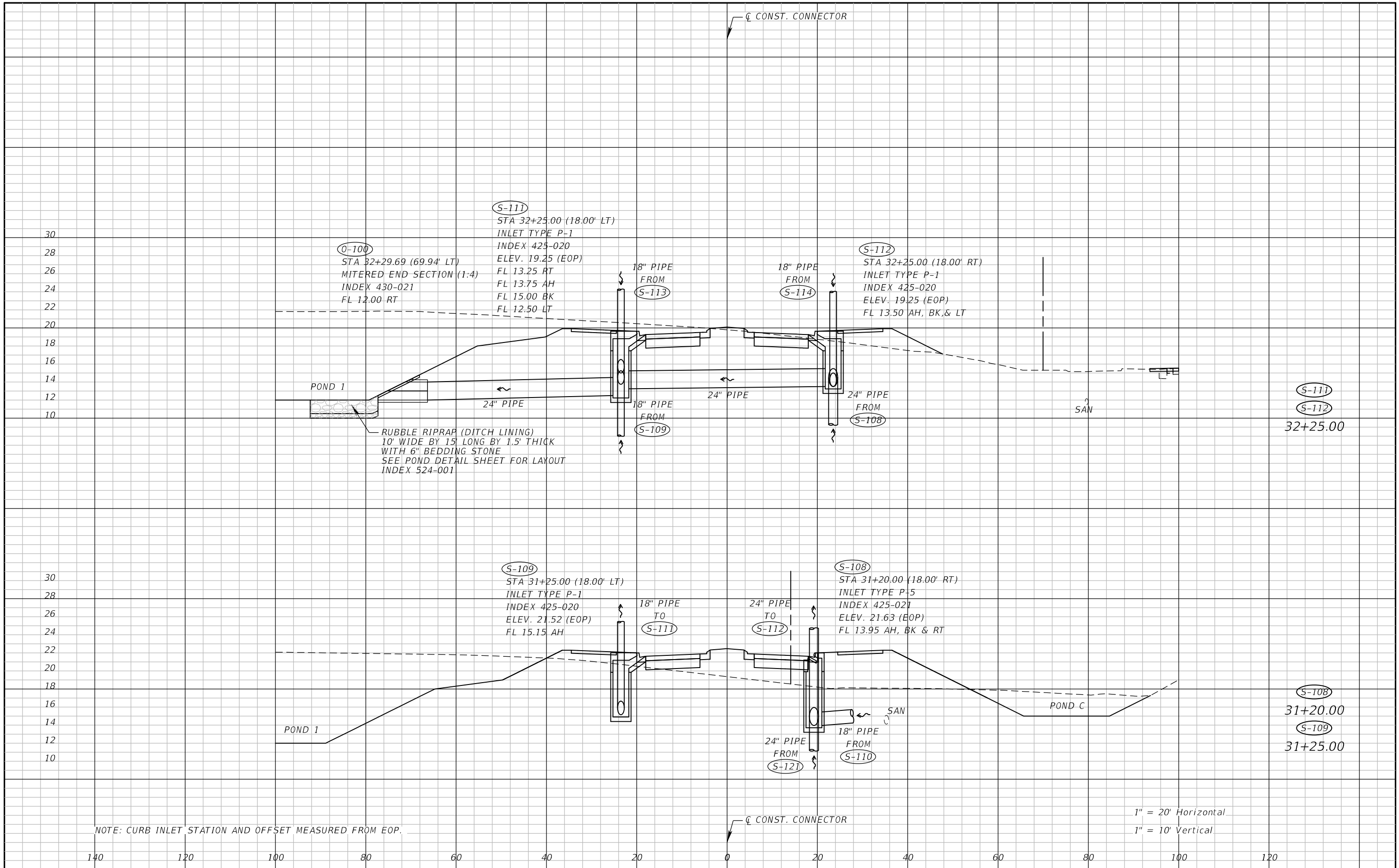
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 35
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



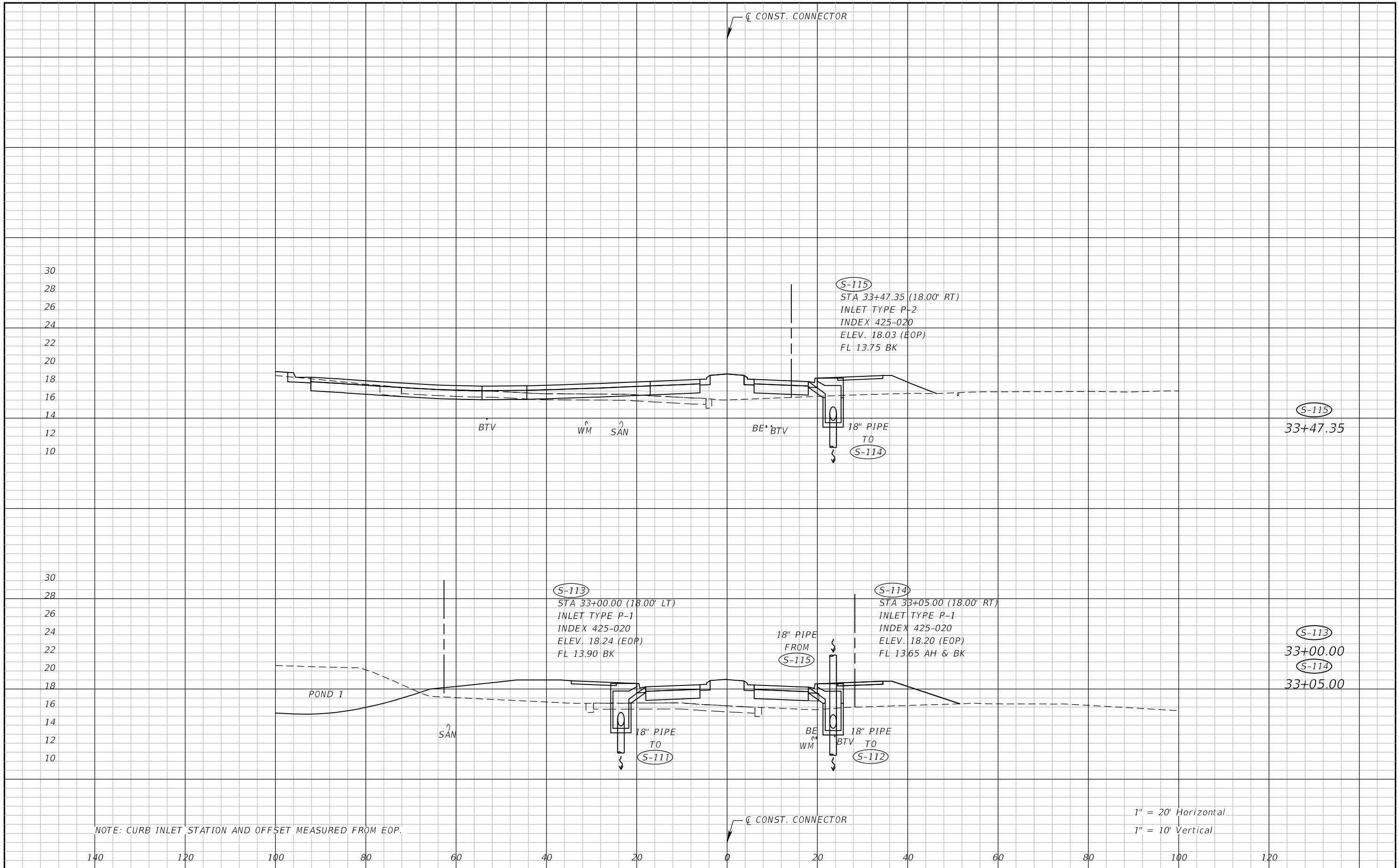
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 36
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



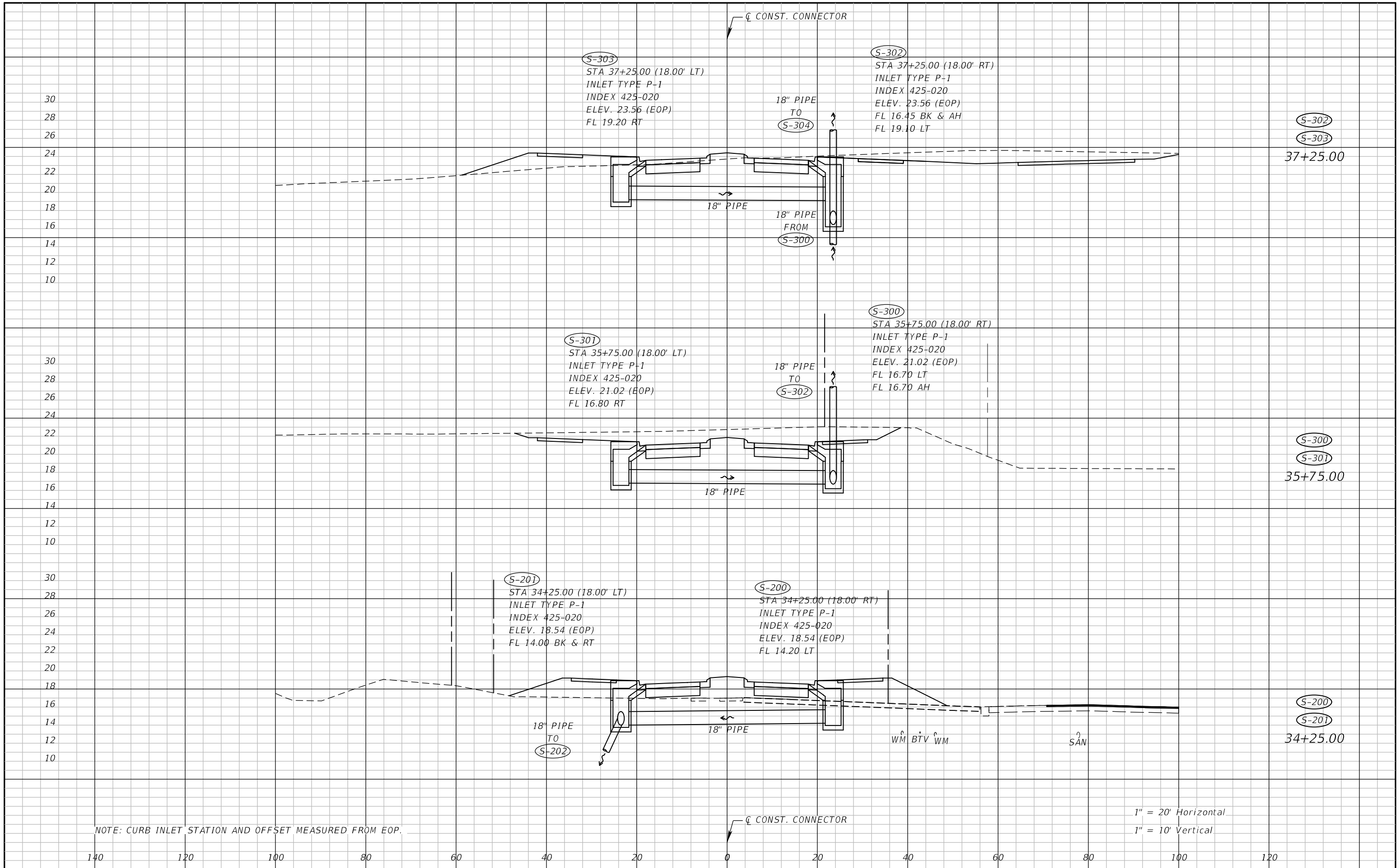
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 37
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS		REVISIONS		NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 38
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

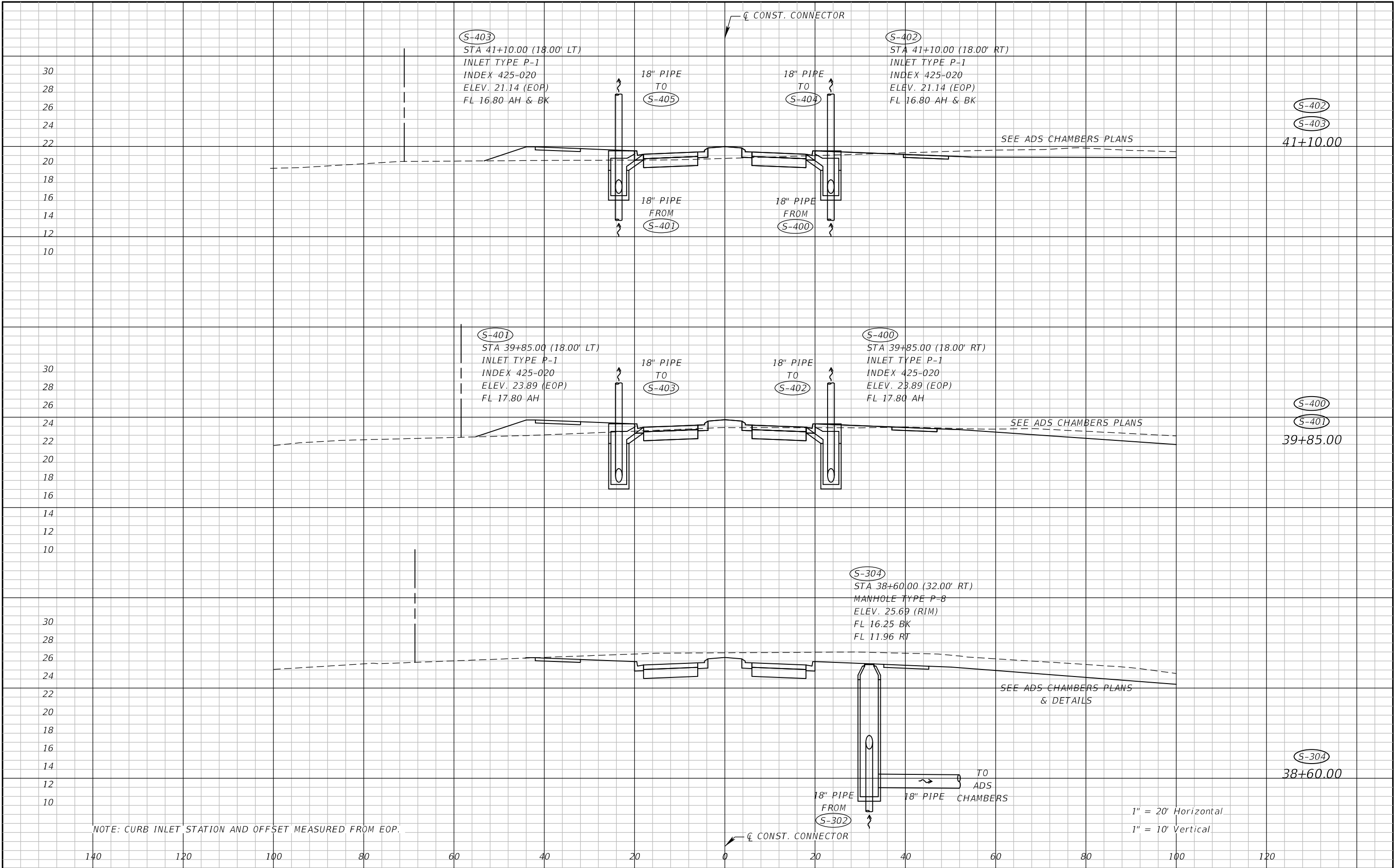


NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

1" = 20' Horizontal
1" = 10' Vertical

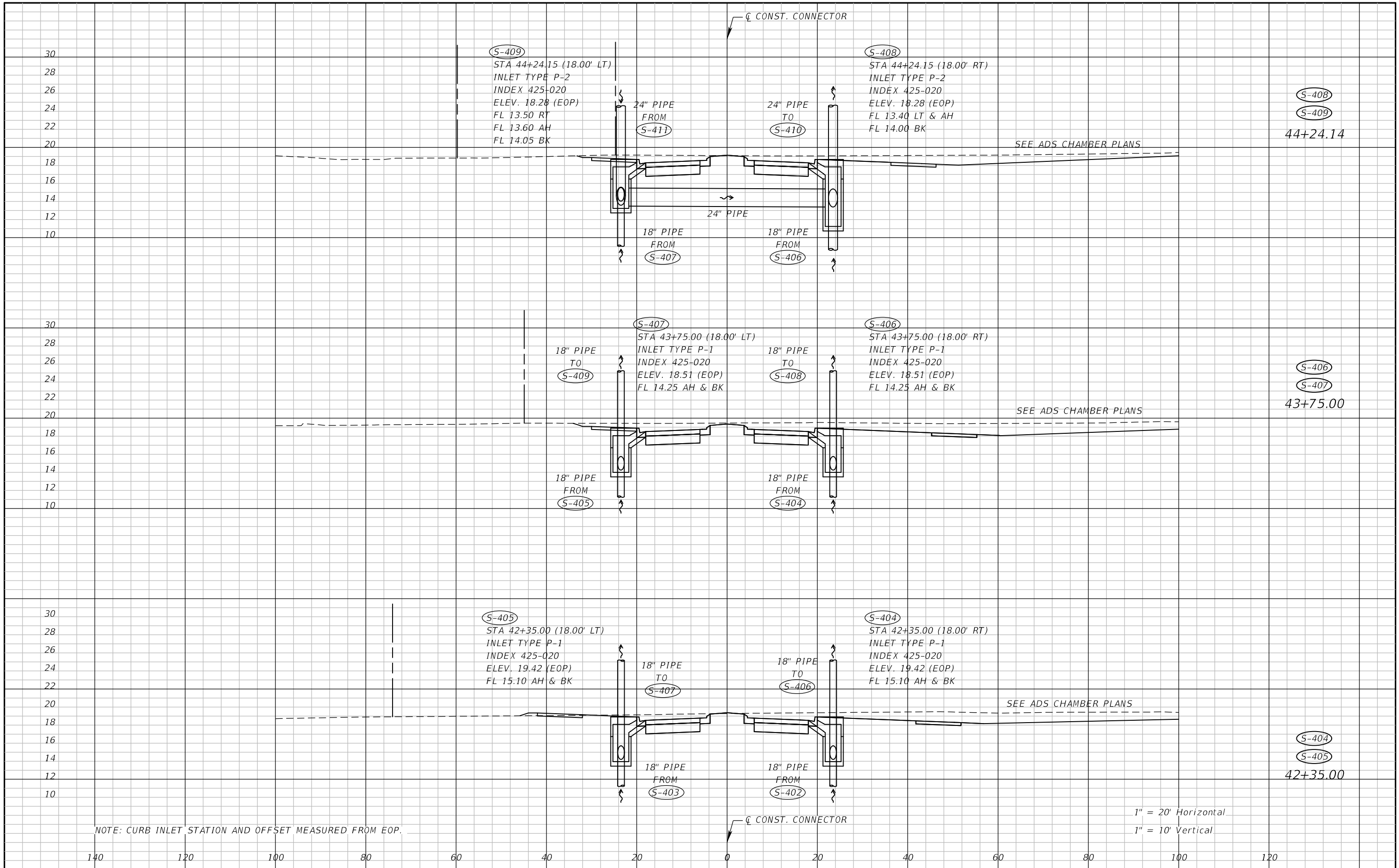
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 39
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



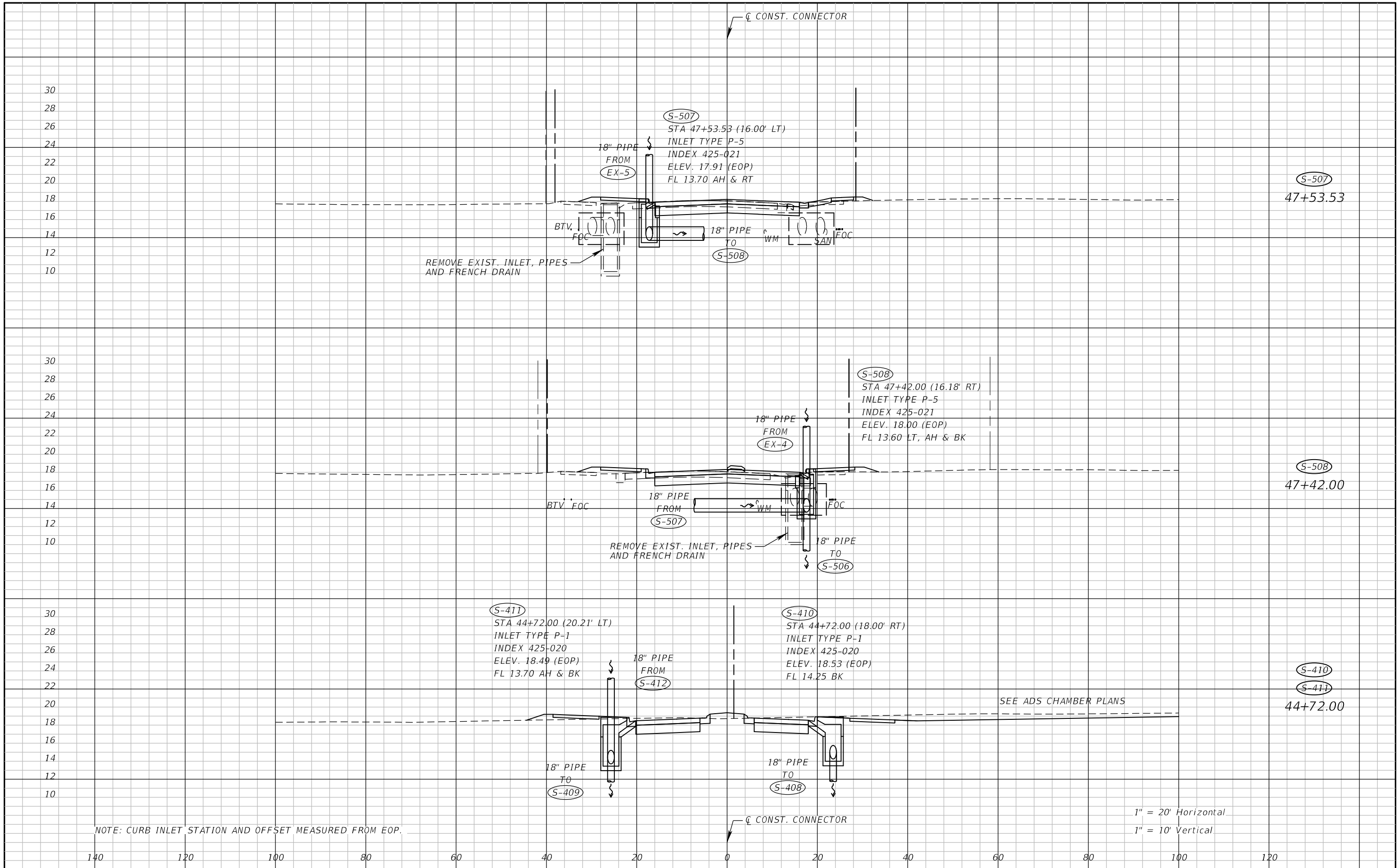
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 40
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



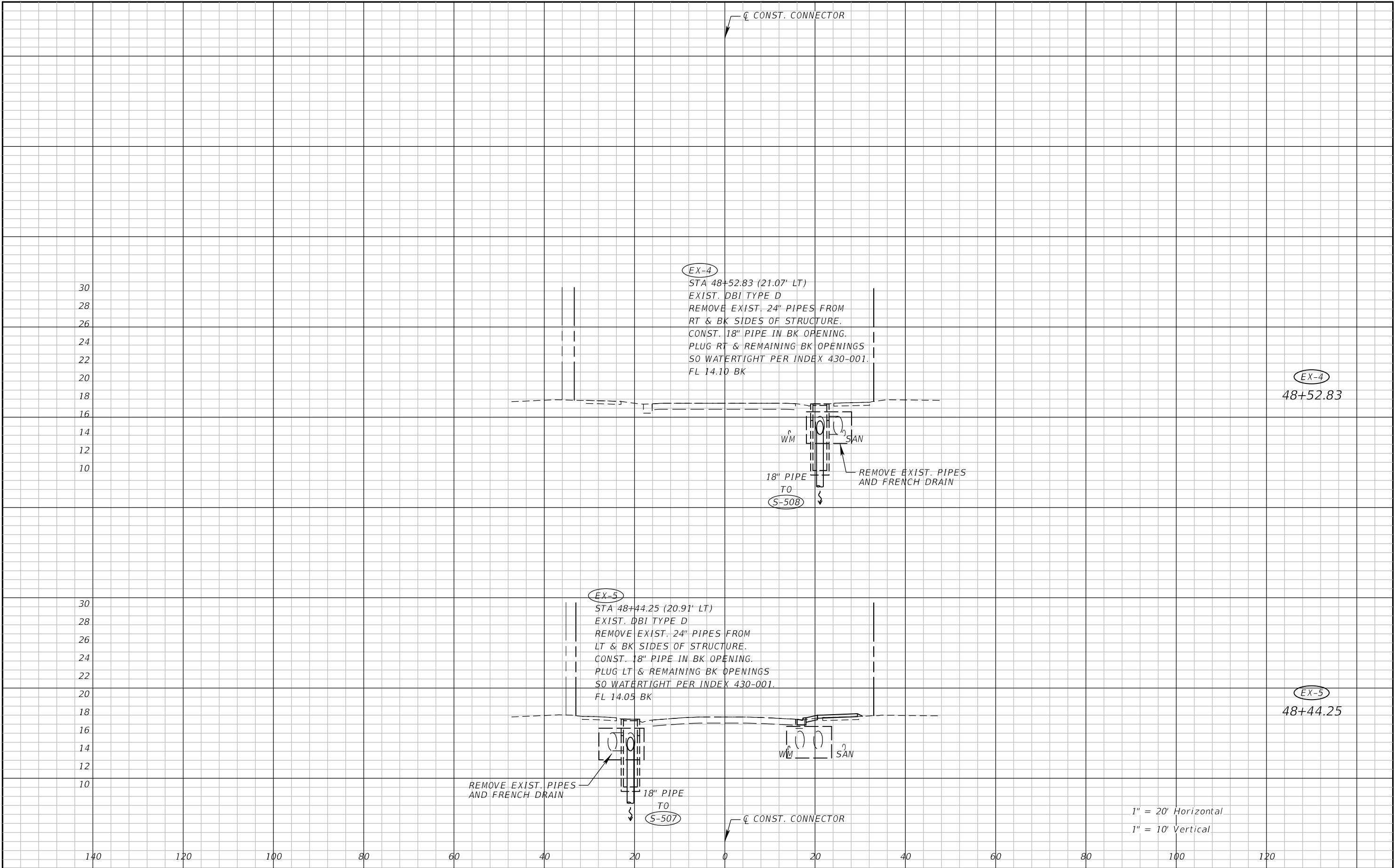
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 41
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



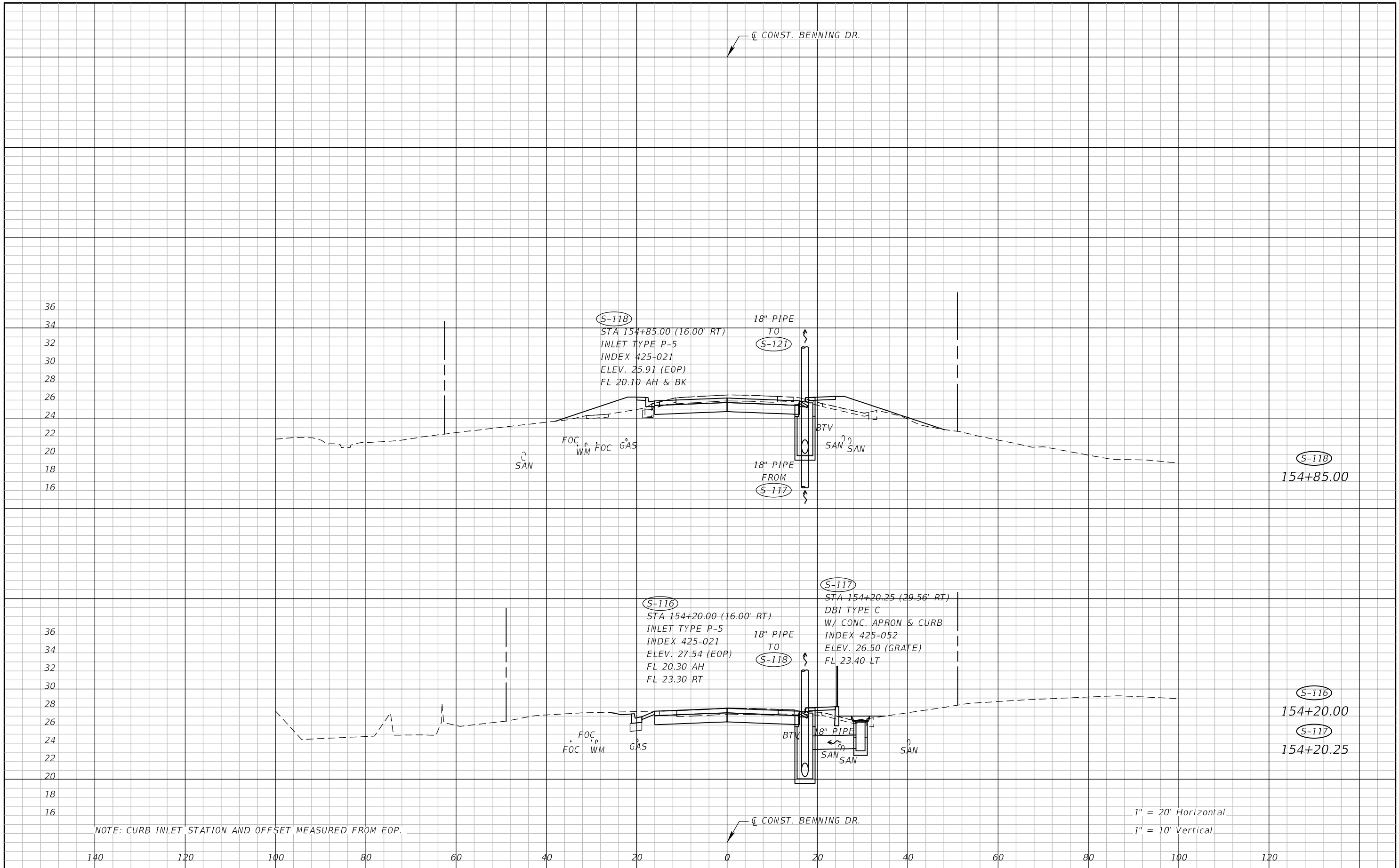
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		42
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 43
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

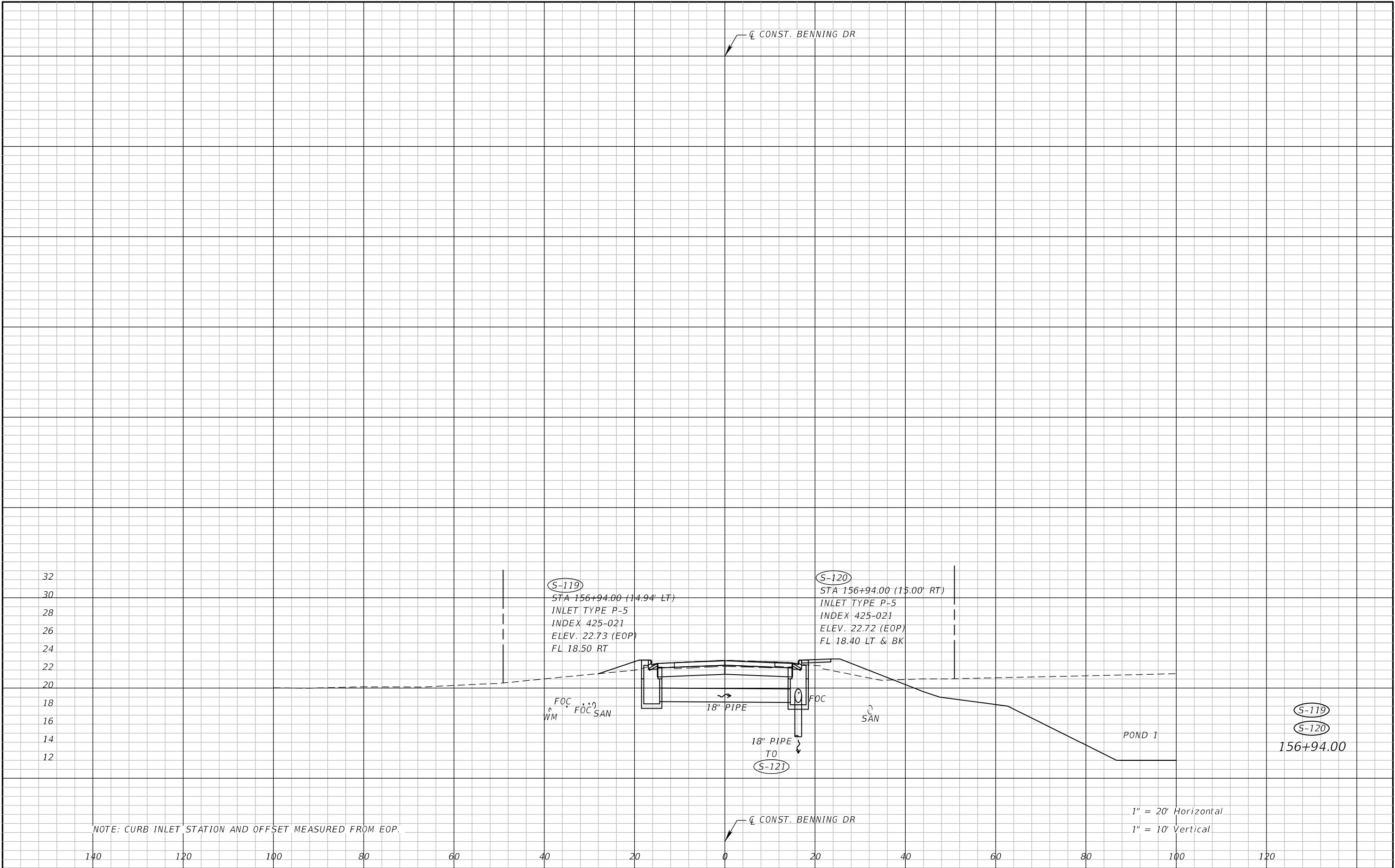


NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

1" = 20' Horizontal
1" = 10' Vertical

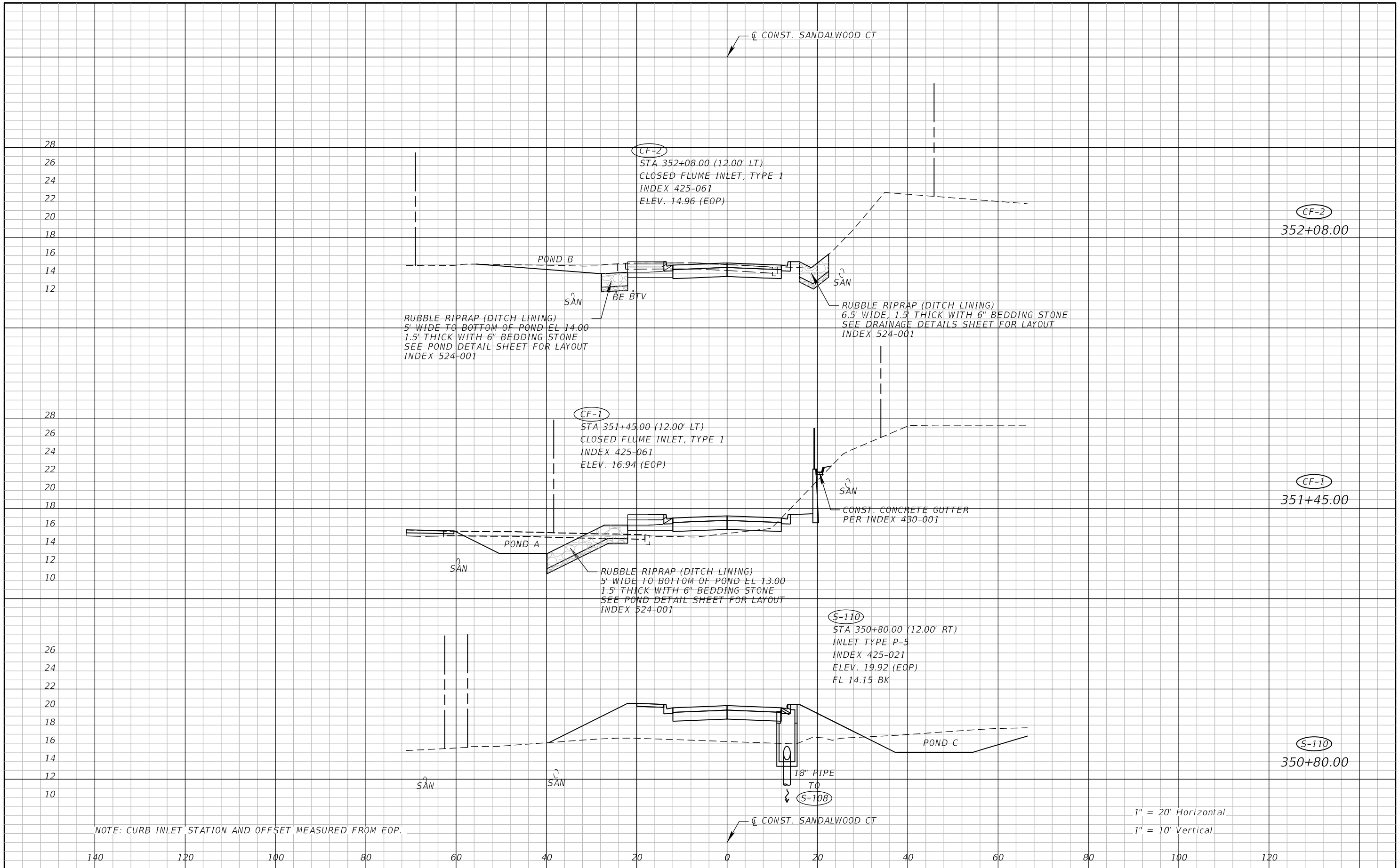
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES BENNING DR	SHEET NO. 44
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



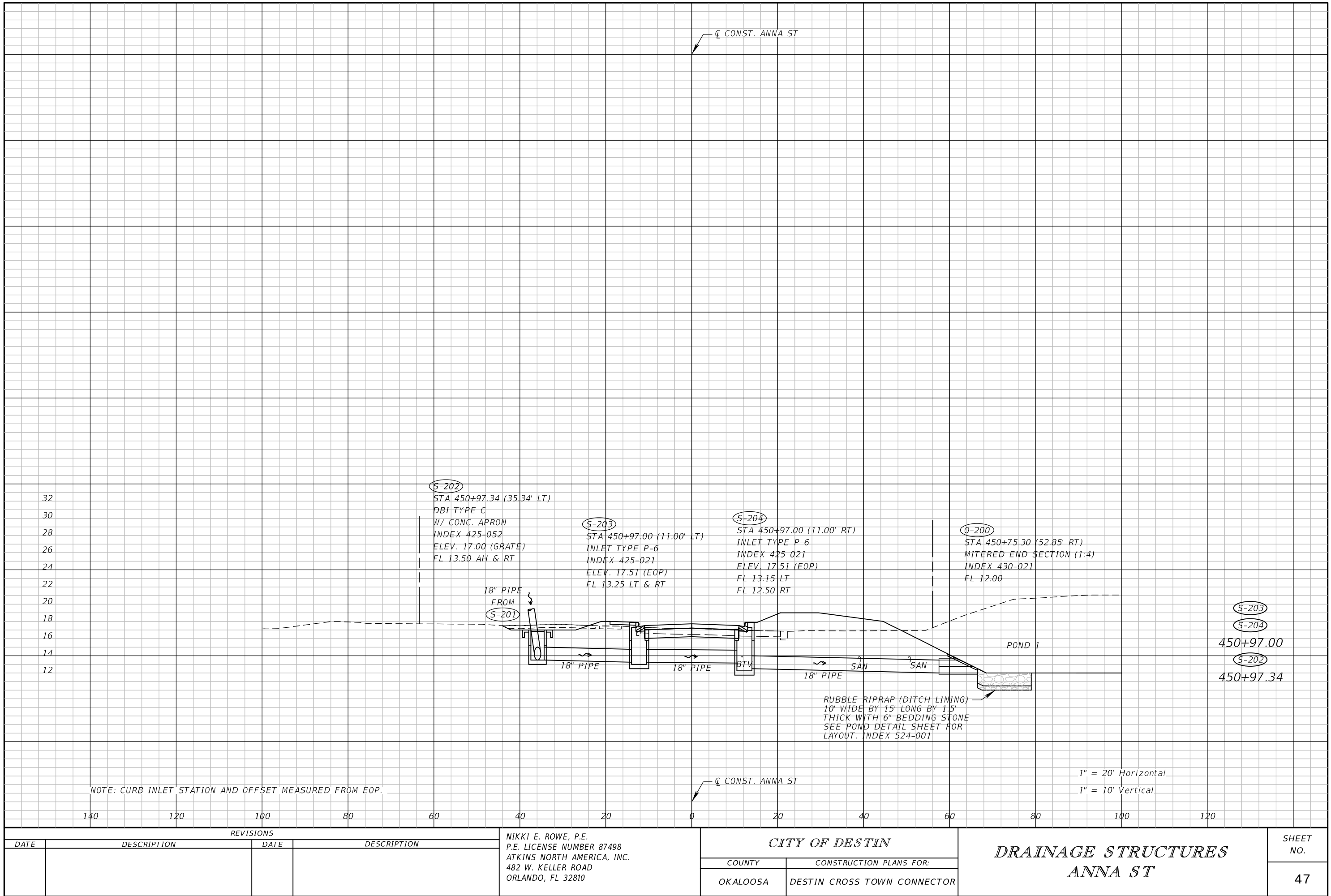
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES BENNING DR	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		45

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

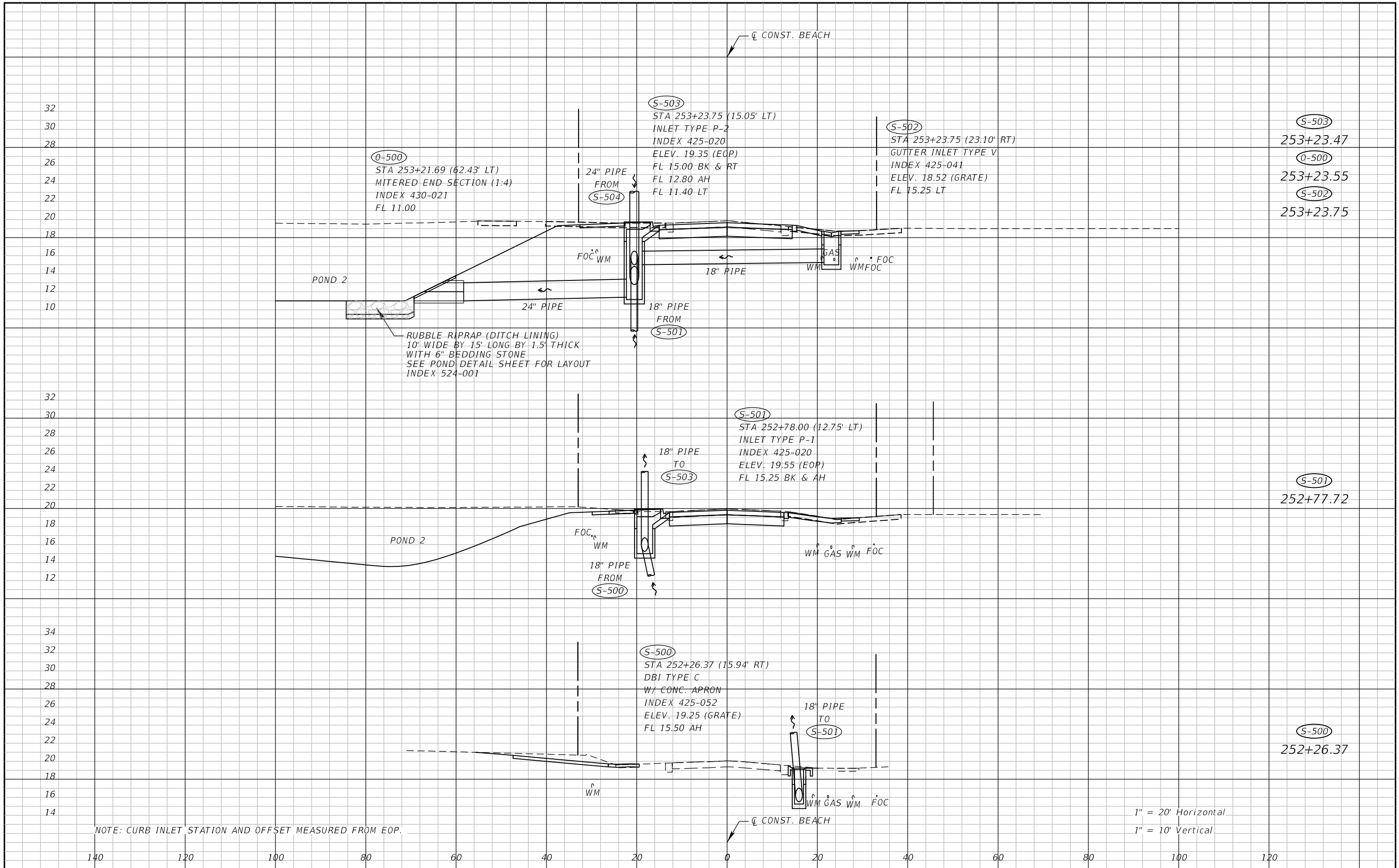


REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES SANDALWOOD CT	SHEET NO. 46
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

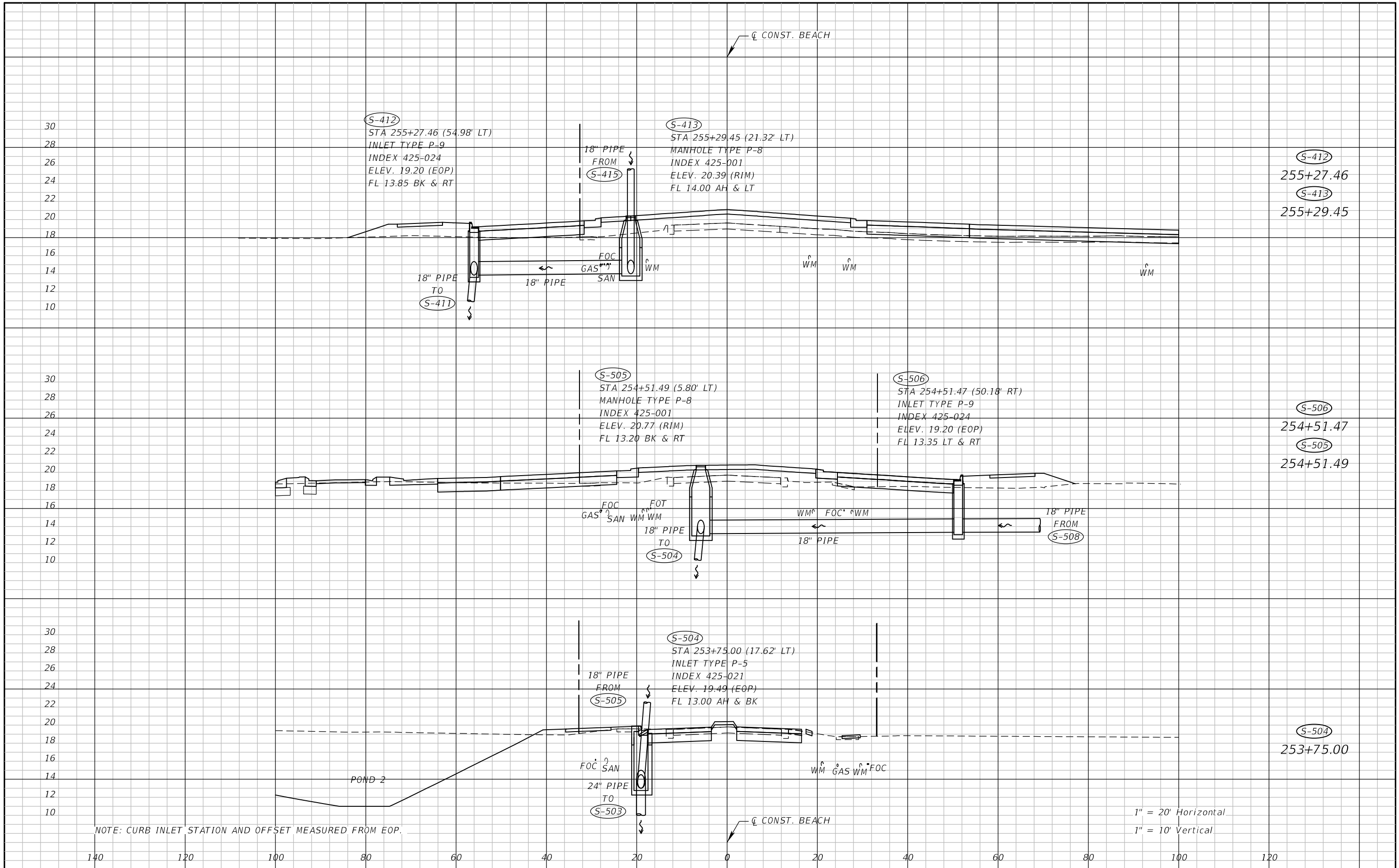


NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

1" = 20' Horizontal
1" = 10' Vertical

REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES BEACH	SHEET NO. 48
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

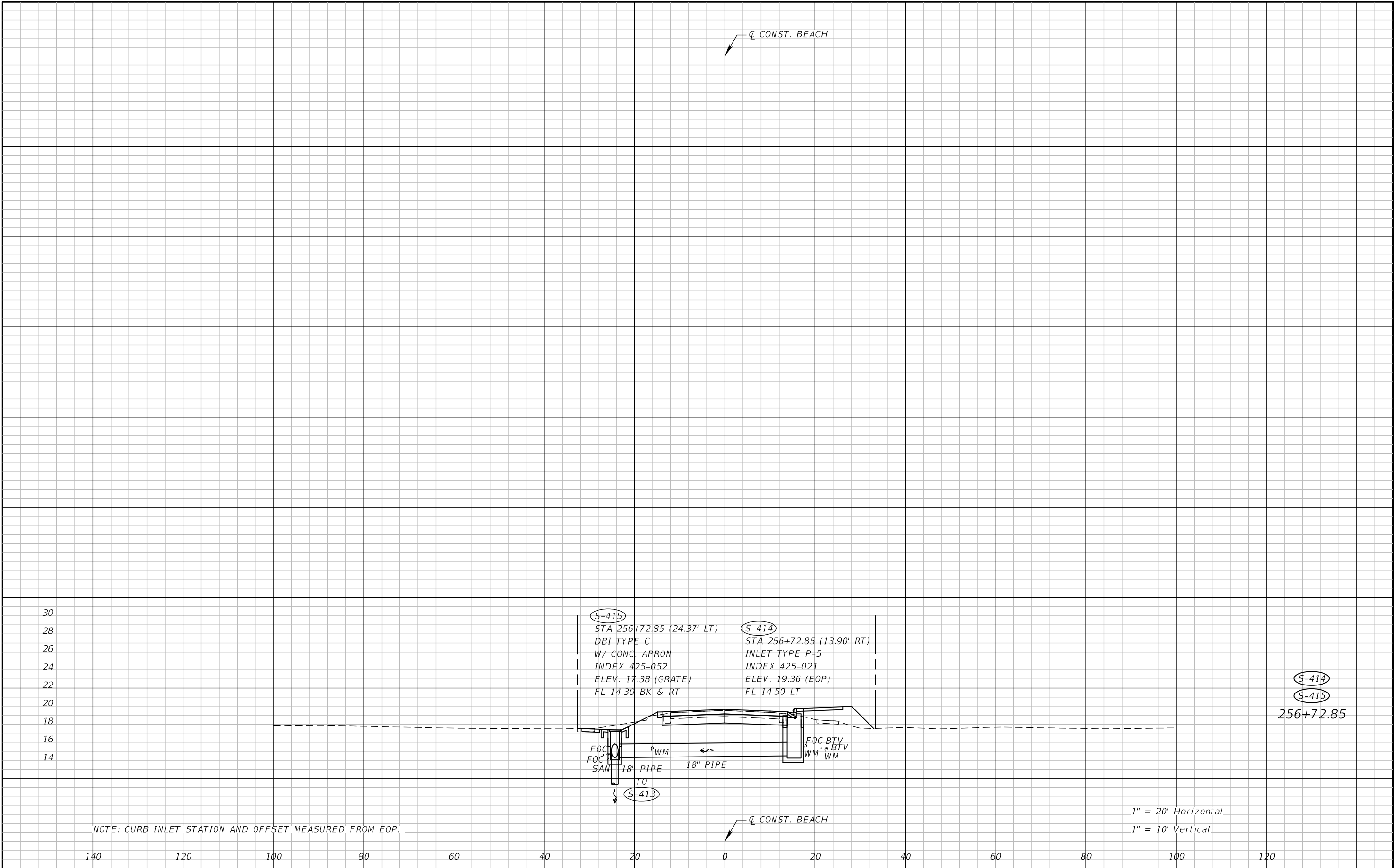


NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

1" = 20' Horizontal
1" = 10' Vertical

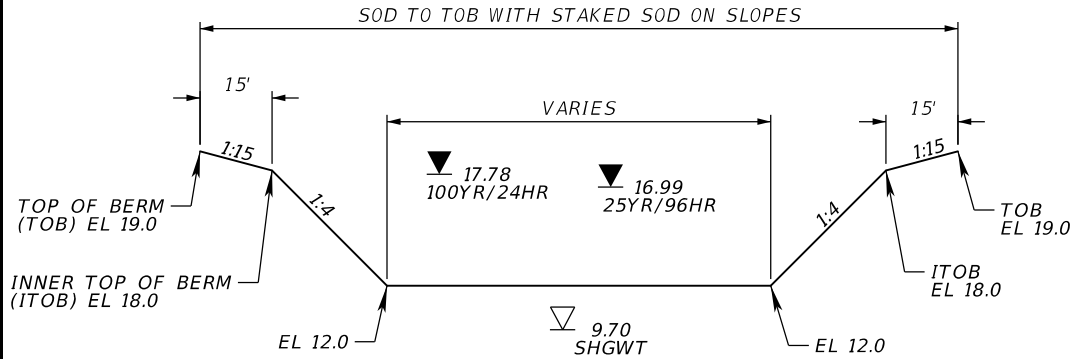
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES BEACH	SHEET NO. 49
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES BEACH	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		50

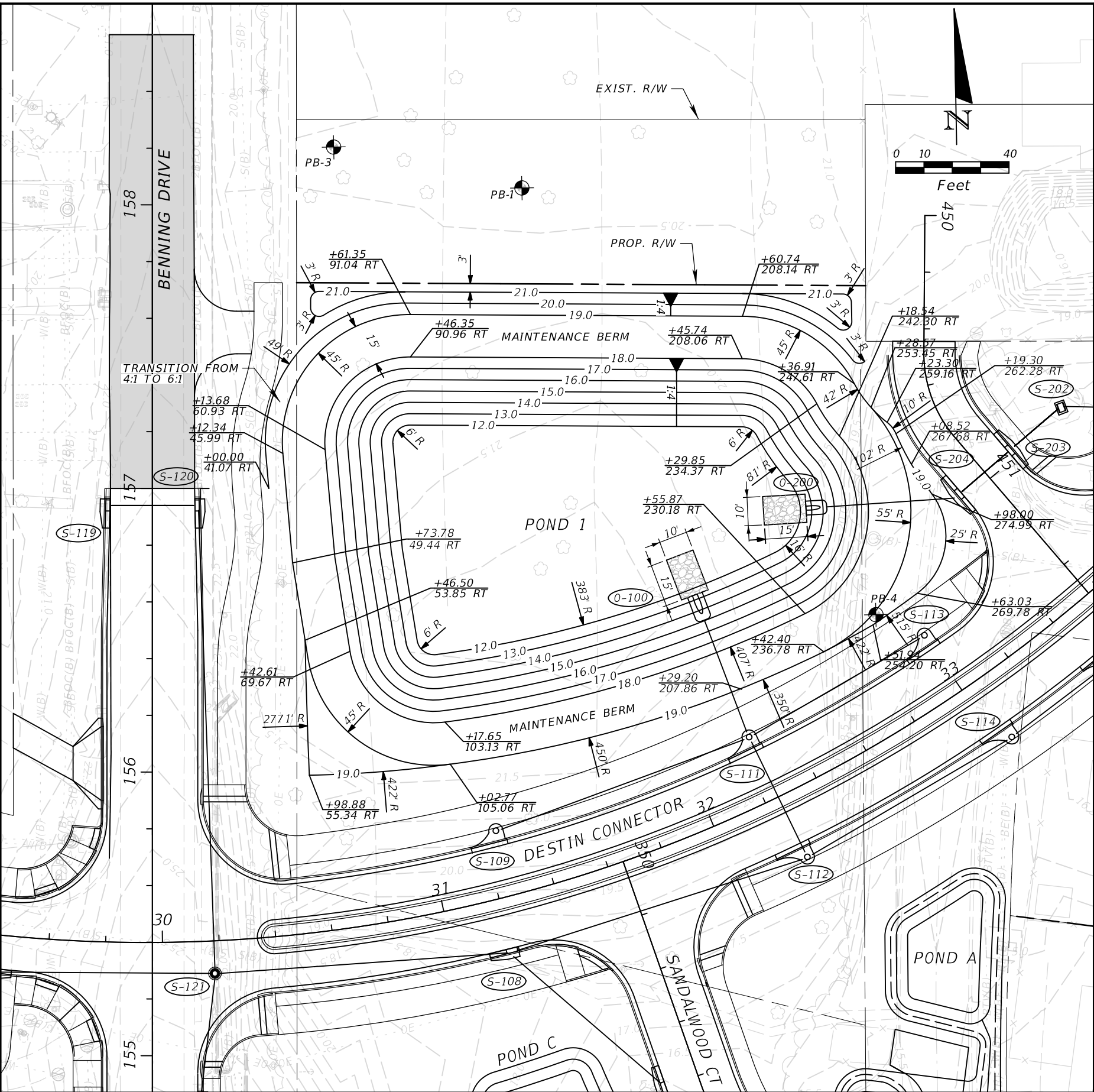
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



TYPICAL SECTION
NTS

NOTES:

1. STATION AND OFFSET CALLOUTS MEASURED FROM CL BENNING DRIVE.

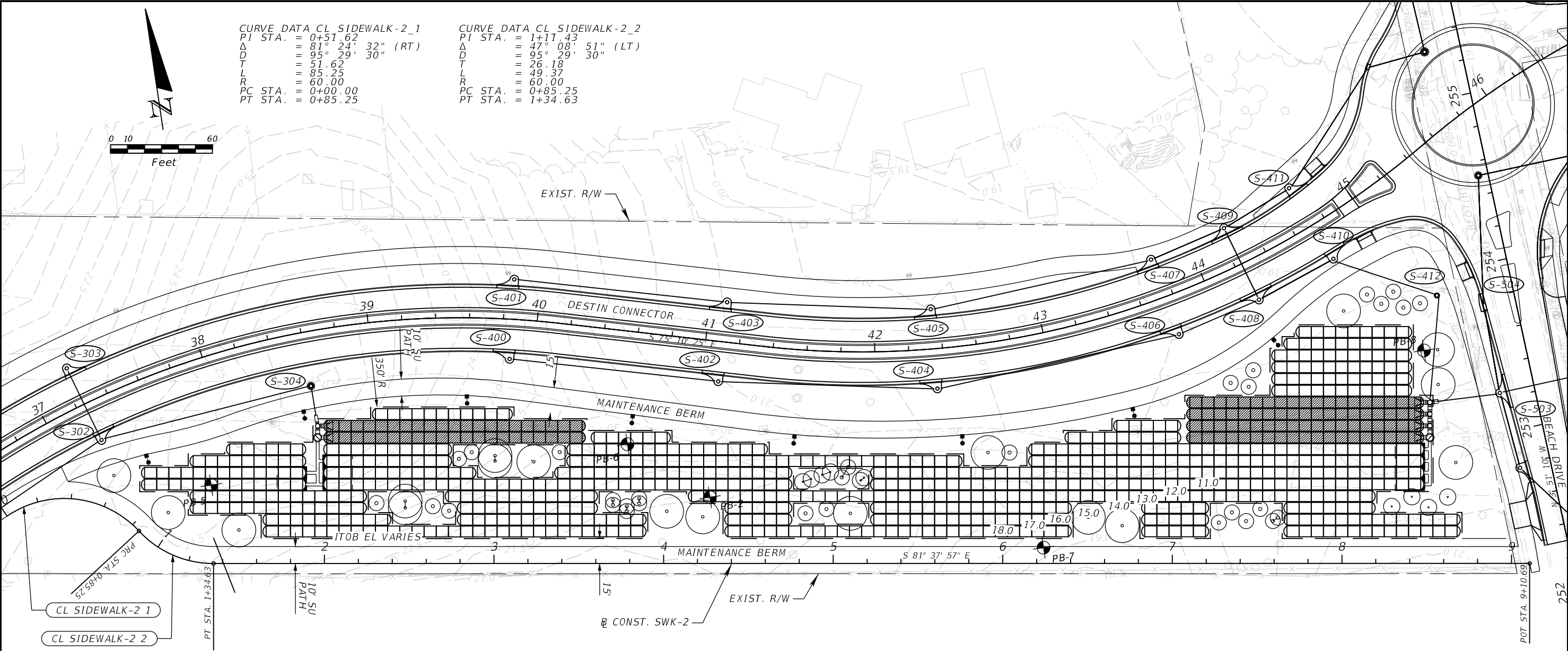


REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

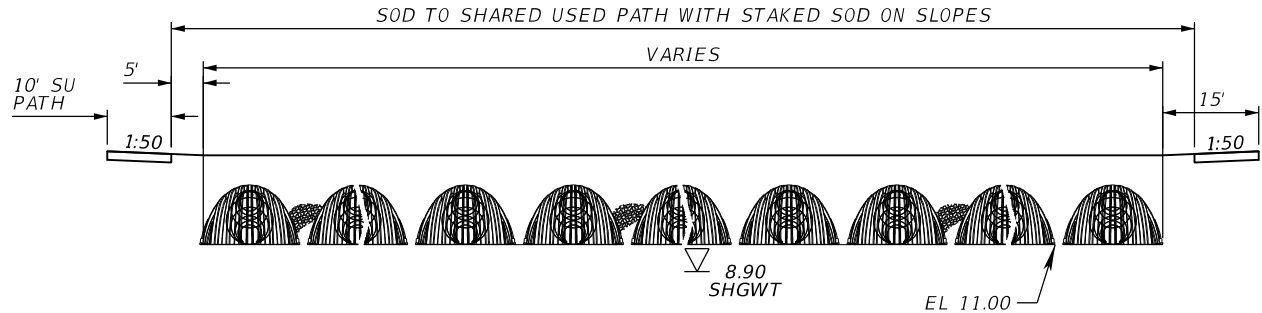
NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

POND 1 DETAIL	
SHEET NO.	
51	



NOTES:
1. STATION AND OFFSET CALLOUTS MEASURED FROM $\varnothing$ CONST. CONNECTOR.

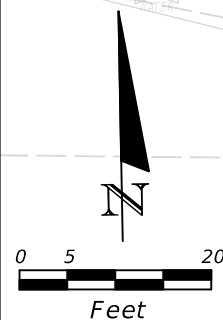


TYPICAL SECTION
NTS

REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		POND 2 DETAIL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		52

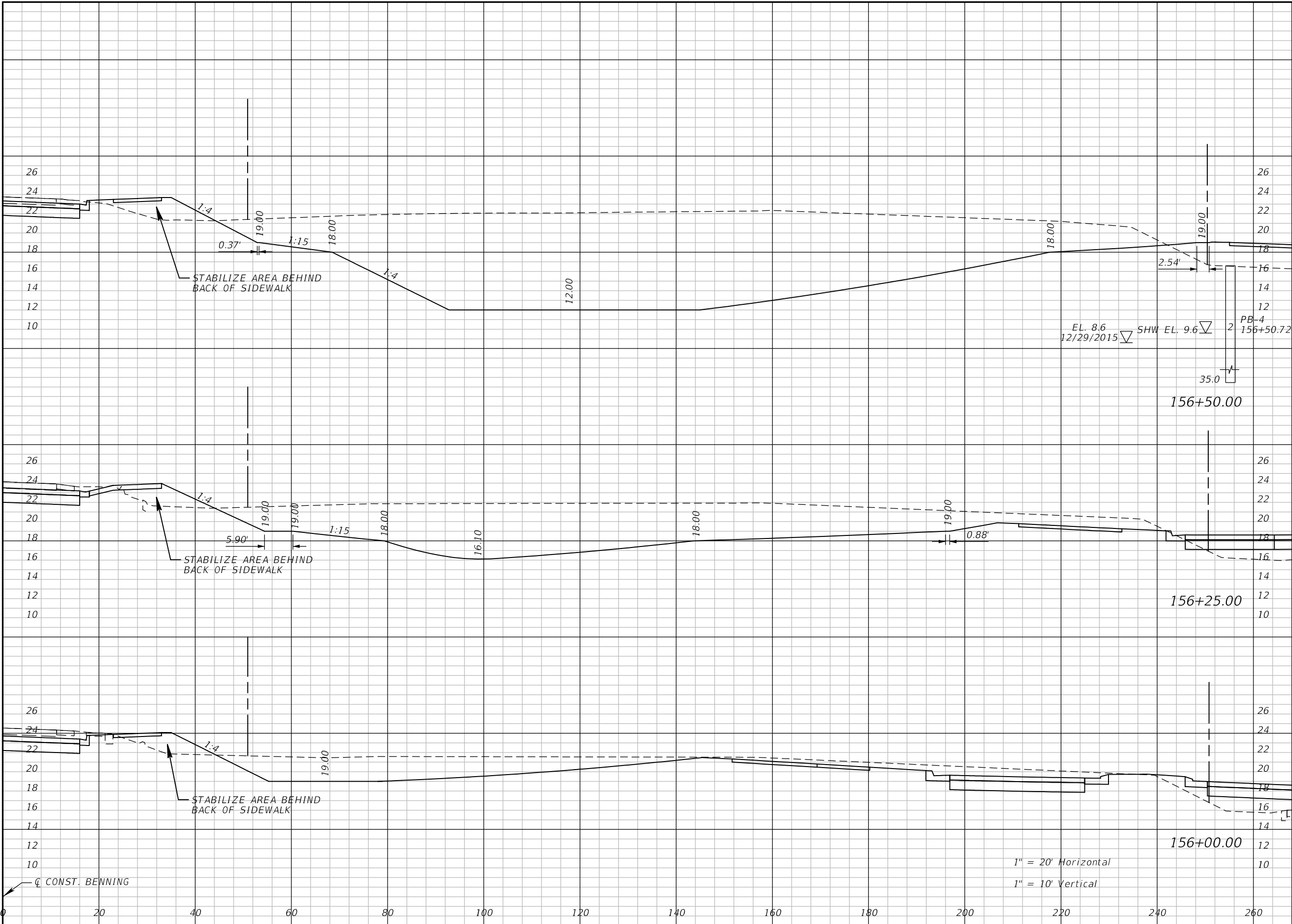


1. STATION AND OFFSET CALLOUTS MEASURED FROM G SANDALWOOD COURT.



REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		PONDS A, B & C DETAIL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		53
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

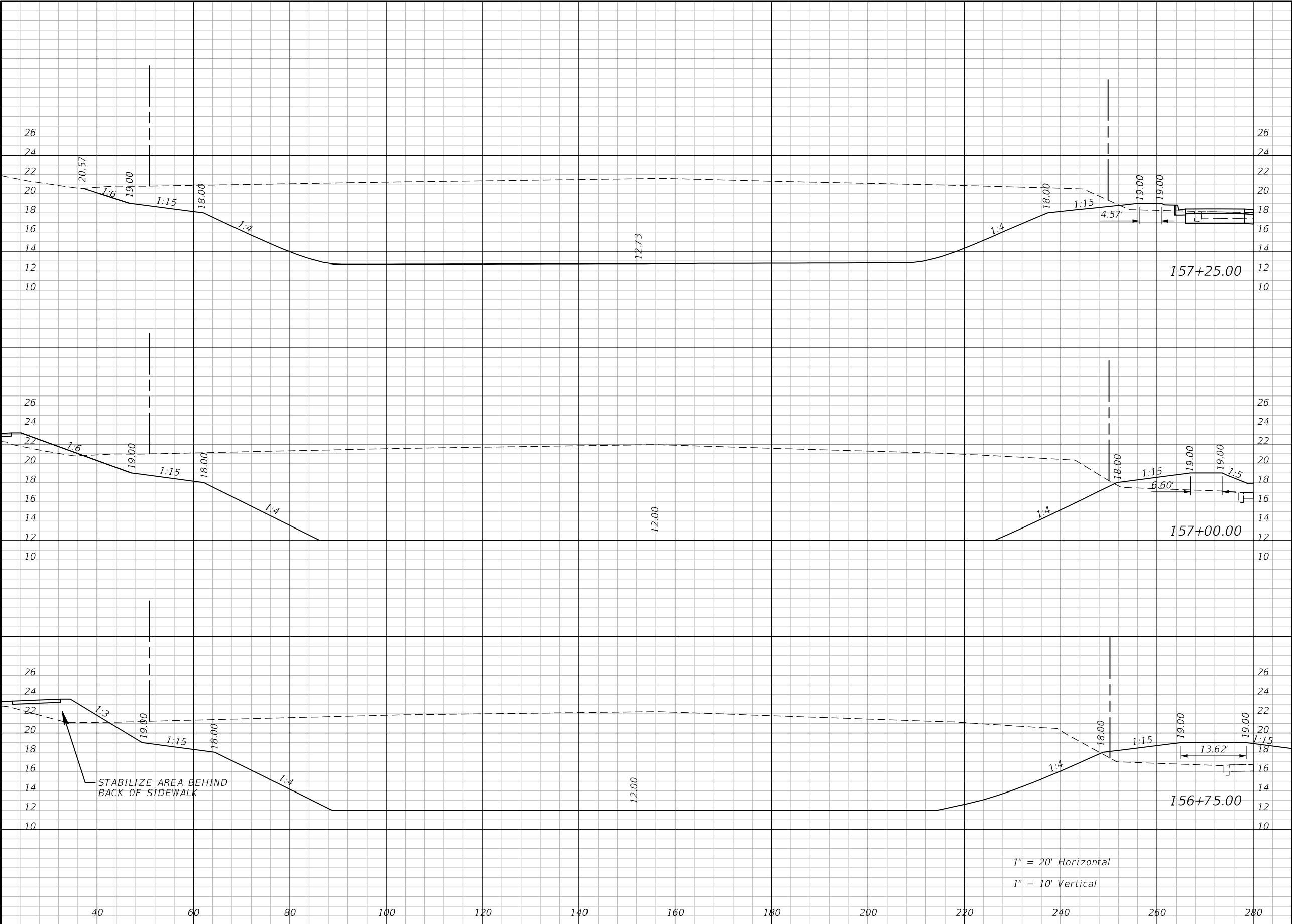
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular		Exc.	Embankment	
A		V	A	V
1328			22	
		891		16
597			13	
		356		11
173			11	

REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810 CERTIFICATE OF AUTHORIZATION: 24	CITY OF DESTIN		POND 1 CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		54
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



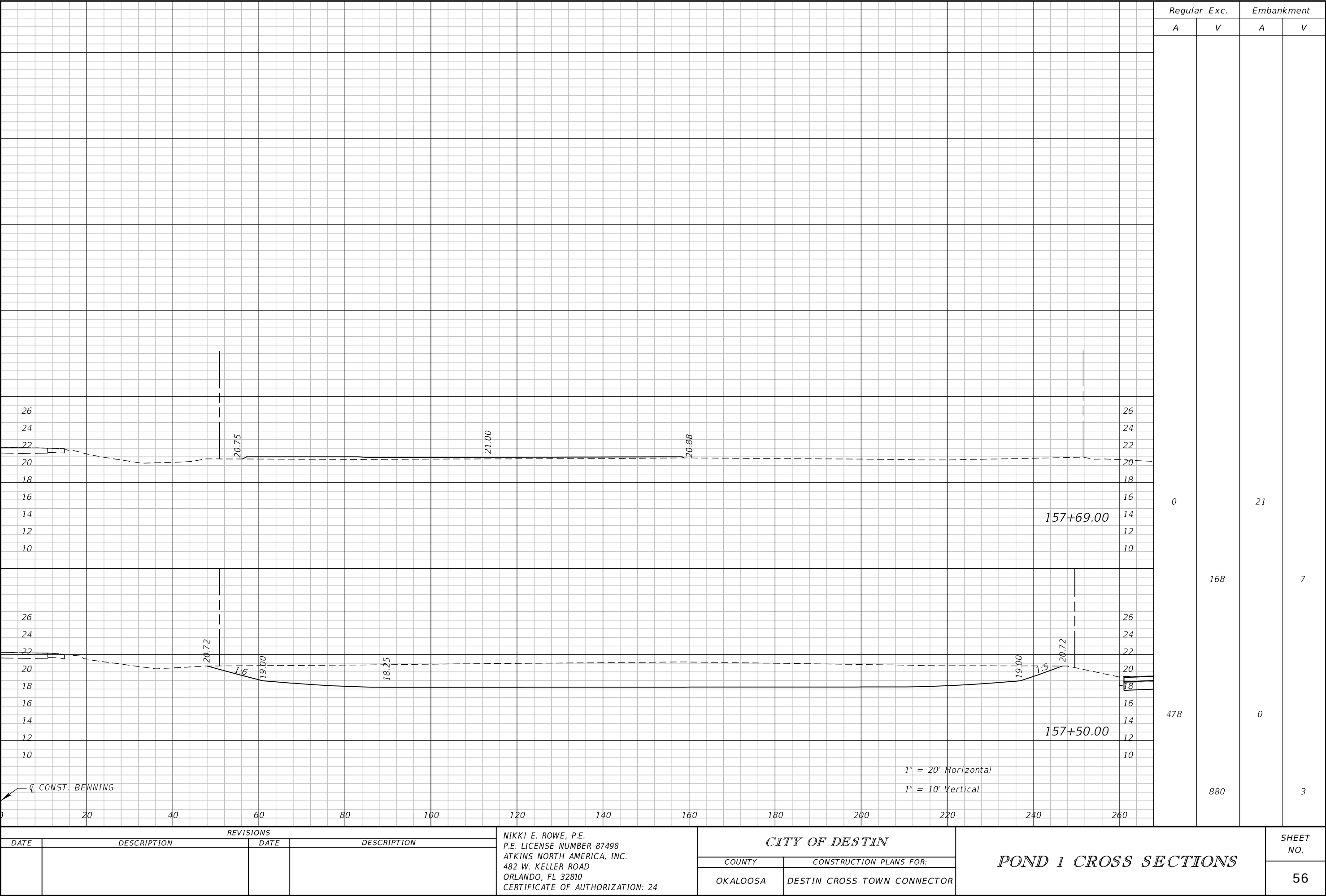
Regular		Exc.	Embankment	
A		V	A	V
1423			6	
		1429		24
1664			47	
		1534		51
1649			64	
		1378		40

REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810 CERTIFICATE OF AUTHORIZATION: 24	CITY OF DESTIN		POND 1 CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		55
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

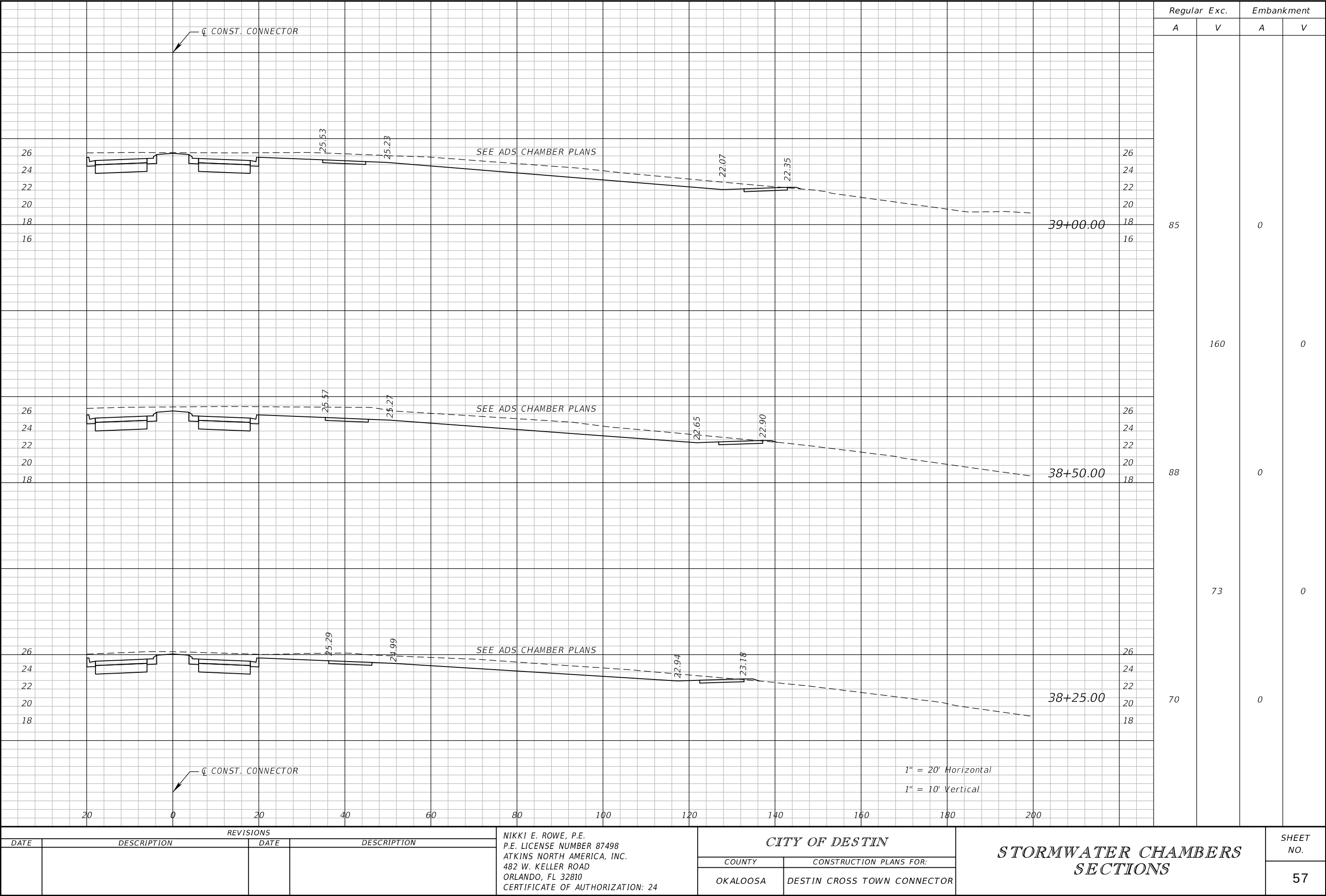
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810 CERTIFICATE OF AUTHORIZATION: 24	CITY OF DESTIN		POND 1 CROSS SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								56

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



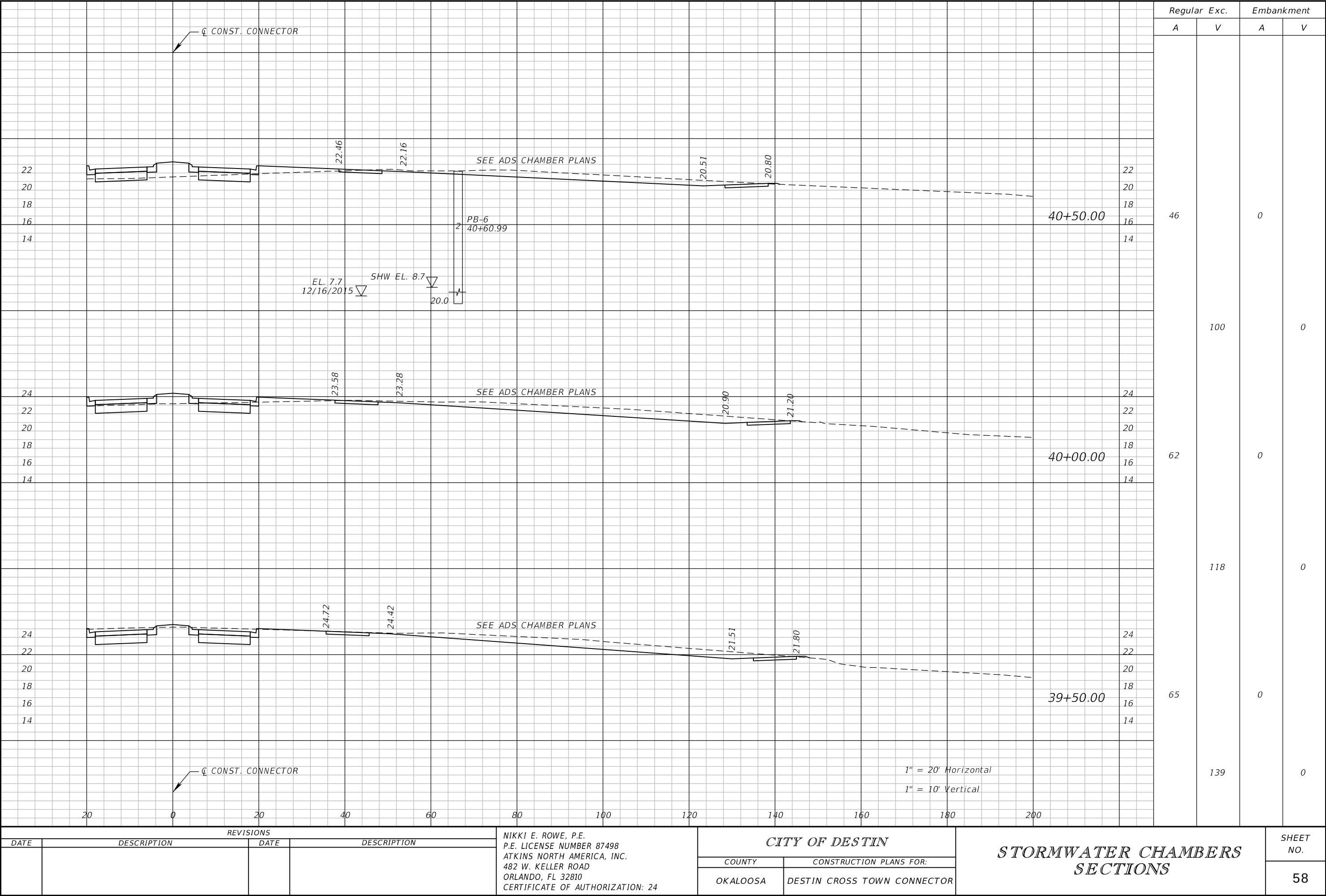
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER CHAMBERS SECTIONS		SHEET NO.
		57

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



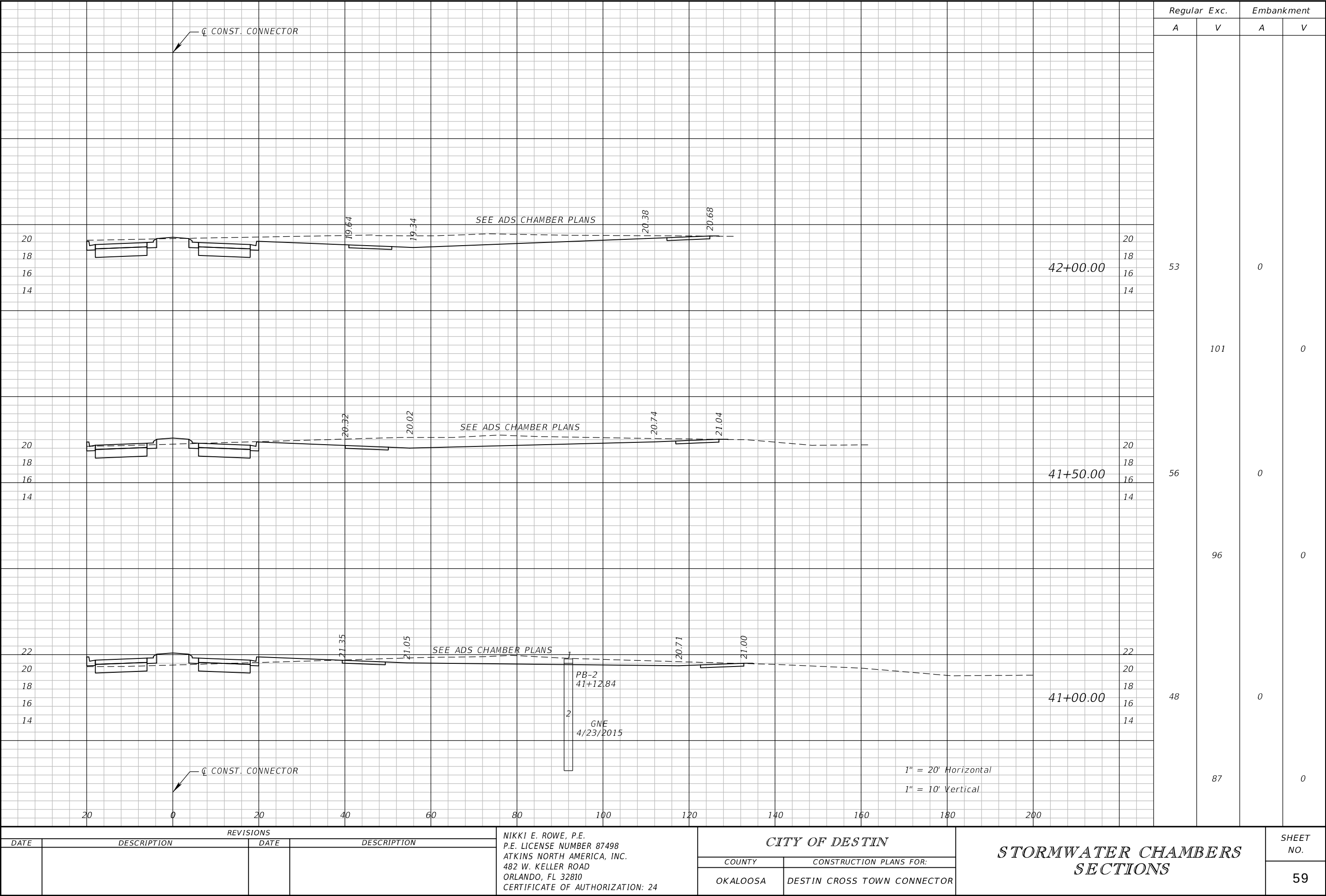
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

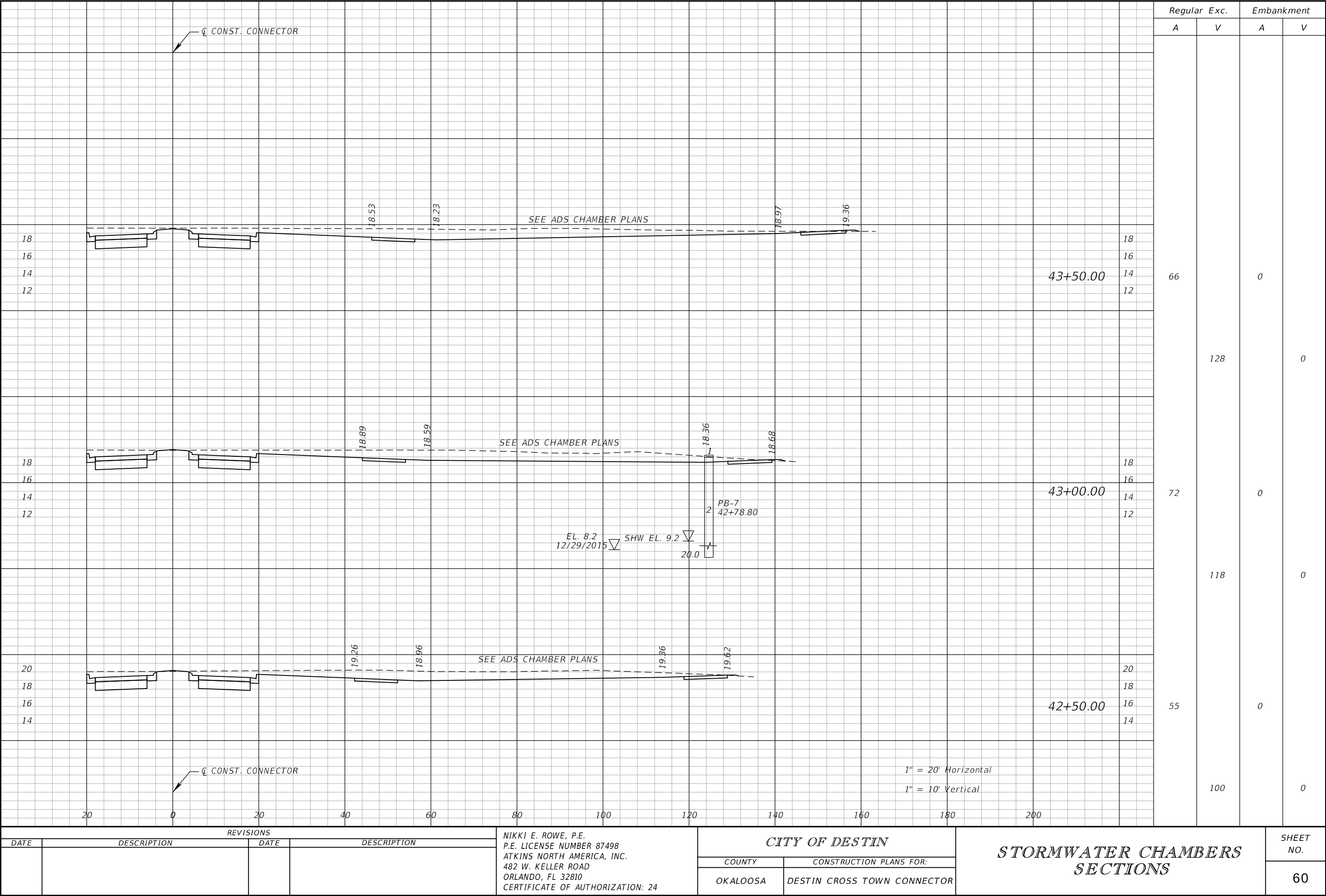
CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

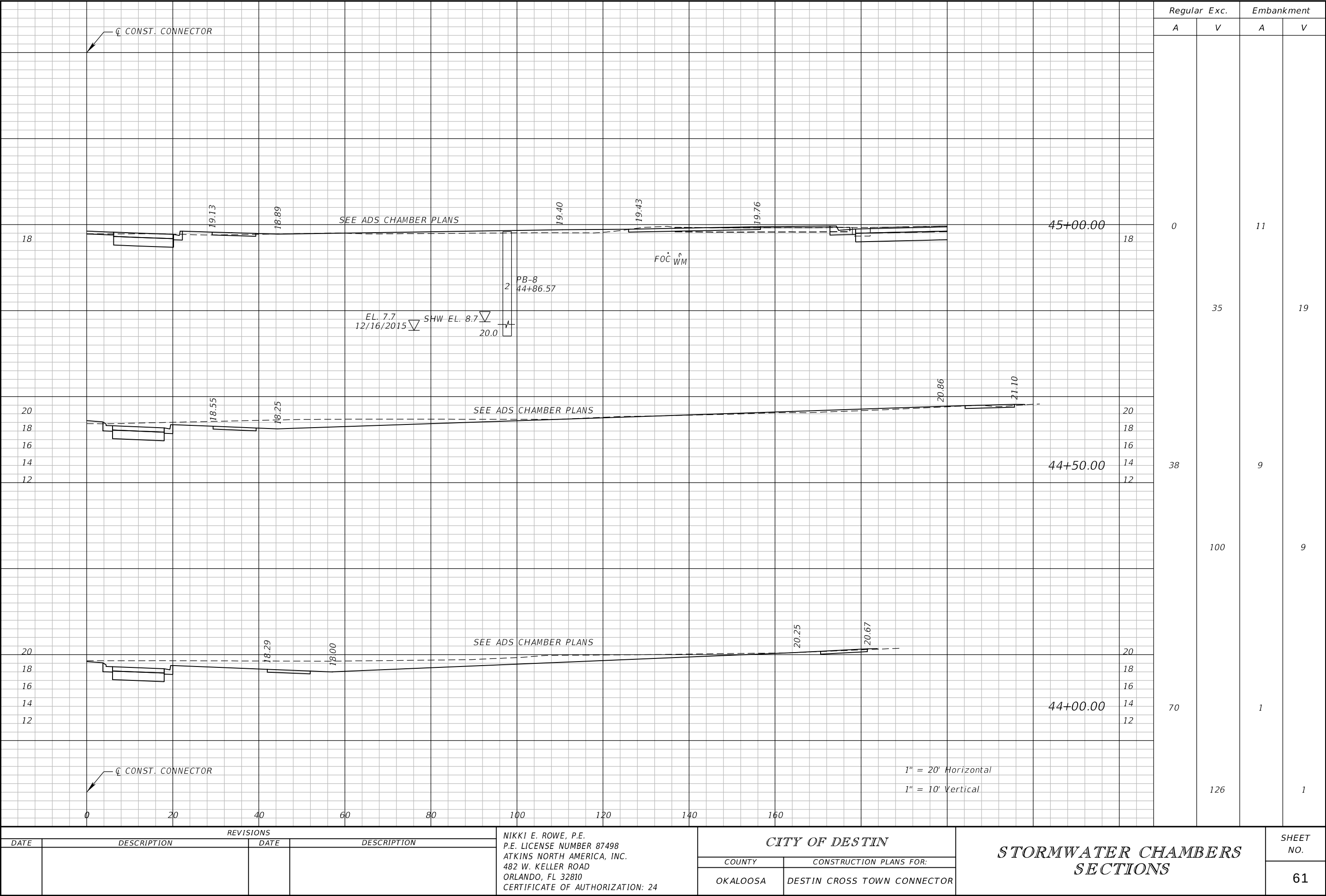
STORMWATER CHAMBERS SECTIONS		SHEET NO.
		58

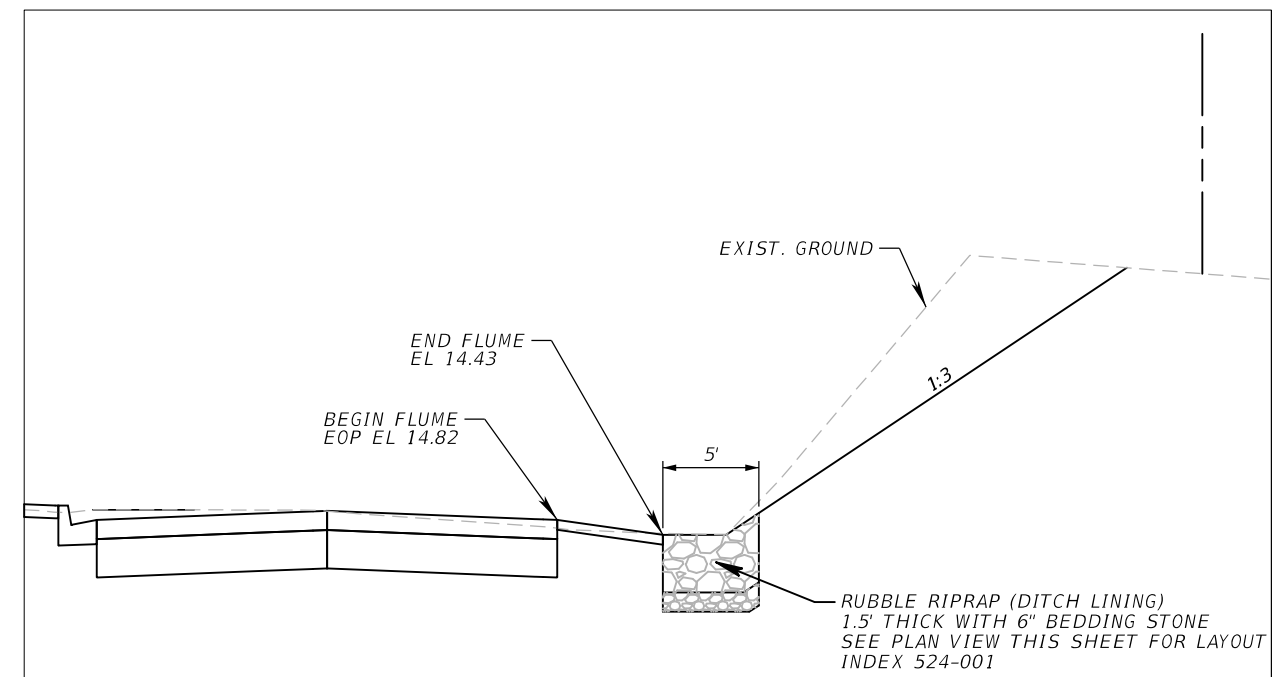
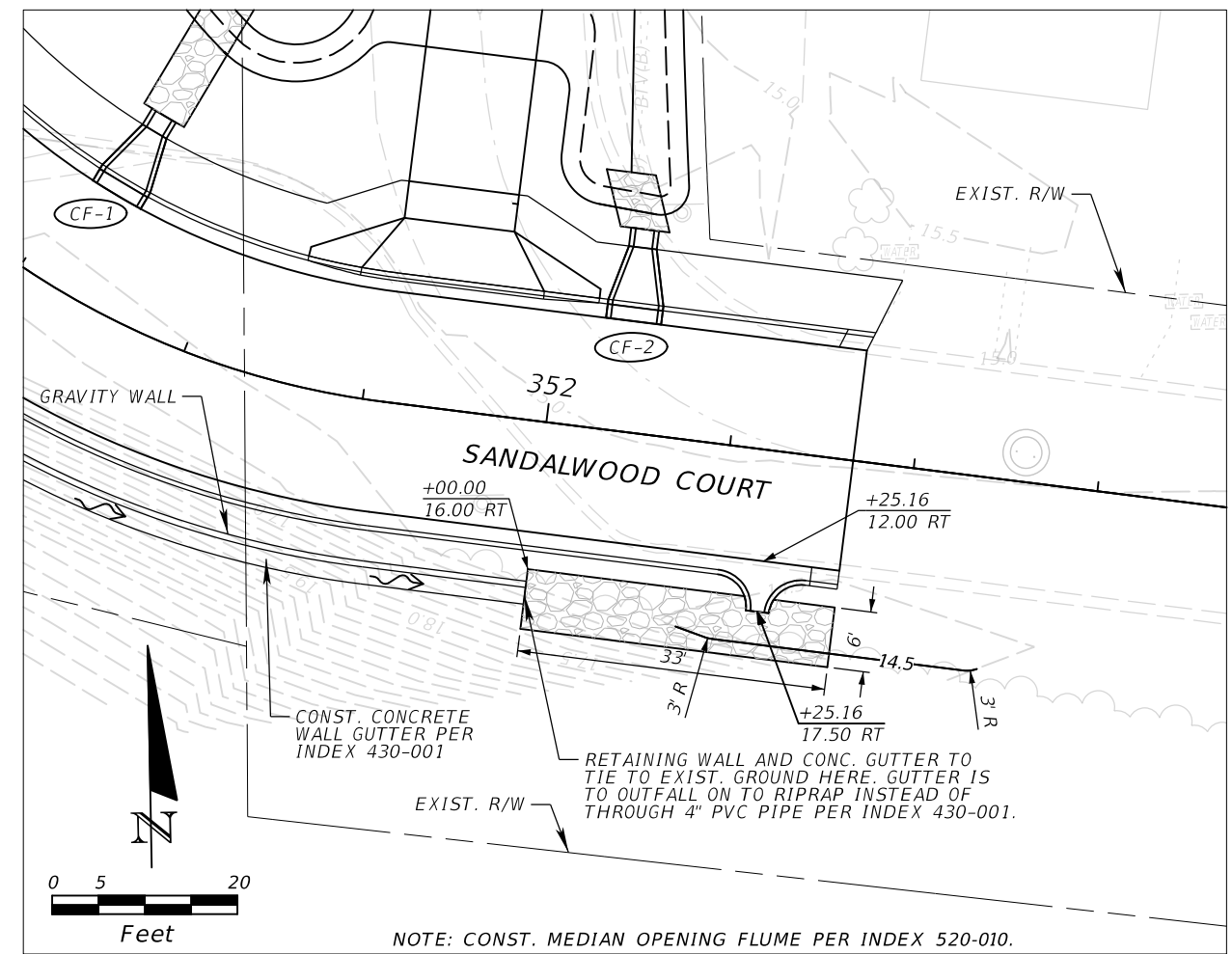
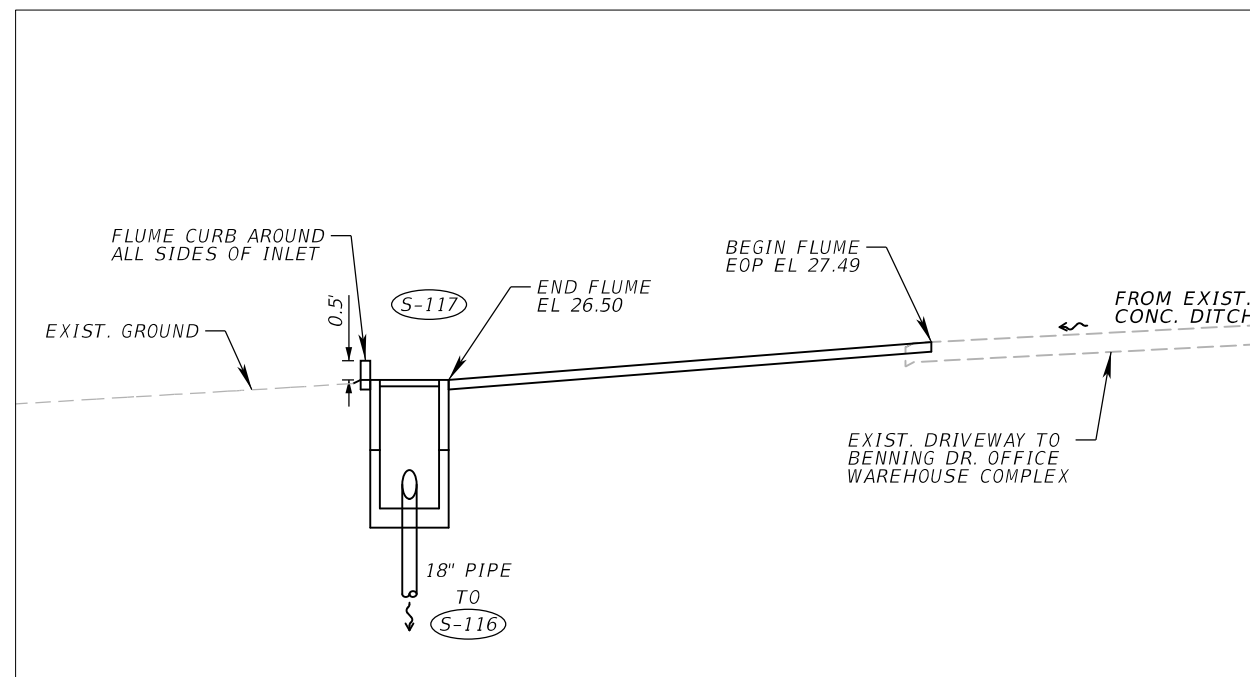
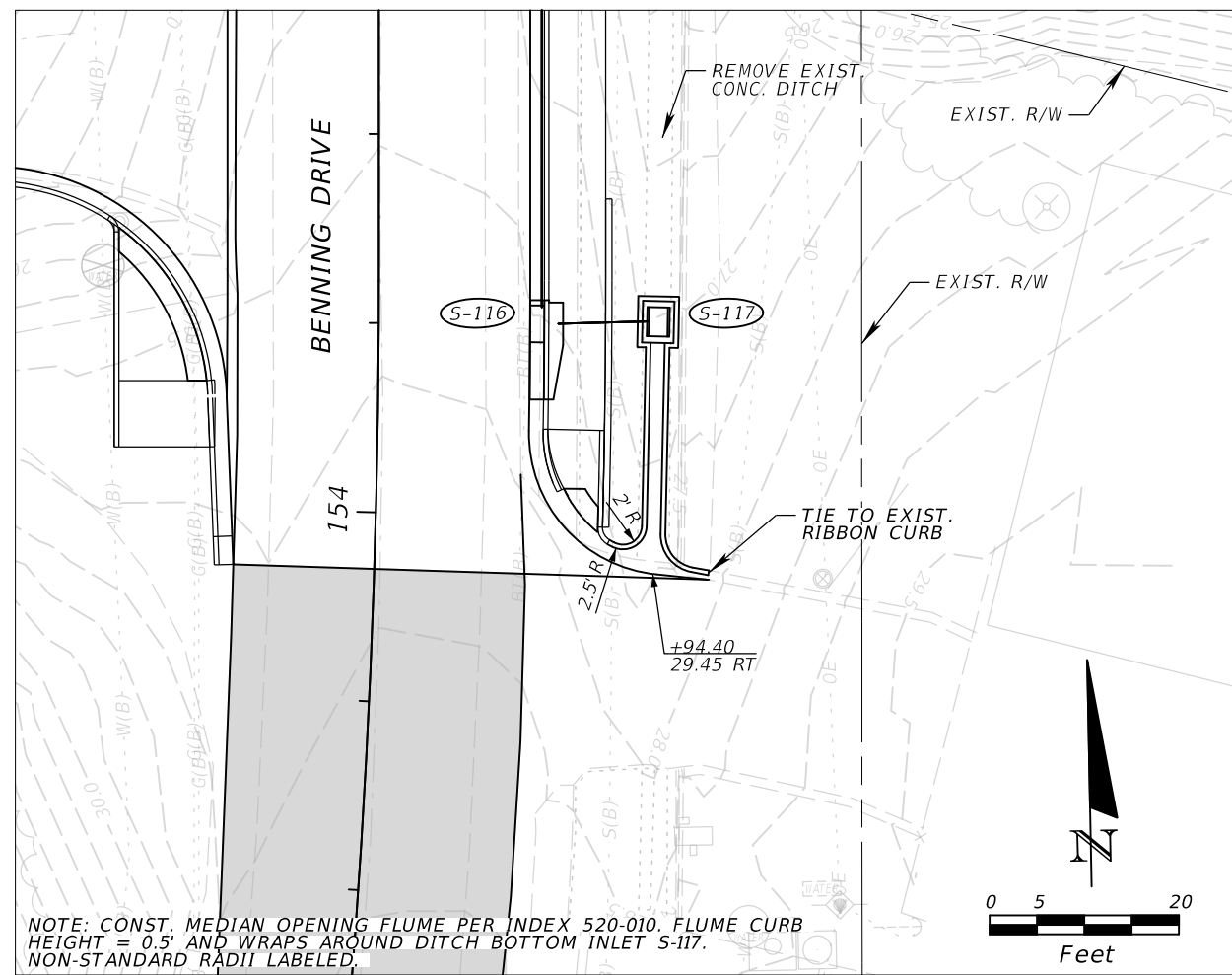
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



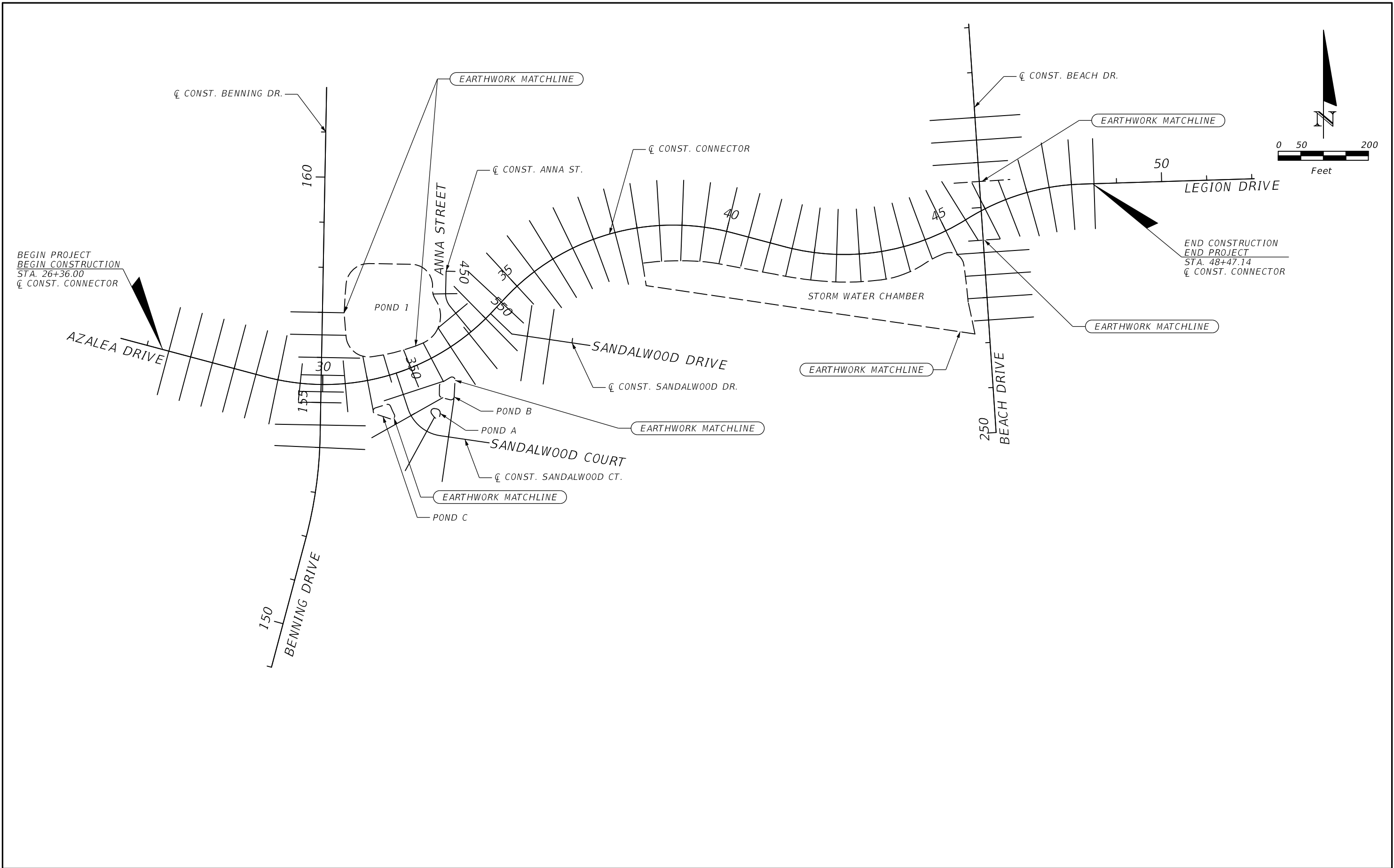
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.







REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE DETAILS - FLUMES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		62
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		CROSS SECTION PATTERN LAYOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								63

LEGEND

1.

TOPSOIL
2.

OFFWHITE, LIGHT GRAY, TAN, ORANGE SAND (SP)
- *

- WITH CONCRETE DEBRIS
- SP

UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487)
GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW
AND LABORATORY TESTING ON SELECTED SAMPLES
FOR CONFIRMATION OF VISUAL REVIEW.
- N

NUMBERS TO THE LEFT OF BORINGS INDICATE
SPT VALUE FOR 12 INCHES OF PENETRATION
(UNLESS OTHERWISE NOTED).
- HA

HAND AUGERED TO VERIFY UTILITY CLEARANCE
- 200

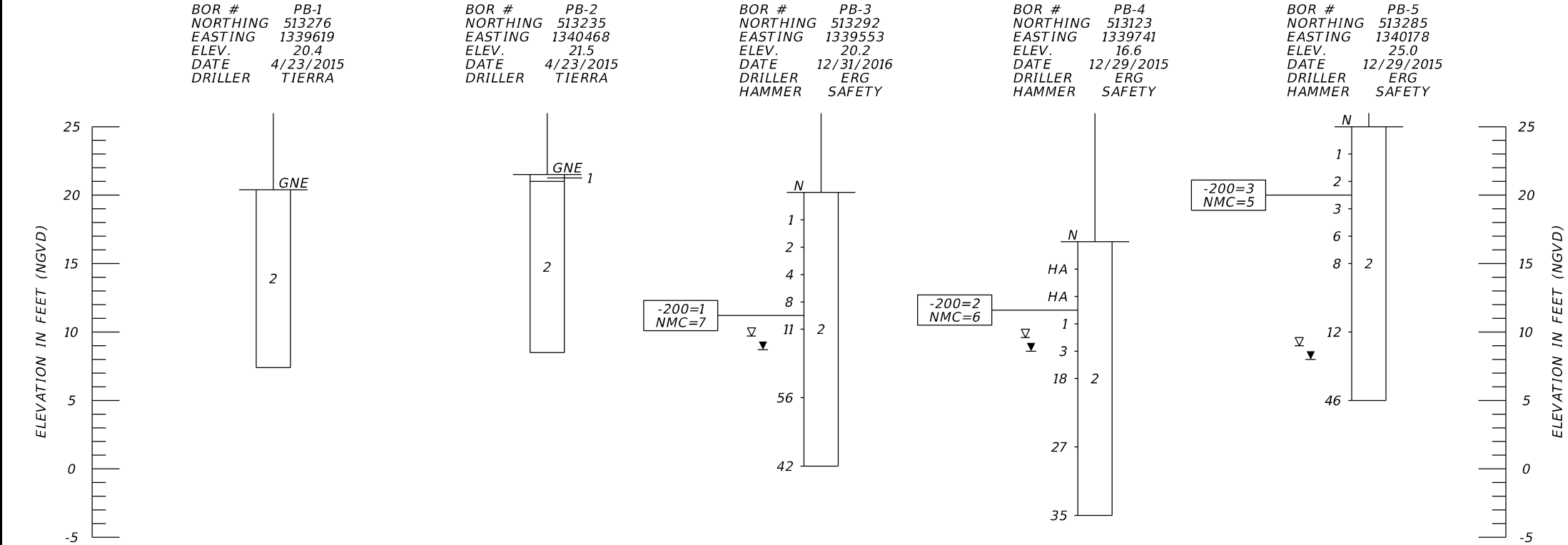
PERCENT PASSING #200 SIEVE
- NMC

NATURAL MOISTURE CONTENT (%)
- ▽

ESTIMATED SEASONAL HIGH GROUNDWATER TABLE
- ▼

GROUNDWATER LEVEL ENCOUNTERED DURING
FIELD EXPLORATIONS
- GNE

GROUNDWATER NOT ENCOUNTERED



LEGEND

1.

TOPSOIL
2.

OFFWHITE, LIGHT GRAY, TAN, ORANGE SAND (SP)
- * - WITH CONCRETE DEBRIS
- SP

UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487)
GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW
AND LABORATORY TESTING ON SELECTED SAMPLES
FOR CONFIRMATION OF VISUAL REVIEW.
- N

NUMBERS TO THE LEFT OF BORINGS INDICATE
SPT VALUE FOR 12 INCHES OF PENETRATION
(UNLESS OTHERWISE NOTED).
- HA

HAND AUGERED TO VERIFY UTILITY CLEARANCE
- 200
NMC

PERCENT PASSING #200 SIEVE
NATURAL MOISTURE CONTENT (%)
- ▽

ESTIMATED SEASONAL HIGH GROUNDWATER TABLE
- ▼

GROUNDWATER LEVEL ENCOUNTERED DURING
FIELD EXPLORATIONS
- GNE

GROUNDWATER NOT ENCOUNTERED

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS- RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE LOOSE MEDIUM DENSE DENSE VERY DENSE	LESS THAN 4 4 to 10 10 to 30 30 to 50 GREATER THAN 50	LESS THAN 3 3 to 8 8 to 24 24 to 40 GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT SOFT FIRM STIFF VERY STIFF HARD	LESS THAN 2 2 to 4 4 to 8 8 to 15 15 to 30 GREATER THAN 30	LESS THAN 1 1 to 3 3 to 6 6 to 12 12 to 24 GREATER THAN 24

LEGEND

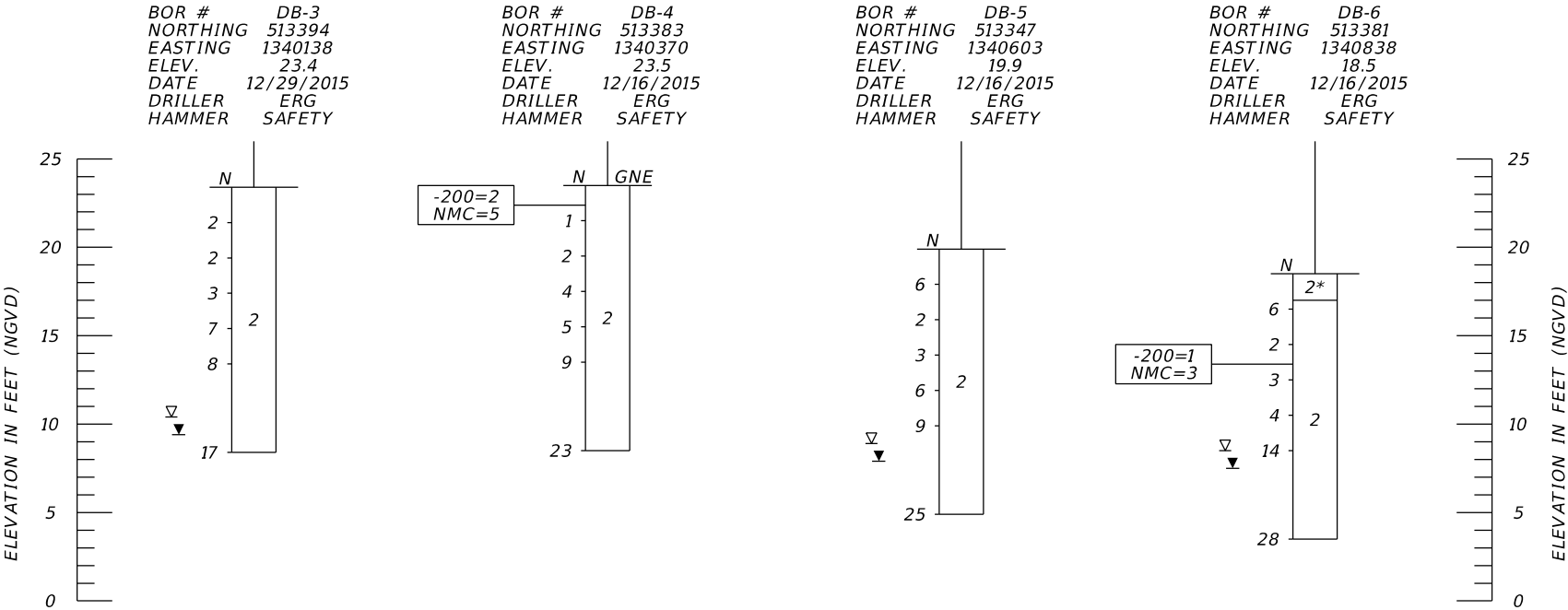
1.

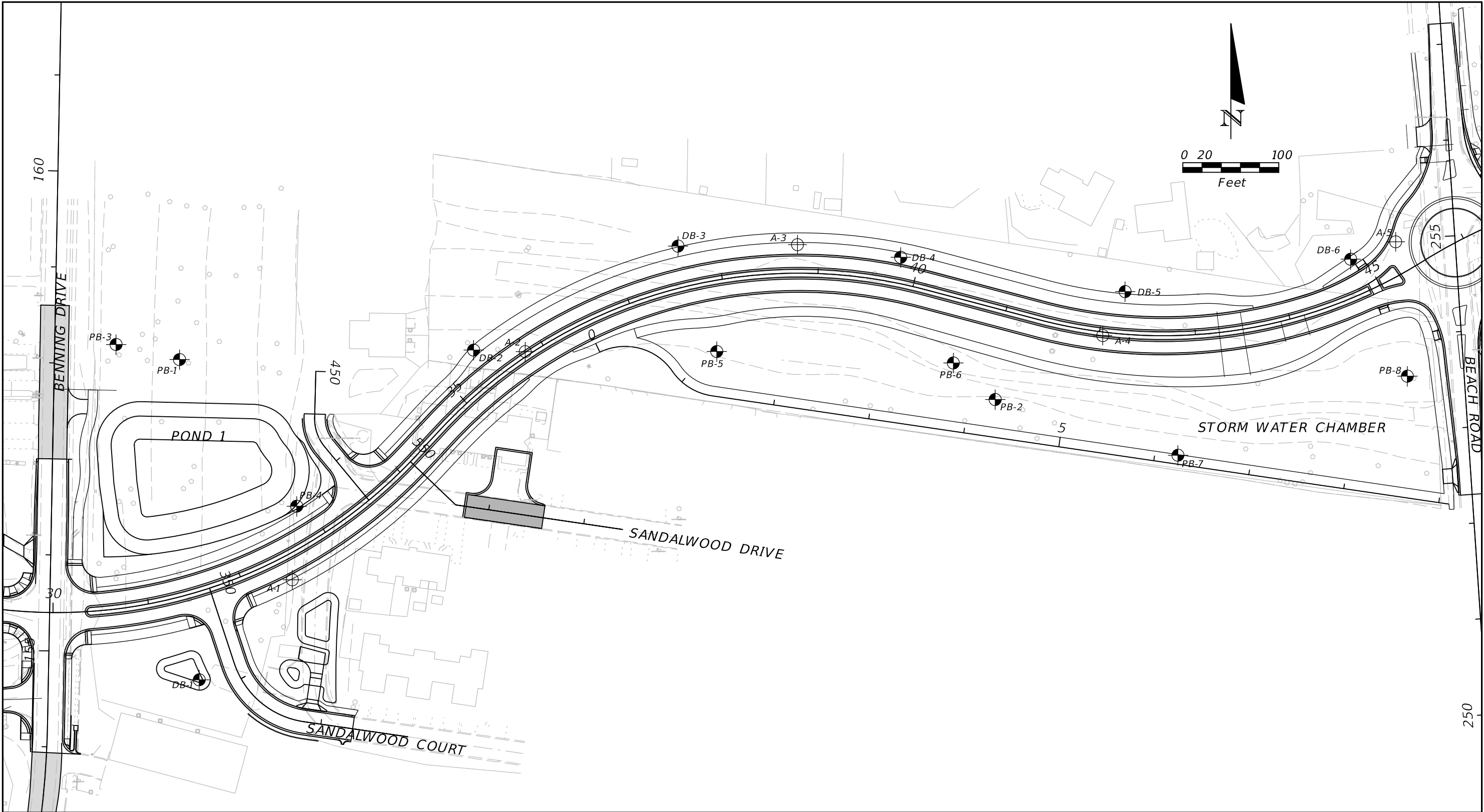
LIGHT GRAY, TAN, ORANGE SAND (SP)
- SP

UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487)
GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW
AND LABORATORY TESTING ON SELECTED SAMPLES
FOR CONFIRMATION OF VISUAL REVIEW.
- 200
NMC

PERCENT PASSING #200 SIEVE
NATURAL MOISTURE CONTENT (%)
- GNE

GROUNDWATER NOT ENCOUNTERED



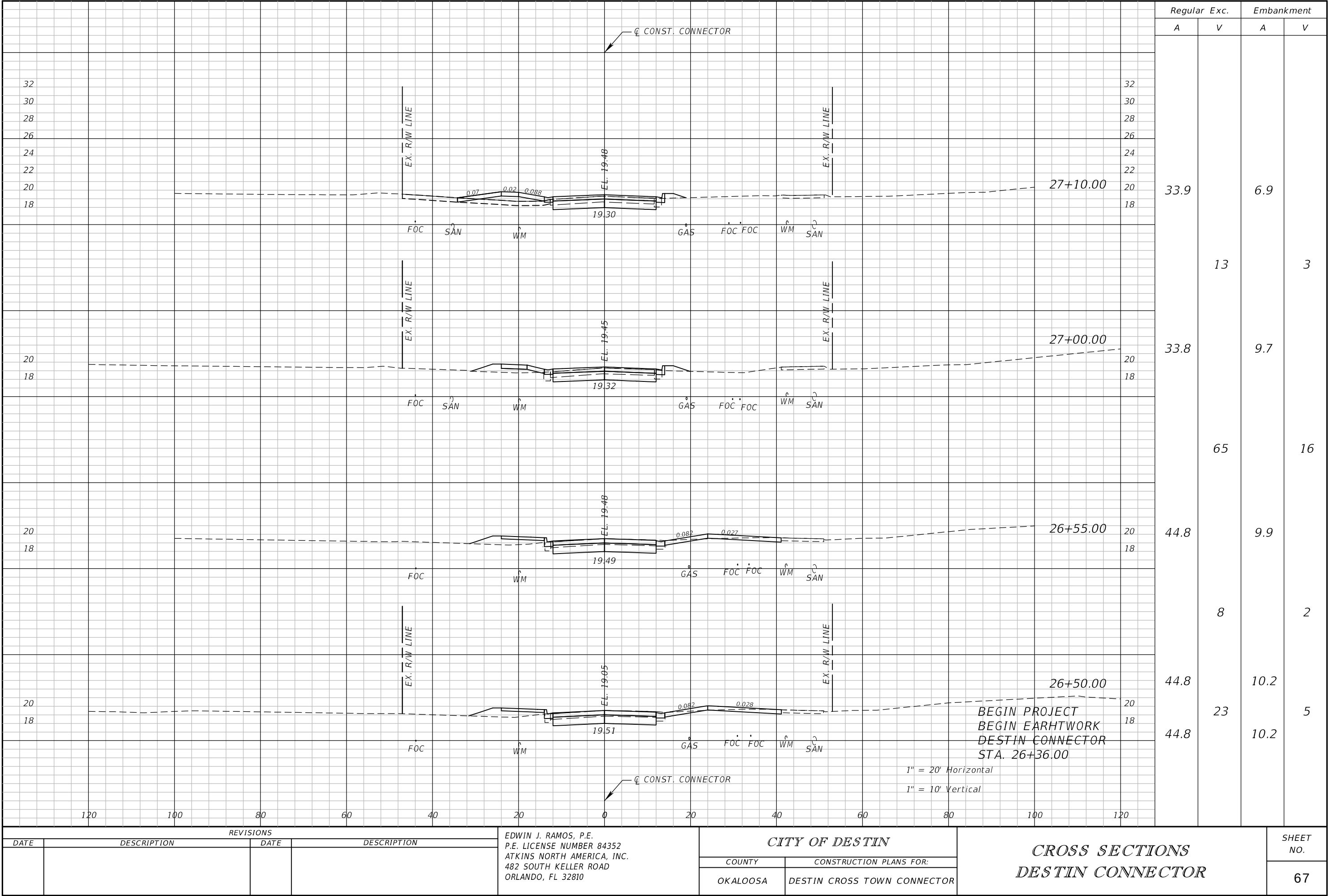


LEGEND



APPROXIMATE AUGER BORING LOCATION

REVISIONS				MITCHELL L. SMITH, P.E. P.E. LICENSE NUMBER 43416 TIERRA, INC. 1300 WEST MAIN STREET PENSACOLA, FLORIDA 32502	CITY OF DESTIN		BORING LOCATION PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		66



Regular Exc. Embankment

A V A V

33.9 6.9

13 3

33.8 9.7

65 16

44.8 9.9

8 2

44.8 10.2

23 5

44.8 10.2

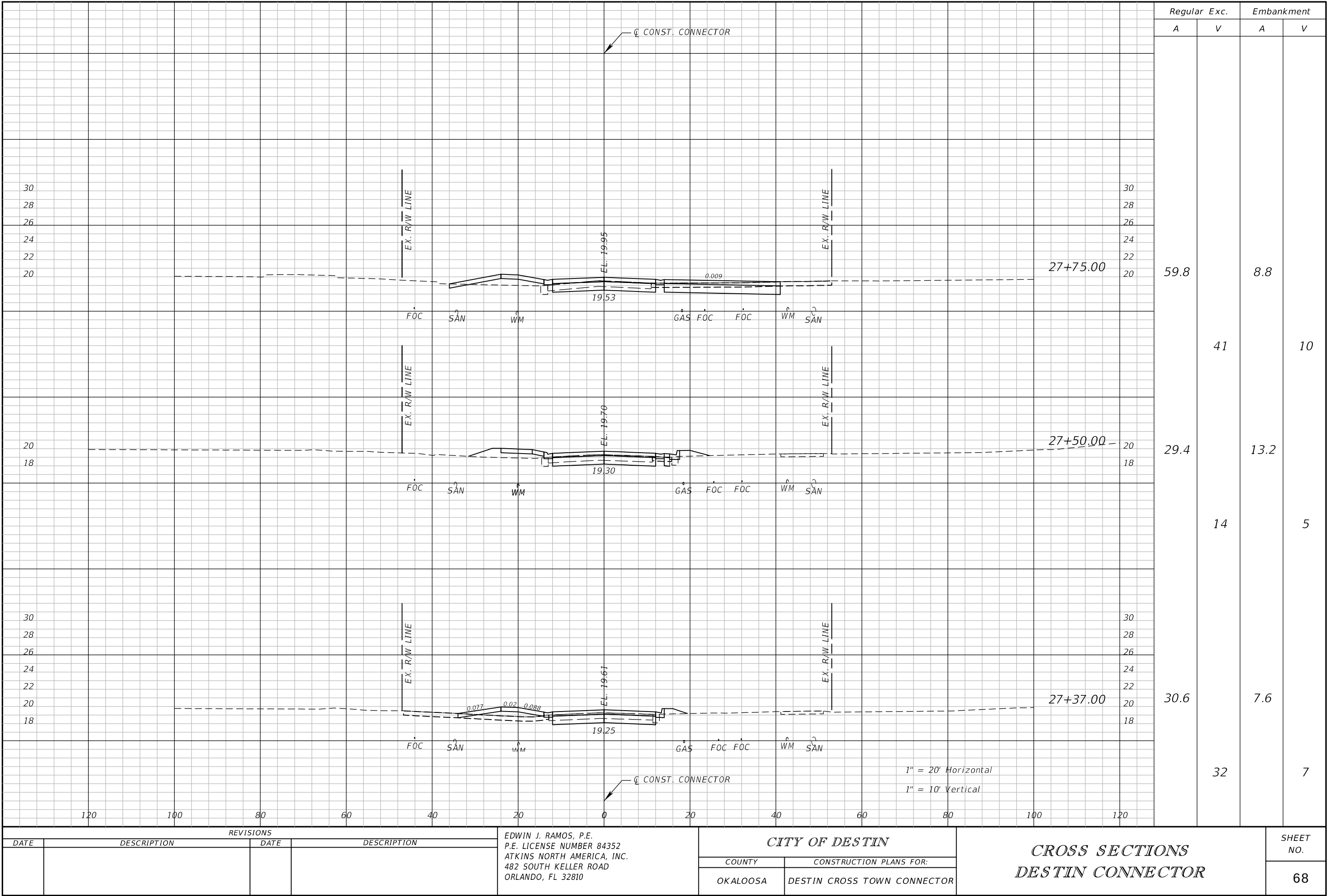
BEGIN PROJECT
BEGIN EARHTWORK
DESTIN CONNECTOR
STA. 26+36.00

1" = 20' Horizontal

1" = 10' Vertical

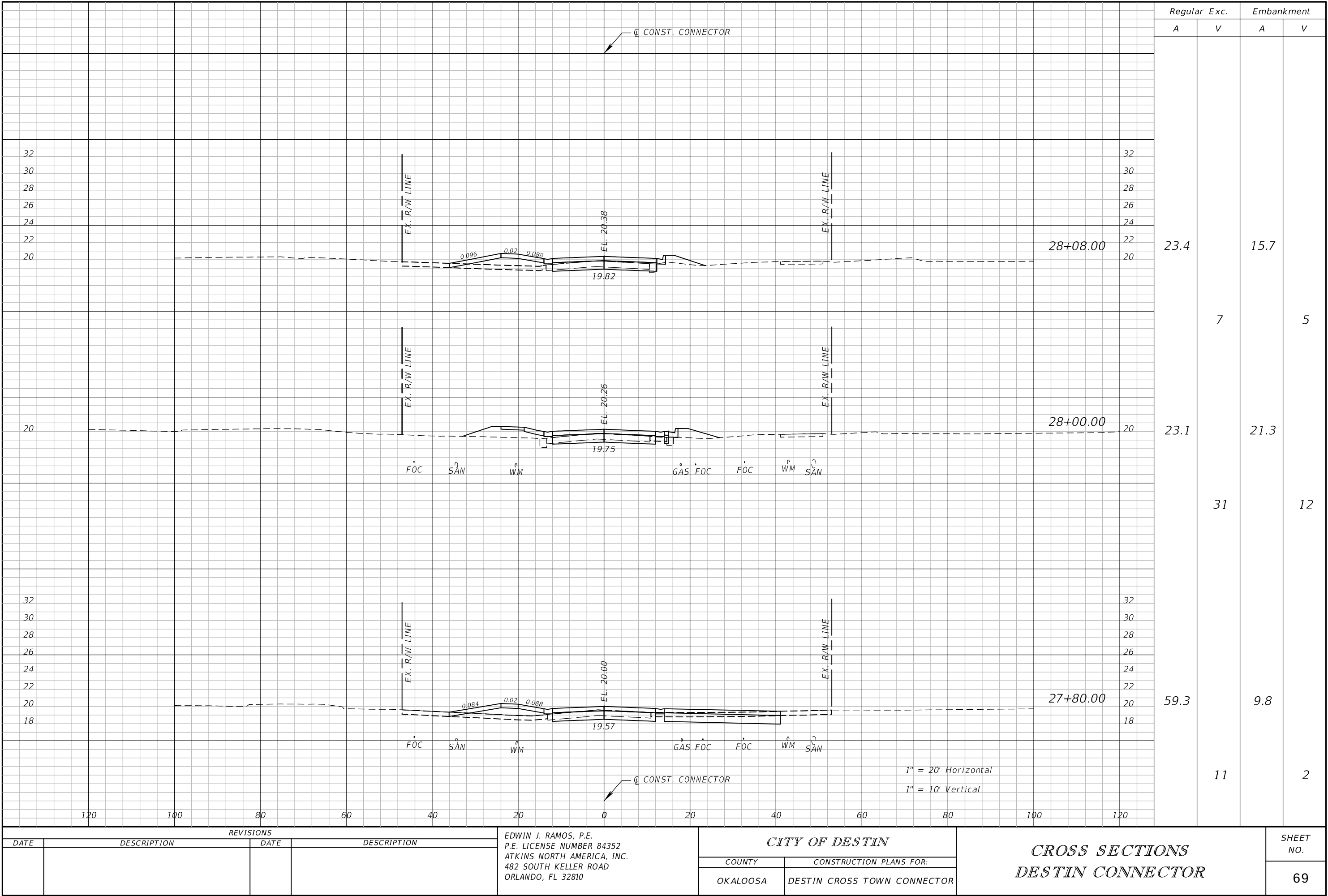
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		CROSS SECTIONS DESTIN CONNECTOR		SHEET NO. 67
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:			
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR			

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REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		CROSS SECTIONS DESTIN CONNECTOR		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:			
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR			68

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



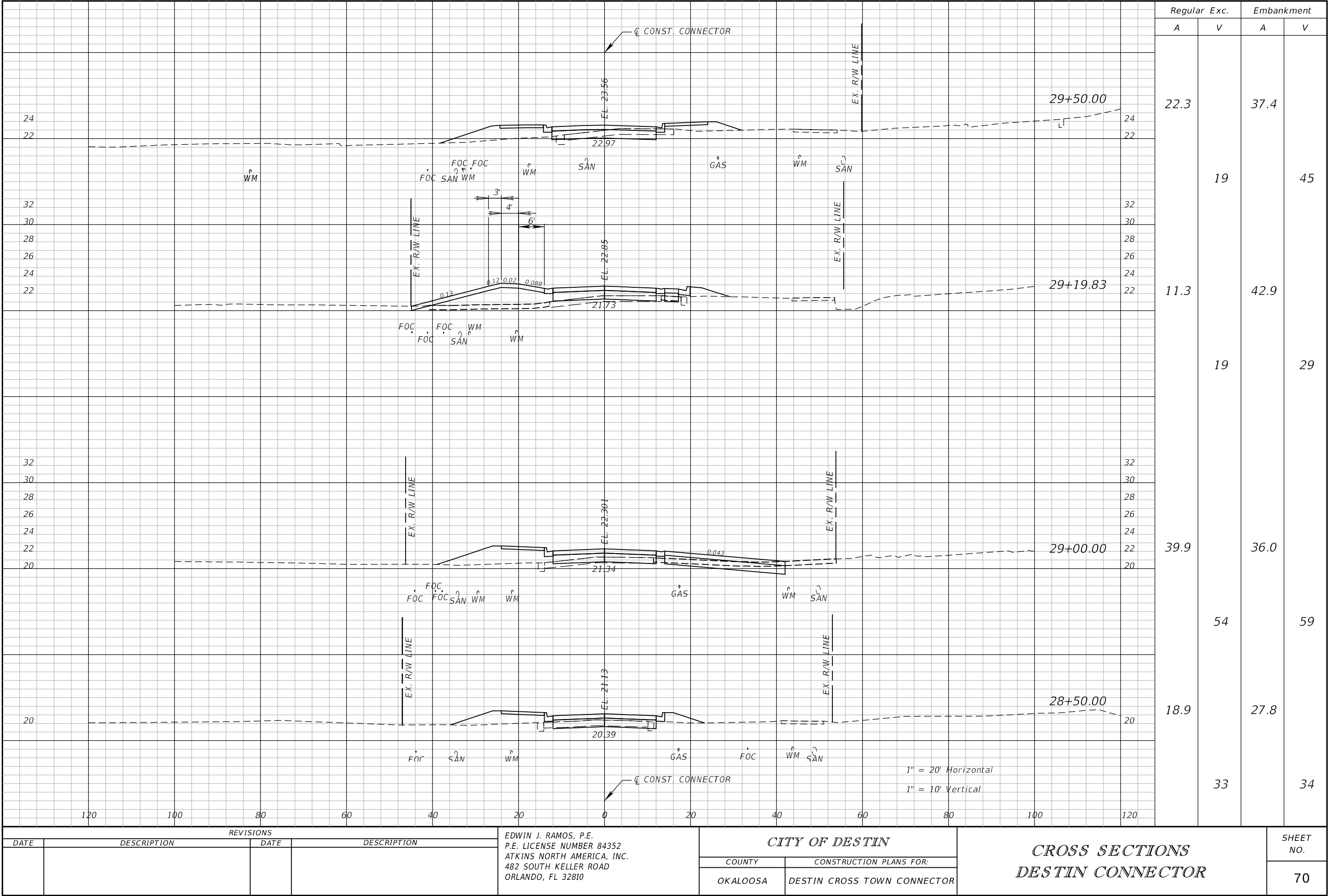
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

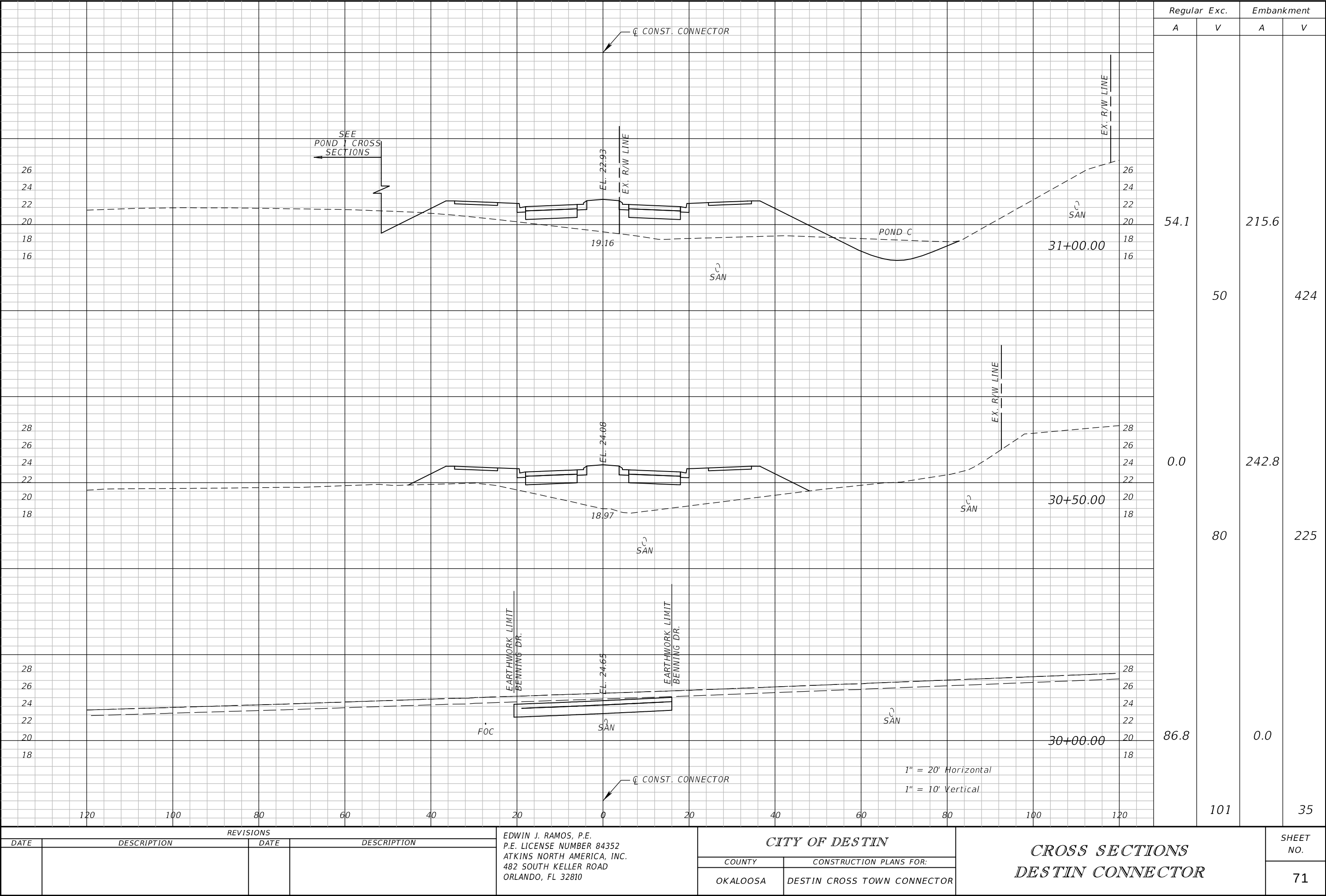
EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR		SHEET NO.
		69

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.





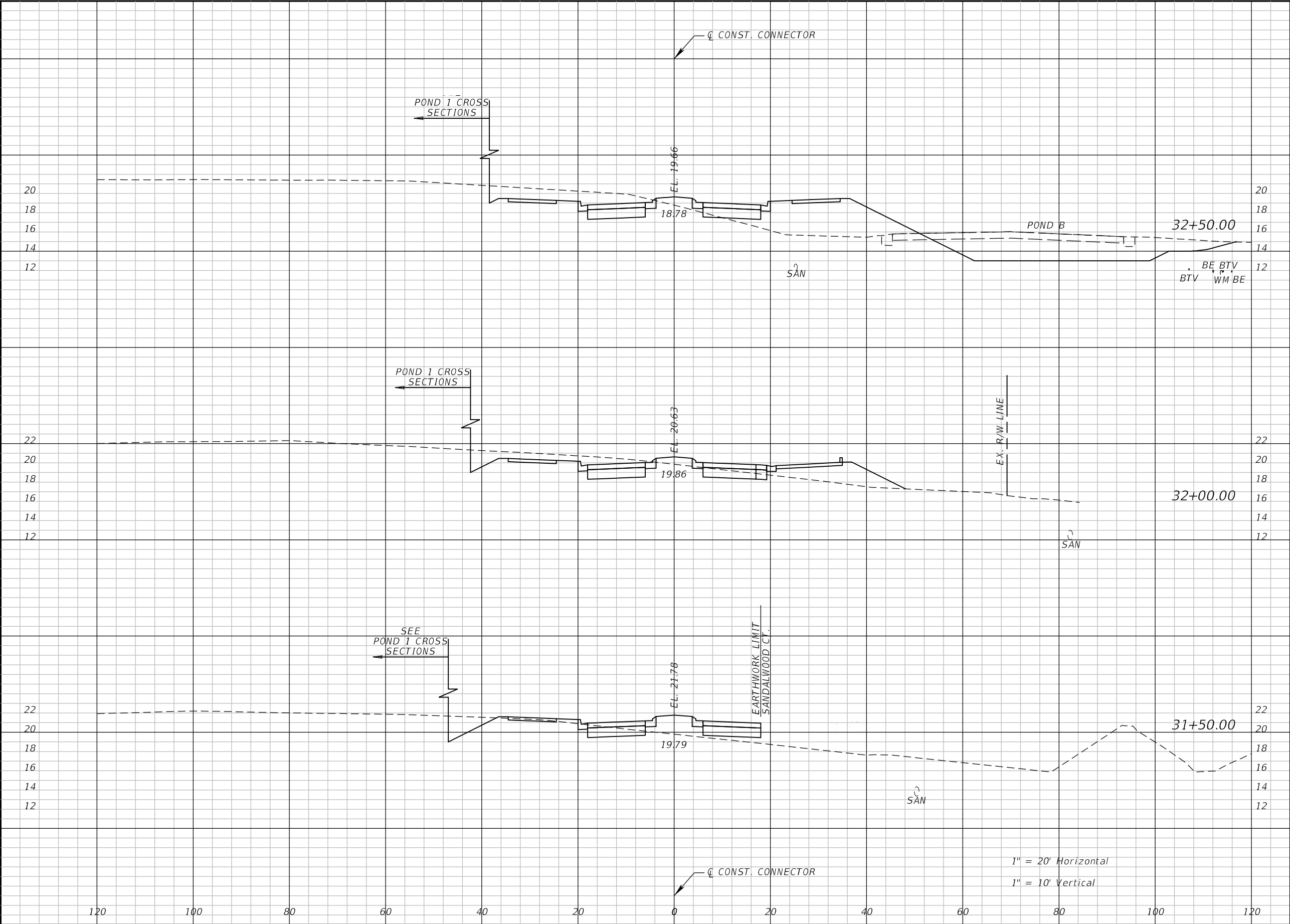
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR		SHEET NO.
		71

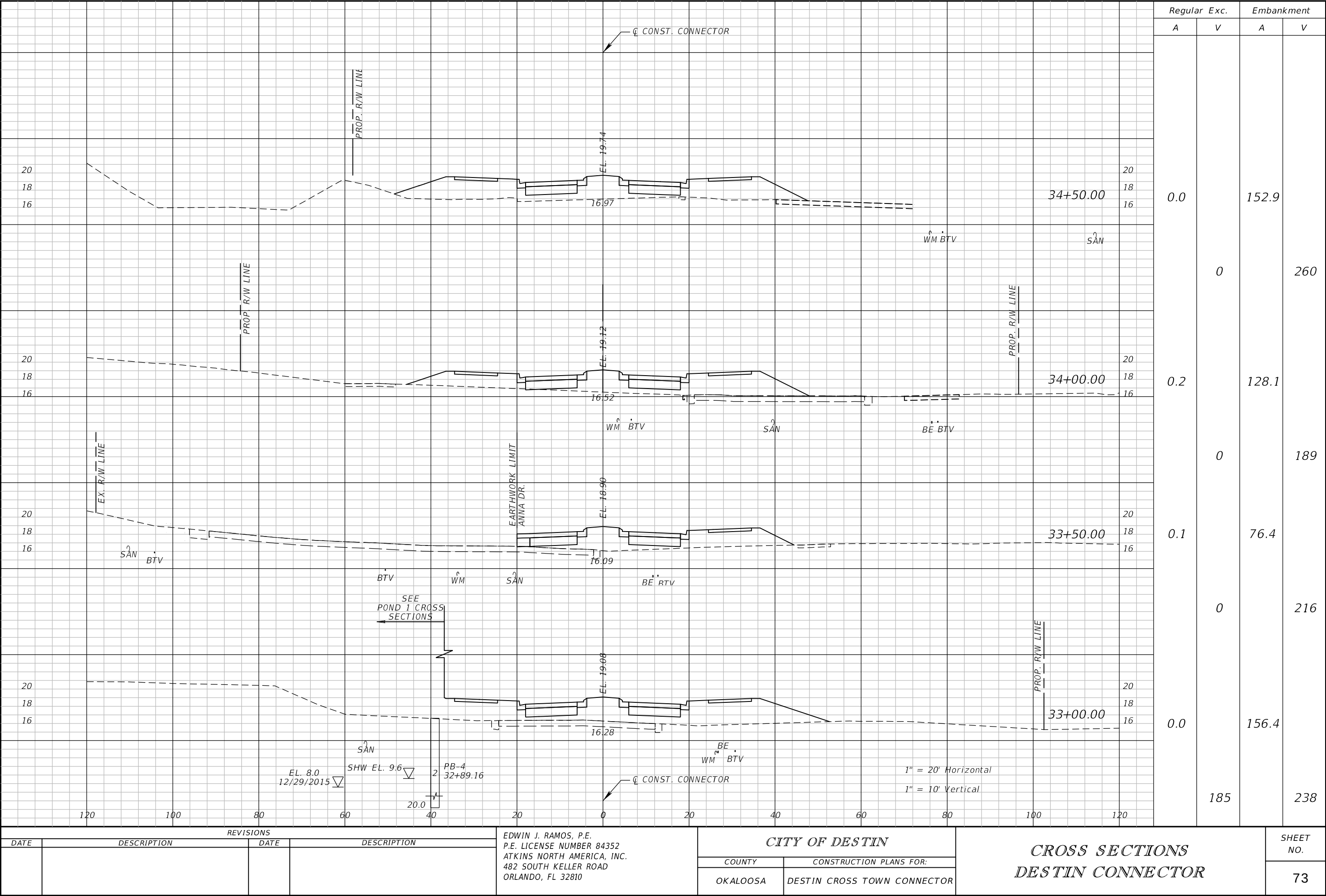
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular		Exc.	Embankment	
A	V	A	A	V
199.9	243	100.4	132	
62.3	82	42.2	62	
26.5	75	24.6	222	

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		CROSS SECTIONS DESTIN CONNECTOR		SHEET NO. 72
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:			
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



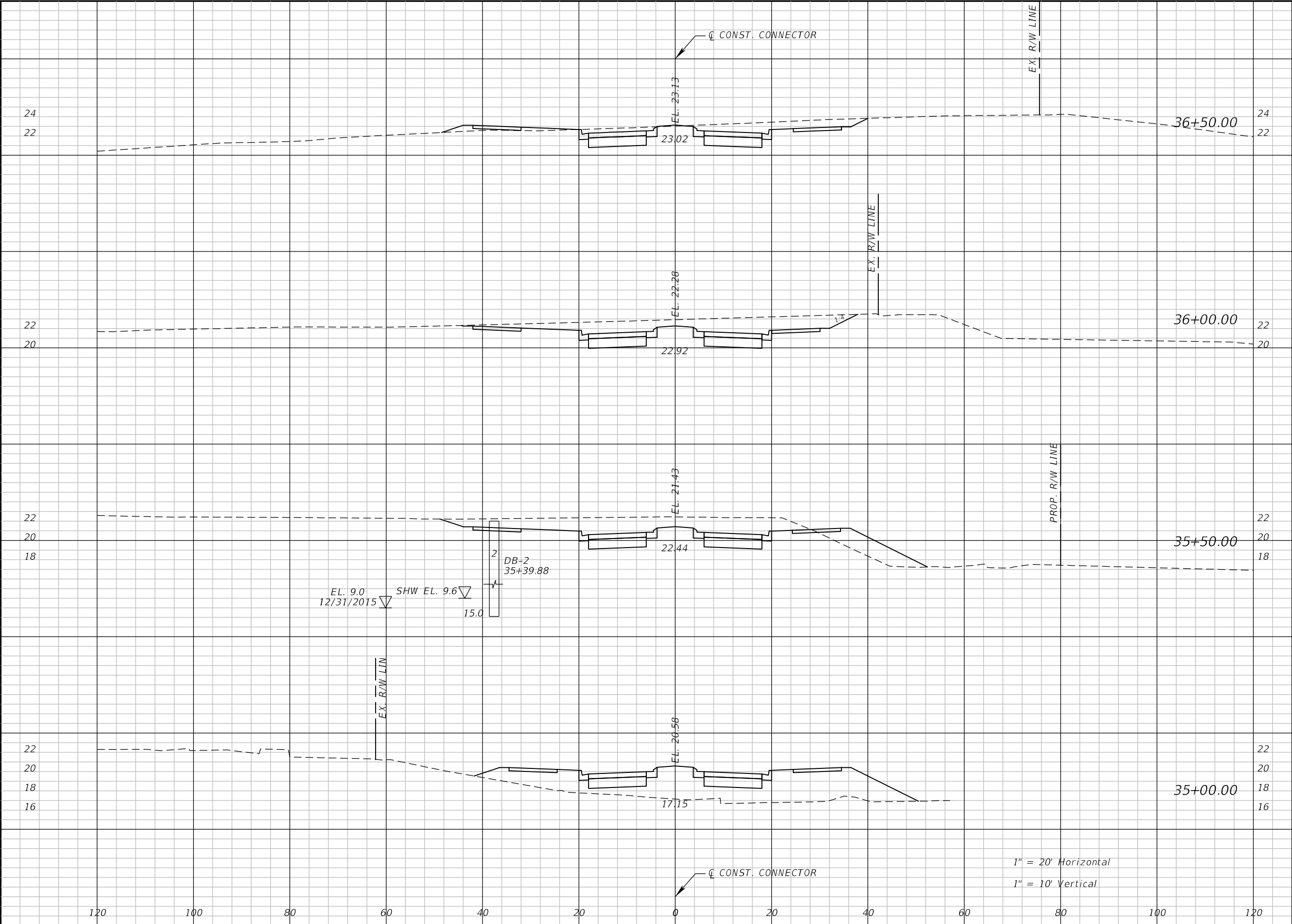
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR	
SHEET NO.	
73	

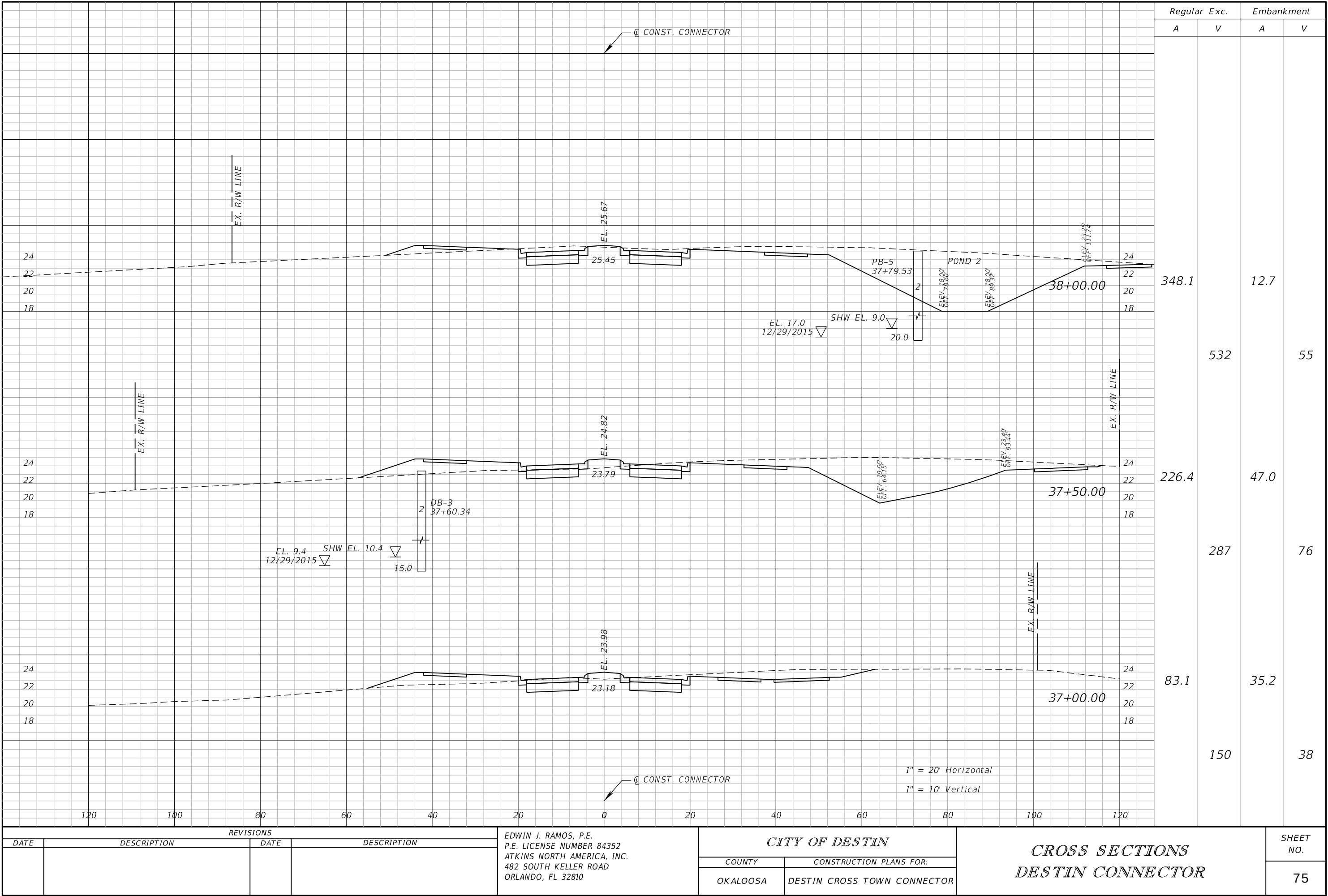
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular		Exc.	Embankment	
A		V	A	V
79.4		192	6.3	6
128.3		251	0.0	28
143.1		133	30.2	192
0.0		0	177.3	306

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		CROSS SECTIONS DESTIN CONNECTOR		SHEET NO. 74
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:			
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



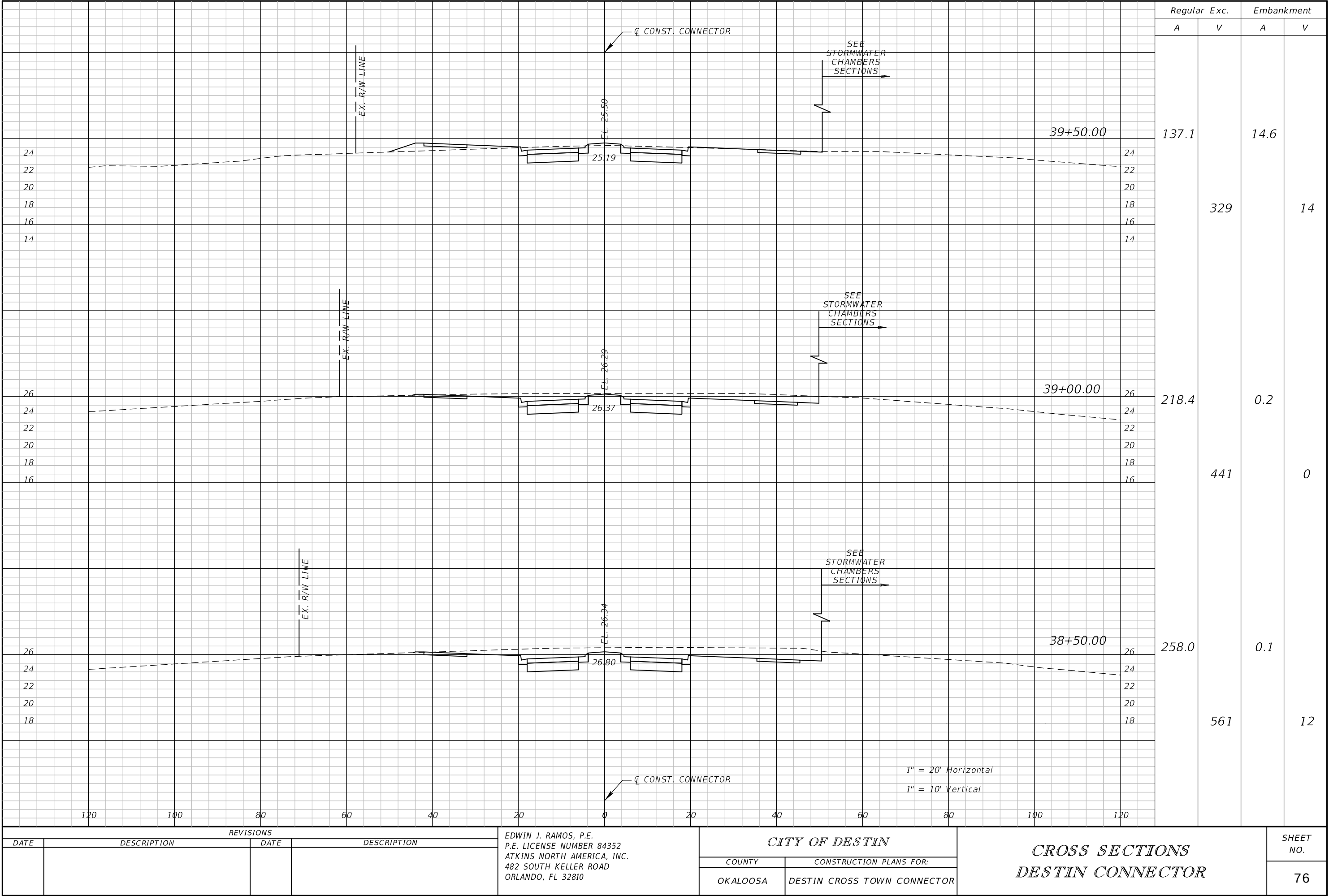
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR	
SHEET NO.	75

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



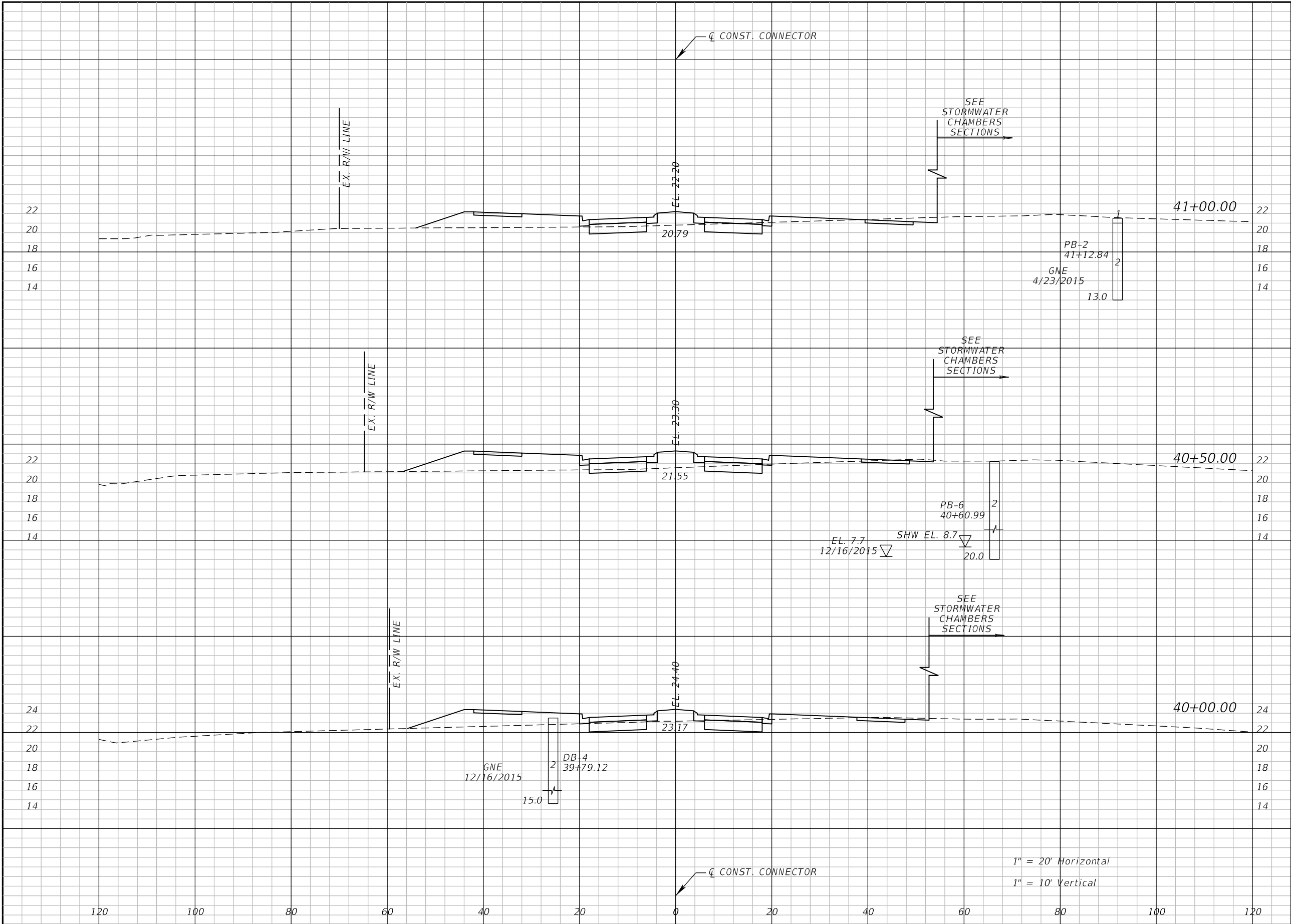
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR		SHEET NO.
		76

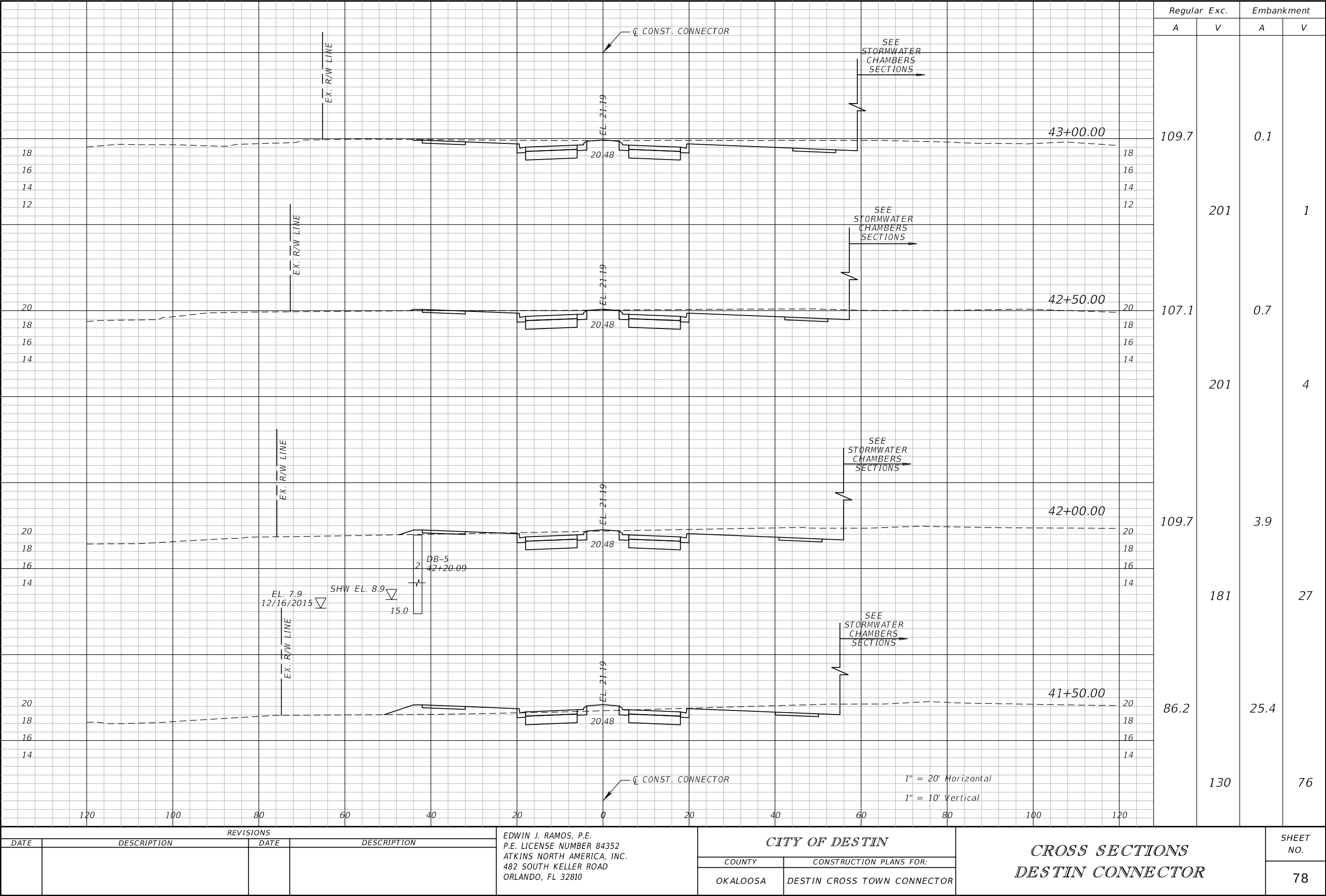
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular		Exc.	Embankment	
A		V	A	V
54.5		98	56.2	126
51.8		129	79.7	126
87.1		208	55.9	65

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		CROSS SECTIONS DESTIN CONNECTOR		SHEET NO. 77
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:			
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



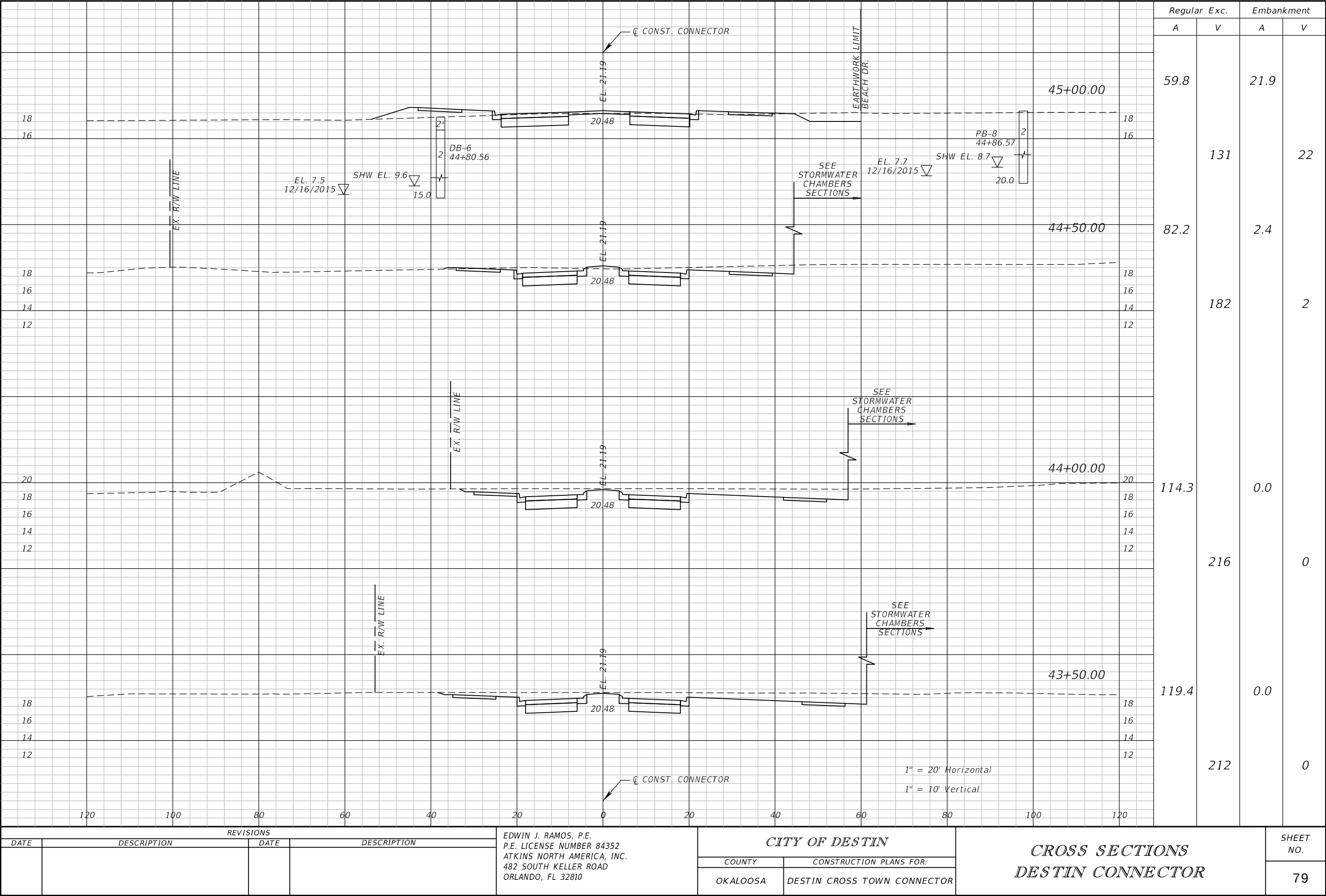
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR		SHEET NO.
		78

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



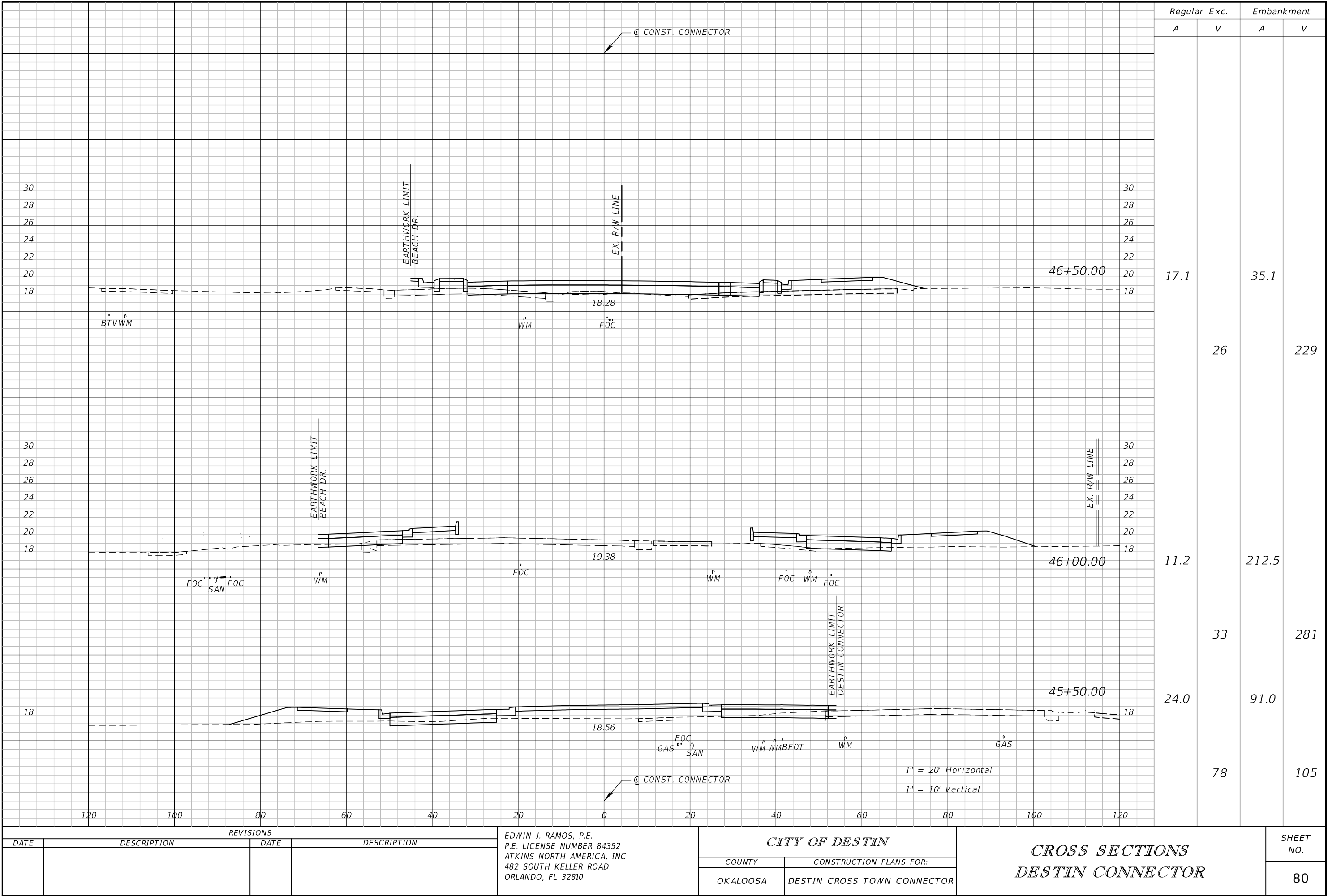
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR	
SHEET NO. 79	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



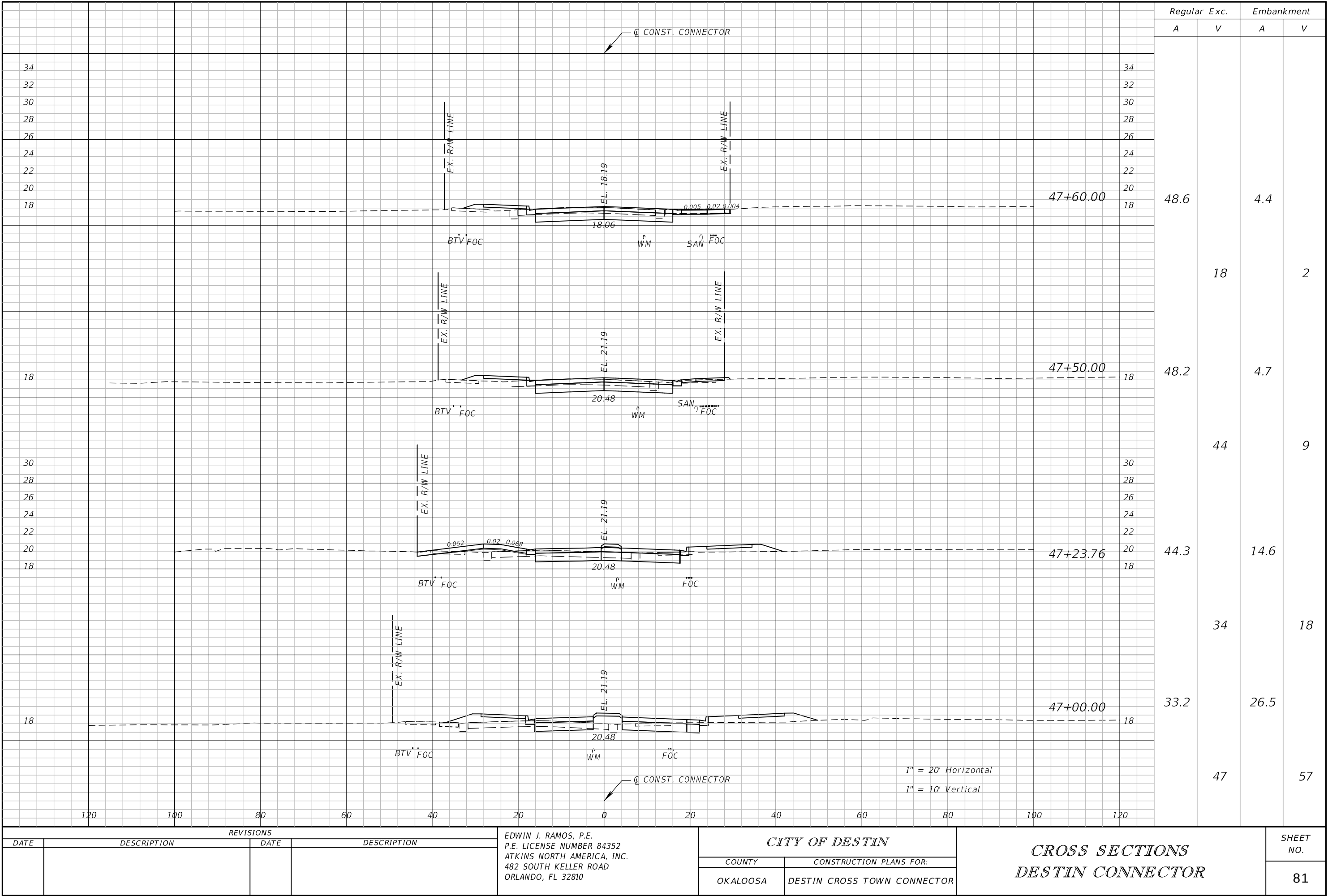
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR	
SHEET NO. 80	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



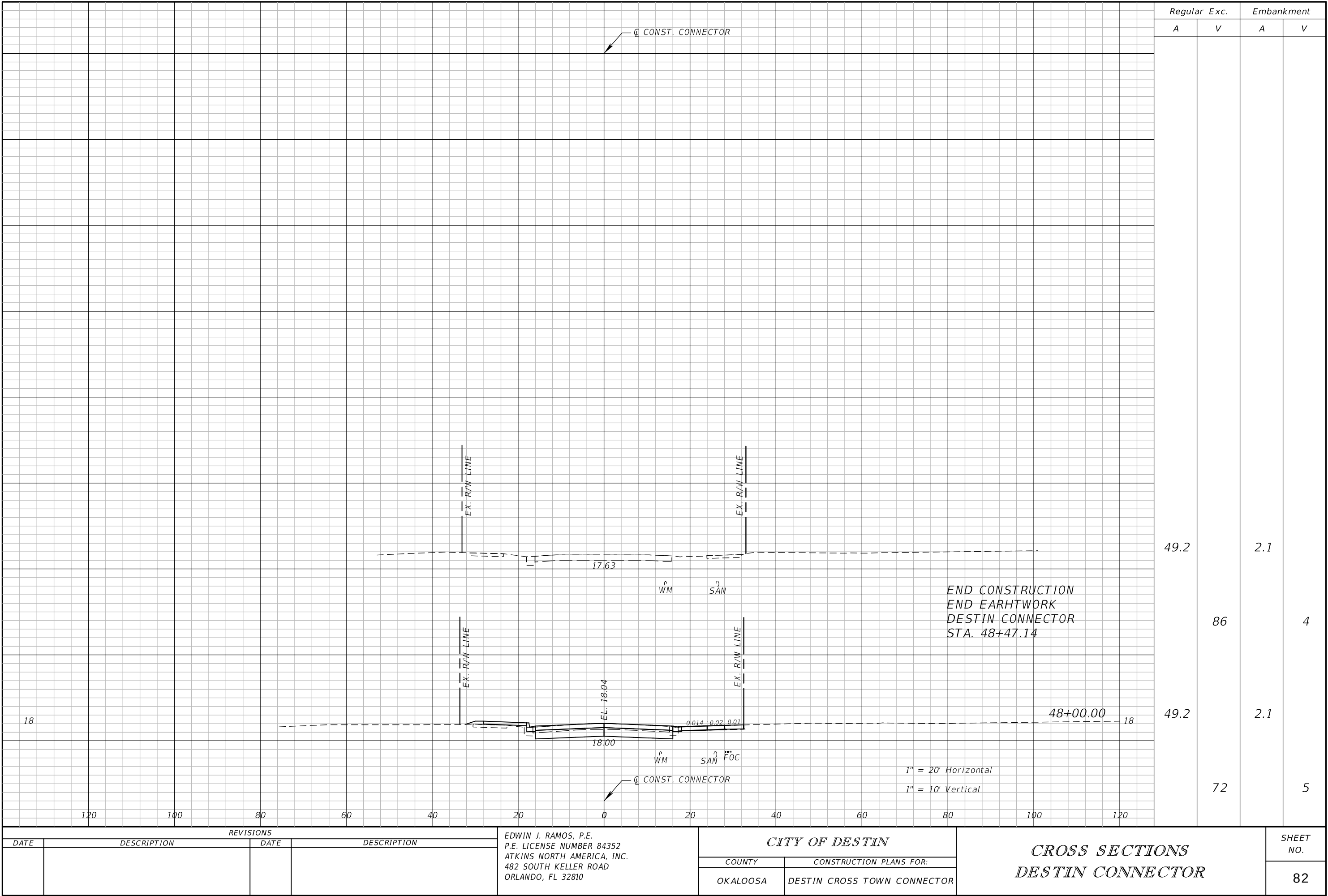
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR	
SHEET NO. 81	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



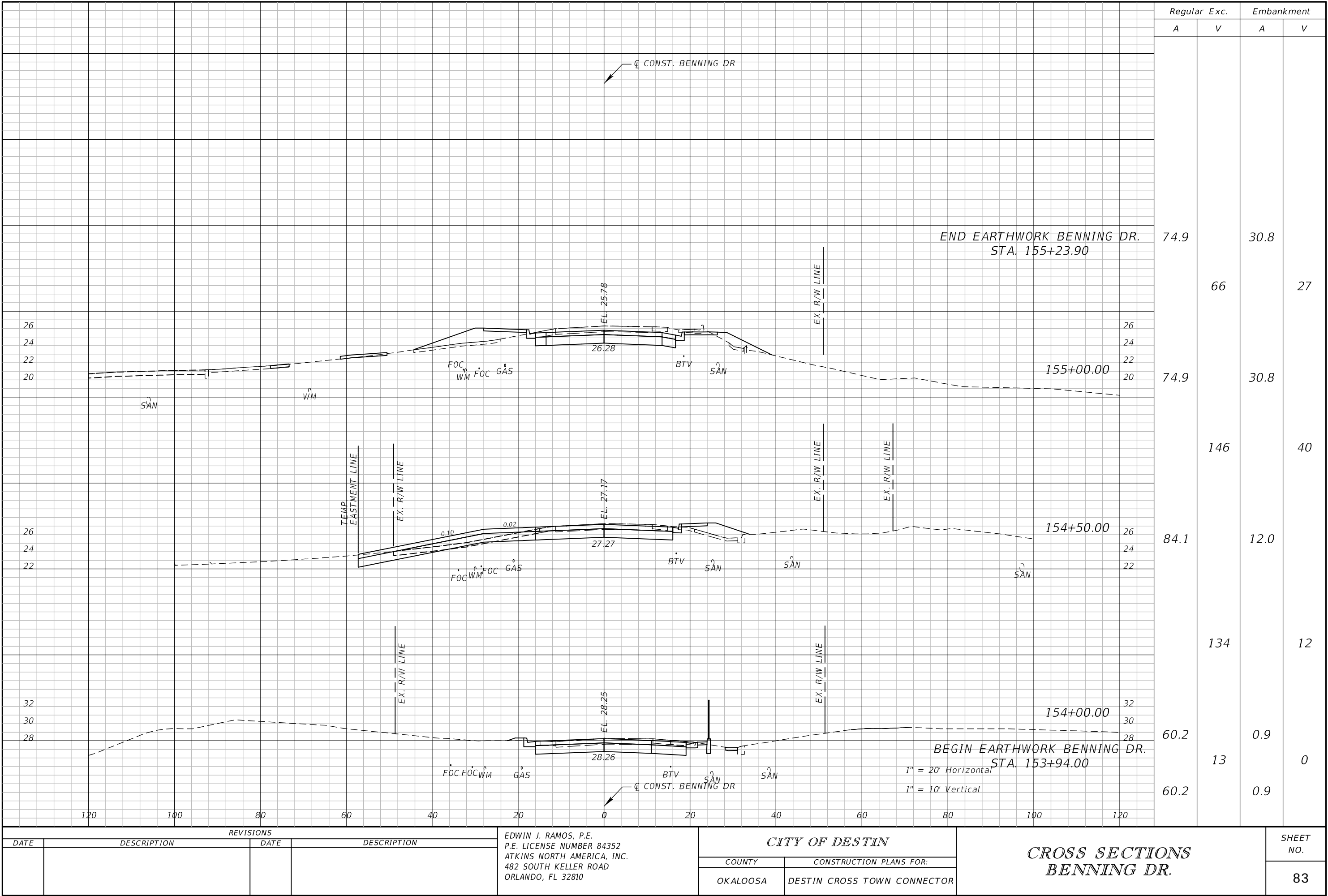
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR	

SHEET NO.
82



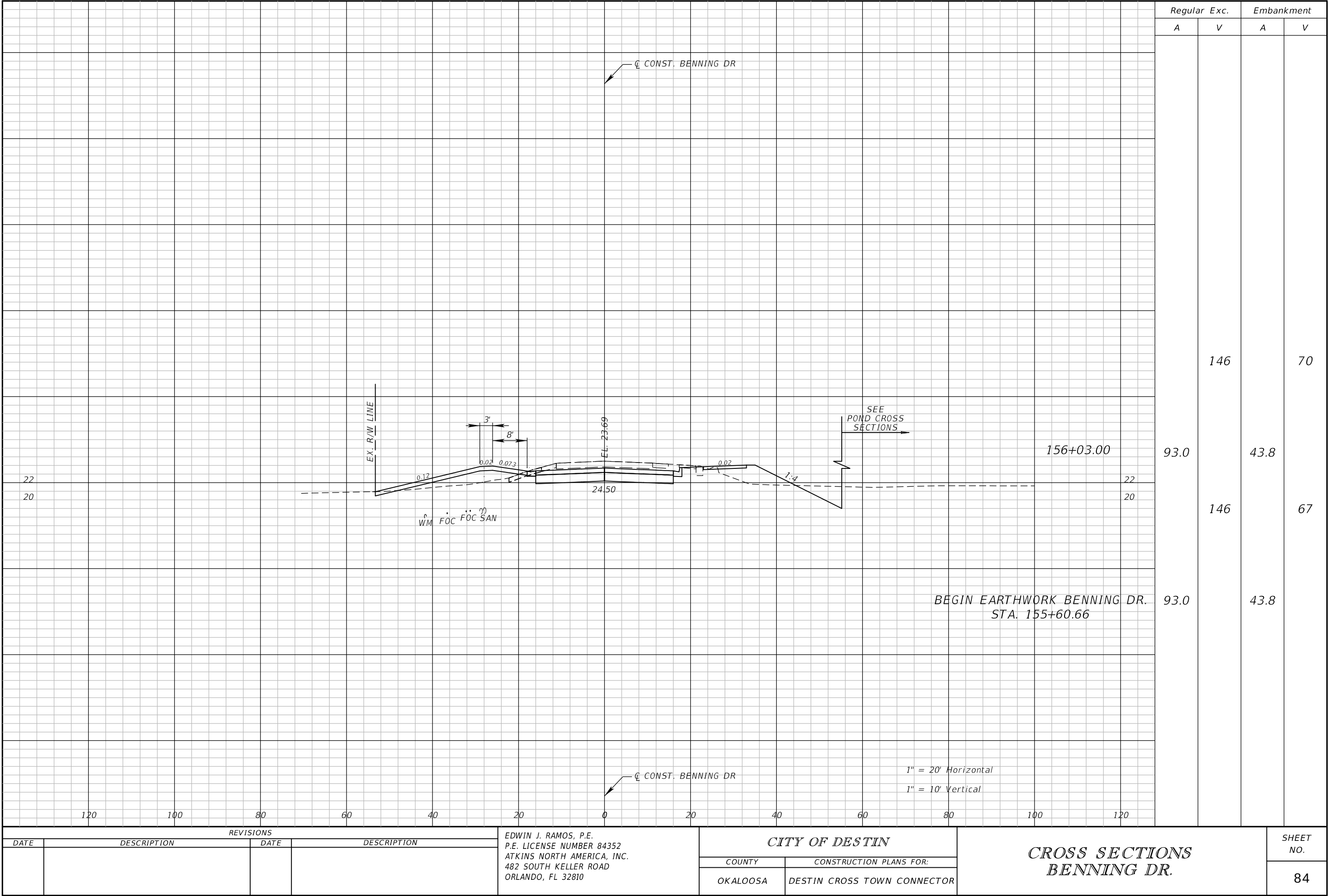
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BENNING DR.	
SHEET NO. 83	

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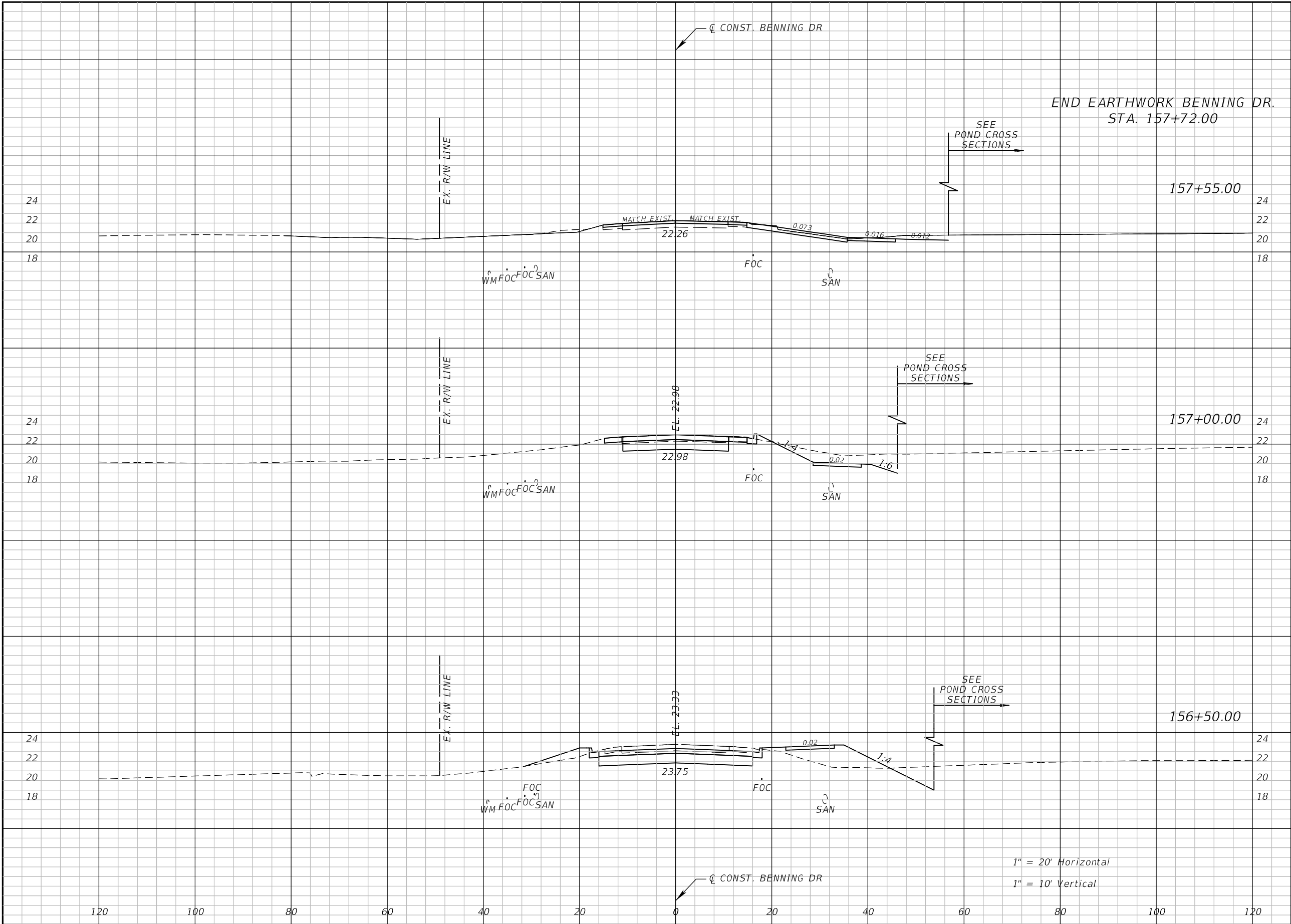
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CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BENNING DR.	

SHEET NO.
84

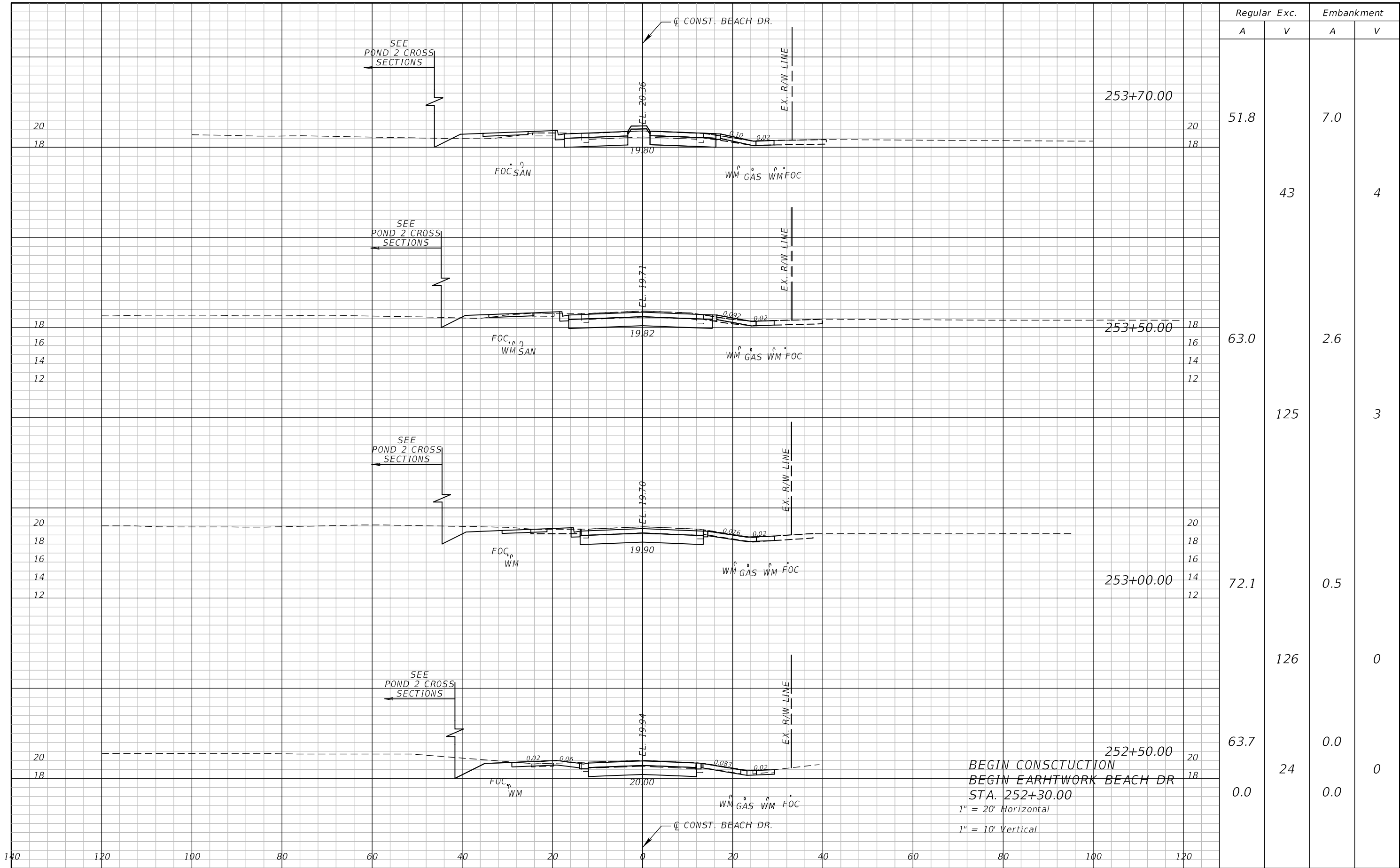
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Regular		Exc.	Embankment	
A	V		A	V
16.2			0.0	
	10		0	
16.2			0.0	
	84		1	
66.3			0.9	
	131		35	
75.1			36.8	

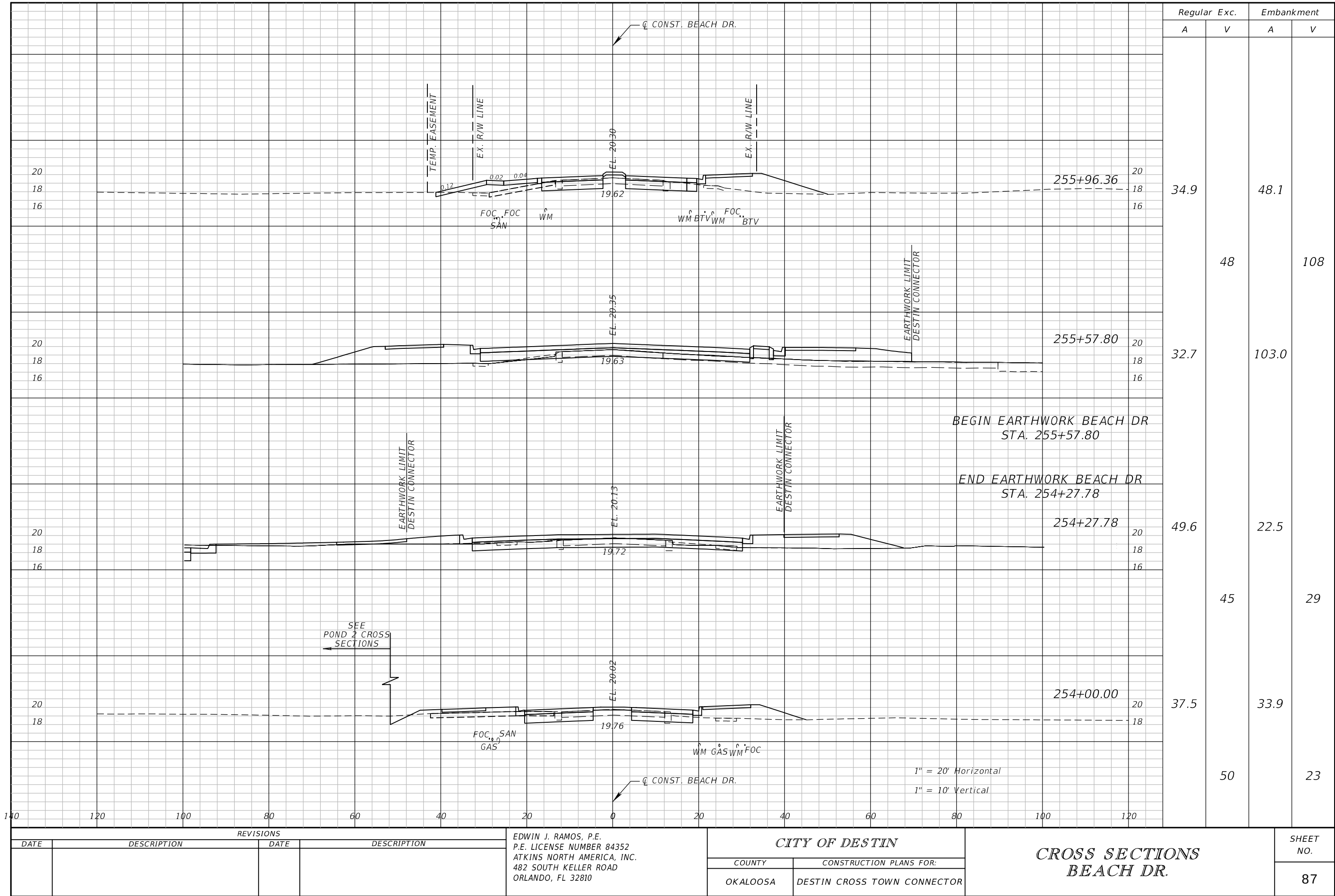
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DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:			
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR			

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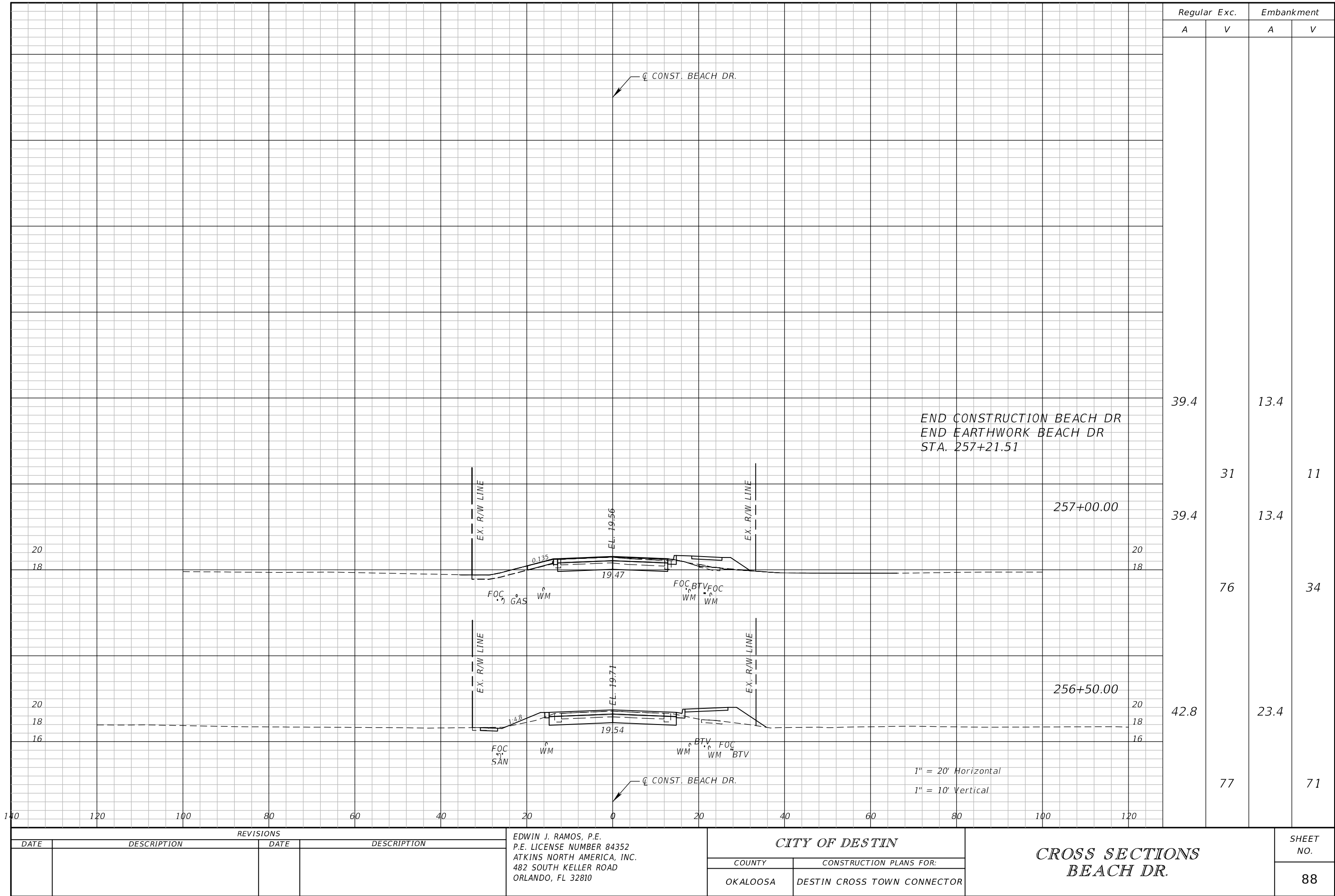


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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		86

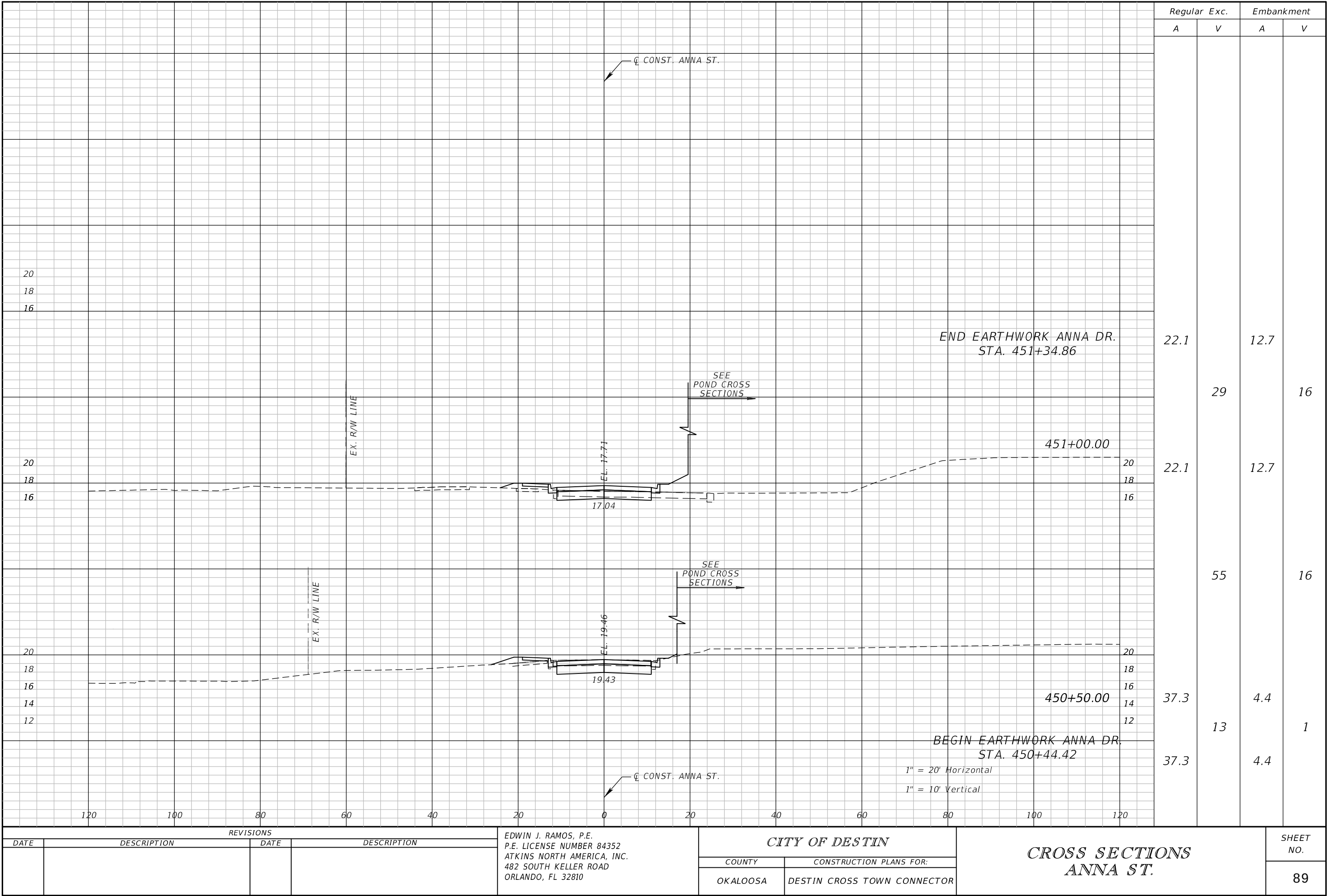
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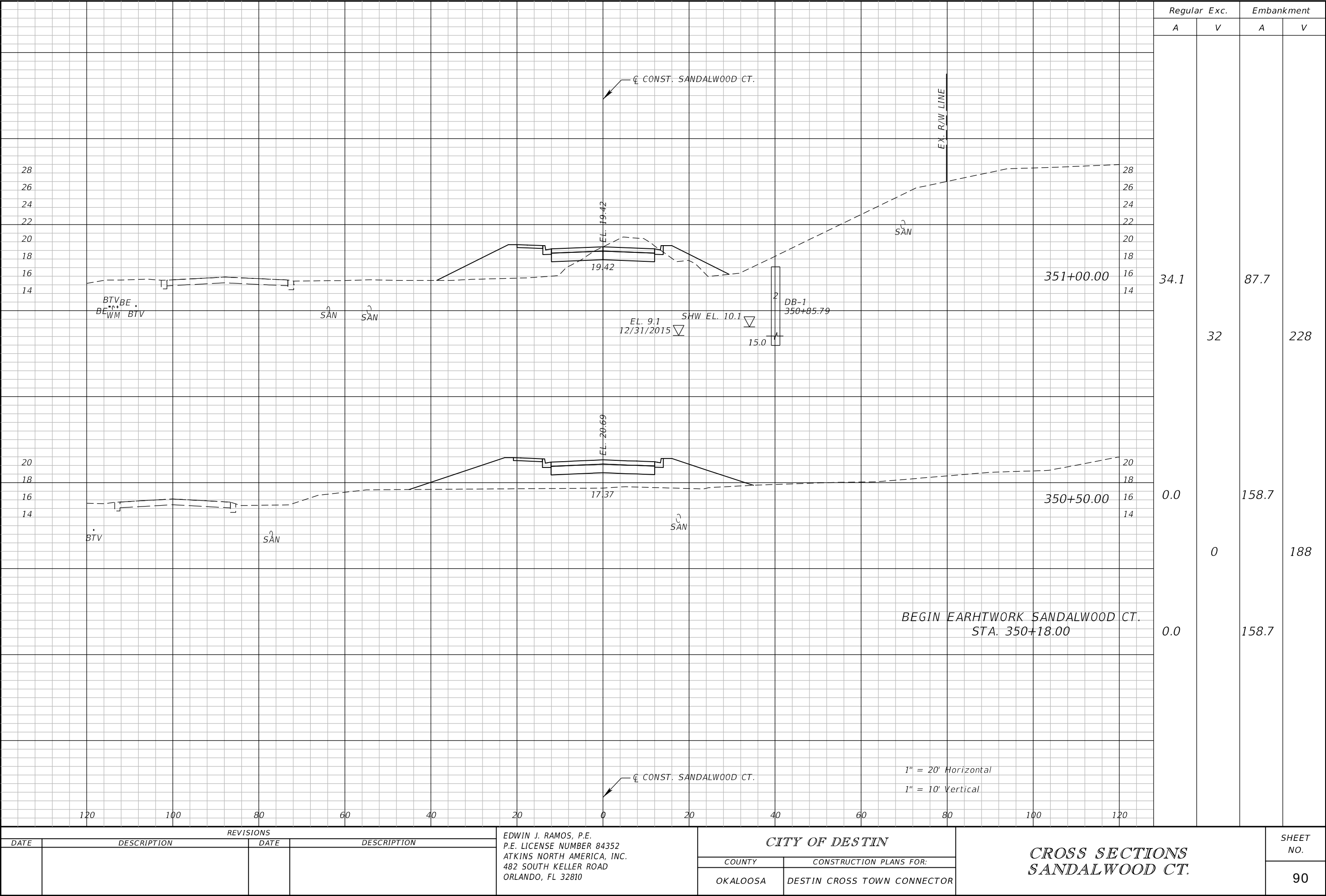
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CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

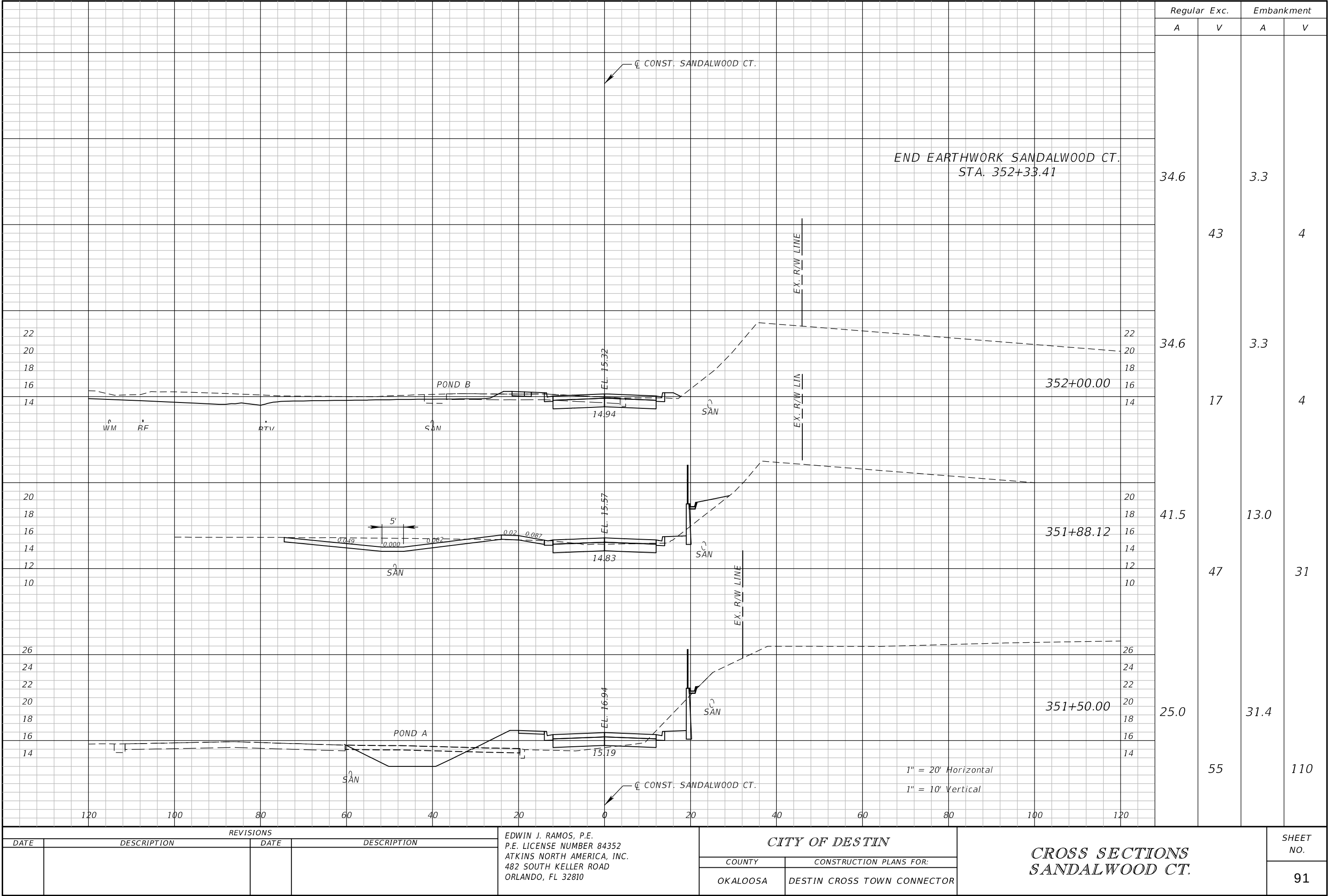
CROSS SECTIONS ANNA ST.	
SHEET NO. 89	

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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								90

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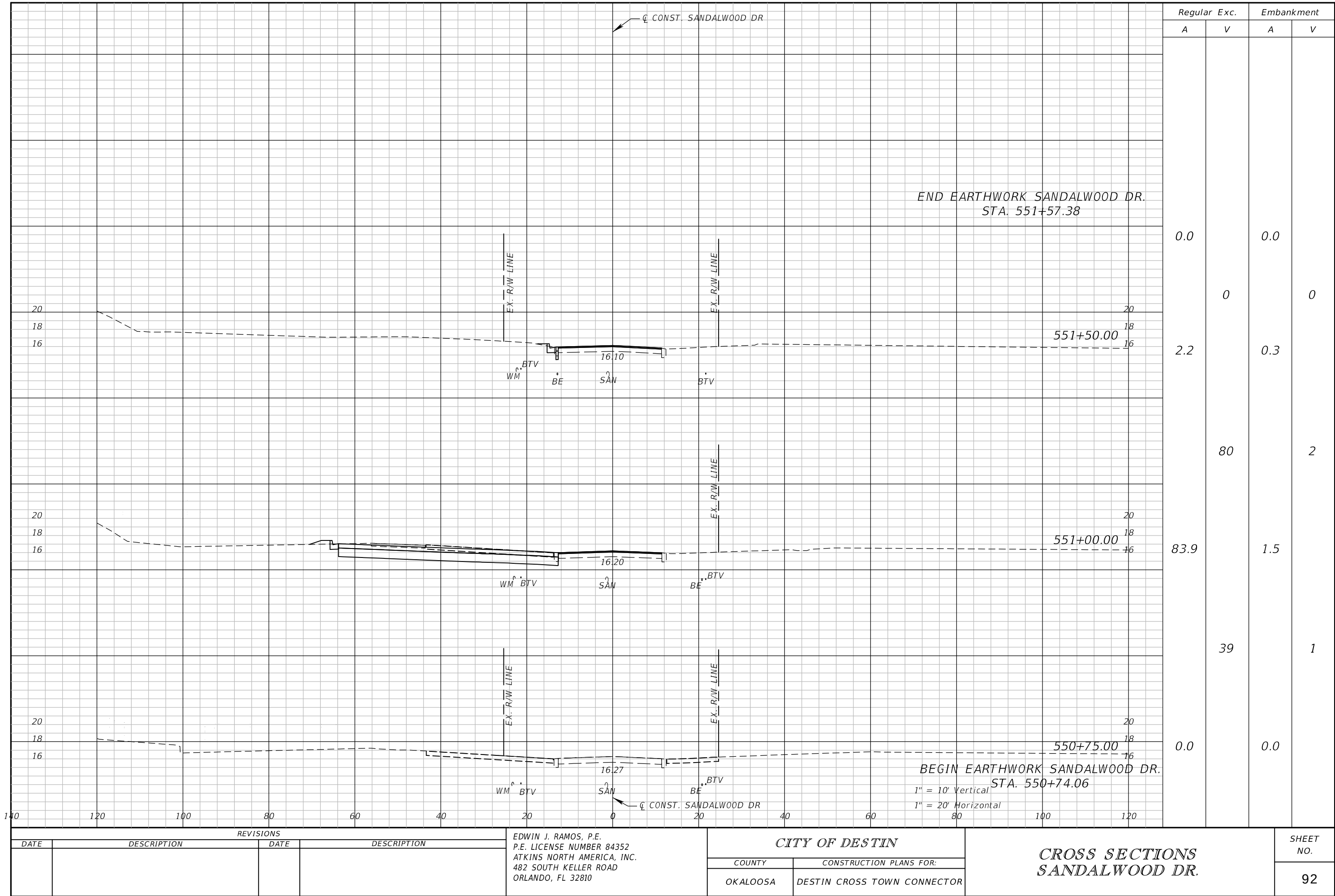
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CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS SANDALWOOD CT.		SHEET NO.
		91

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THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE STANDARD PLANS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE DESTIN CROSS TOWN CONNECTOR PROJECT IS LOCATED IN THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA. THE PROJECT INCLUDES APPROXIMATELY 1500 LINEAR FEET OF ROADWAY THAT WILL CONNECT AZALEA DRIVE WITH LEGION DRIVE. THE PROPOSED IMPROVMENTS INCLUDE 11' TRAVEL LANES WITH A 1' SHOULDER AND A 10' SHARED USE PATH.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS A SEQUENCE IS PROPOSED THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1. CLEARING AND GRUBBING, EARTHWORK, EARTHWORK FOR POND CONSTRUCTION AND STORM DRAIN CONSTRUCTION FOR POND INFLOWS.
2. STORM DRAIN CONSTRUCTION. CONSTRUCT THE STORM DRAIN PIPE IN THE UPSTREAM DIRECTION.
3. EARTHWORK ASSOCIATED WITH THE CONSTRUCTION OF ROADWAY, GRAVITY WALL, CURB, SUBGRADE, BASE, PAVEMENT, AND SIDEWALK.

1.C. AREA ESTIMATES:

TOTAL SITE AREA: 10.03 ACRES.
TOTAL AREA TO BE DISTURBED: 10.03 ACRES

1.0. RUNOFF DATA:
RUNOFF COEFFICIENTS:
BEFORE: 0.45
DURING: VARIES FROM 0.45 TO 0.60
AFTER: 0.60

SOILS DATA: THE RESULTS OF THE SOIL BORINGS ALONG THE ROADWAY ARE SHOWN IN THE ROADWAY SOIL SURVEY SHEETS. THE RESULTS OF SOIL BORINGS DONE IN THE PONDS ARE SHOWN ON THE POND DETAIL SHEETS. THE NUMBERS FOR THESE ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS. IN GENERAL, THE PROJECT AREA CONSISTS OF SANDY SOILS.

OUTFALL INFORMATION:
THERE ARE NO OUTFALLS.

I.E. SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

- * DRAINAGE PATTERNS: THE DRAINAGE BASIN DIVIDES AND FLOW DIRECTIONS ARE SHOWN ON THE DRAINAGE MAPS.
- * APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTION SHEETS AND THE PLAN-PROFILE SHEETS. THERE ARE POND CROSS SECTIONS LOCATED WITH THE POND DETAIL SHEETS.
- * AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN-PROFILE SHEETS, THE CROSS SECTION SHEETS, AND THE POND DETAIL SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.
- * AREAS NOT TO BE DISTURBED: ESSENTIALLY THE WHOLE PROJECT WILL BE DISTURBED DURING CONSTRUCTION.
- * LOCATIONS OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE EROSION CONTROL SHEETS. TABLES PROVIDING SUMMARIES OF TEMPORARY EROSION AND SEDIMENT CONTROL ITEMS ARE PROVIDED IN THE SUMMARY OF QUANTITIES SHEETS.
- * LOCATIONS OF PERMANENT CONTROLS: THE STORMWATER PONDS, HPTRM AND OUTFALL RIPRAP ARE THE PRIMARY PERMANENT STORMWATER MANAGEMENT CONTROLS. THESE ARE SHOWN ON THE POND DETAIL SHEETS.
- * AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE SHOWN IN THE SAME LOCATION AS THE TEMPORARY CONTROLS MENTIONED ABOVE. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEETS, THE PLAN-PROFILE SHEETS AND THE POND DETAIL SHEETS.

1.F. RECEIVING WATERS:

THERE ARE NO RECEIVING WATER BODIES OR WETLAND AREAS ON THE PROJECT SITE.

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL (TTC) PLAN. THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THE CONSTRUCTION PLANS. WHERE FOLLOWING THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THESE CONSTRUCTION PLANS, THE CONTRACTOR MAY CHOOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SEDIMENT AND EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATIONS, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

A DESCRIPTION OF EACH PHASE OF THE TEMPORARY TRAFFIC CONTROL IS PROVIDED IN THE TTCP PLAN GENERAL NOTES SHEET.

2.A.1 STABILIZATION PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

- * ARTIFICIALCOVERINGS IN ACCORDANCE WITH SPECIFICATION SECTION 104.
- * TURF AND SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

PERMANENT:

- * ASPHALT OR CONCRETE SURFACE.
- * SOD IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

- * SEDIMENT BARRIERS IN ACCORDANCE WITH DESIGN SPECIFICATION SECTION 104, AND FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL.
- * INLET PROTECTION IN ACCORDANCE WITH FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL, AND SPECIAL DETAILS SHOWN IN THE TTC PLAN.
- * SEDIMENT CONTAINMENT SYSTEM: THE PERMANENT STORMWATER PONDS WILL BE TEMPORARILY MODIFIED ACCORDING TO THE DETAILS IN THE TTC PLAN.

PERMANENT:

- * STORMWATER PONDS
- * SOD
- *RIPRAP

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2.B STORMWATER MANAGEMENT:

STORM DRAIN SYSTEMS WILL BE CONSTRUCTED TO CONVEY RUNOFF TO TWO (2) STORMWATER RETENTION PONDS. THE FACILITIES ARE PENDING PERMITS BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NWFWMD).

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

- * PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.
- * DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
- * DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. INCLUDE IN THE PROPOSED METHODS AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

- * COVERING LOADED HAUL TRUCKS WITH TARPAULINS.
- * REMOVING EXCESS DIRT FROM ROADS DAILY.
- * STABILIZING CONSTRUCTION ENTRANCES ACCORDING TO THE FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL.
- * USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN THE SPECIFICATION SECTION 104, EROSION CONTROL PLAN, DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

2.C.4 FERTILIZERS AND PESTICIDES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 982 OF THE SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D.4 APPROVED STATE AND LOCAL PLANS AND PERMITS:

- * FDEP RULE CHAPTER 62-25 F.A.C.

3.0 MAINTENANCE:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

- * SILT FENCE: MAINTAIN PER SPECIFICATION SECTION 104. ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS.
- * SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.
- * PONDS ONE AND TWO: THE PONDS ARE TEMPORARY SEDIMENT BASINS UNTIL THE AREAS THAT DRAIN TO THEM ARE STABILIZED, SO UNTIL THEN, REMOVE SEDIMENT FROM THE POND WHEN IT BECOMES 1.5' DEEP AT ANY POINT.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER.

TO COMPLY, INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, CONDUCT INSPECTIONS AT LEAST ONCE EVERY MONTH. ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

- * POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.
- * POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.
- * DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
- * AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
- * STRUCTURAL CONTROLS.
- * STORMWATER MANAGEMENT SYSTEMS.
- * LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

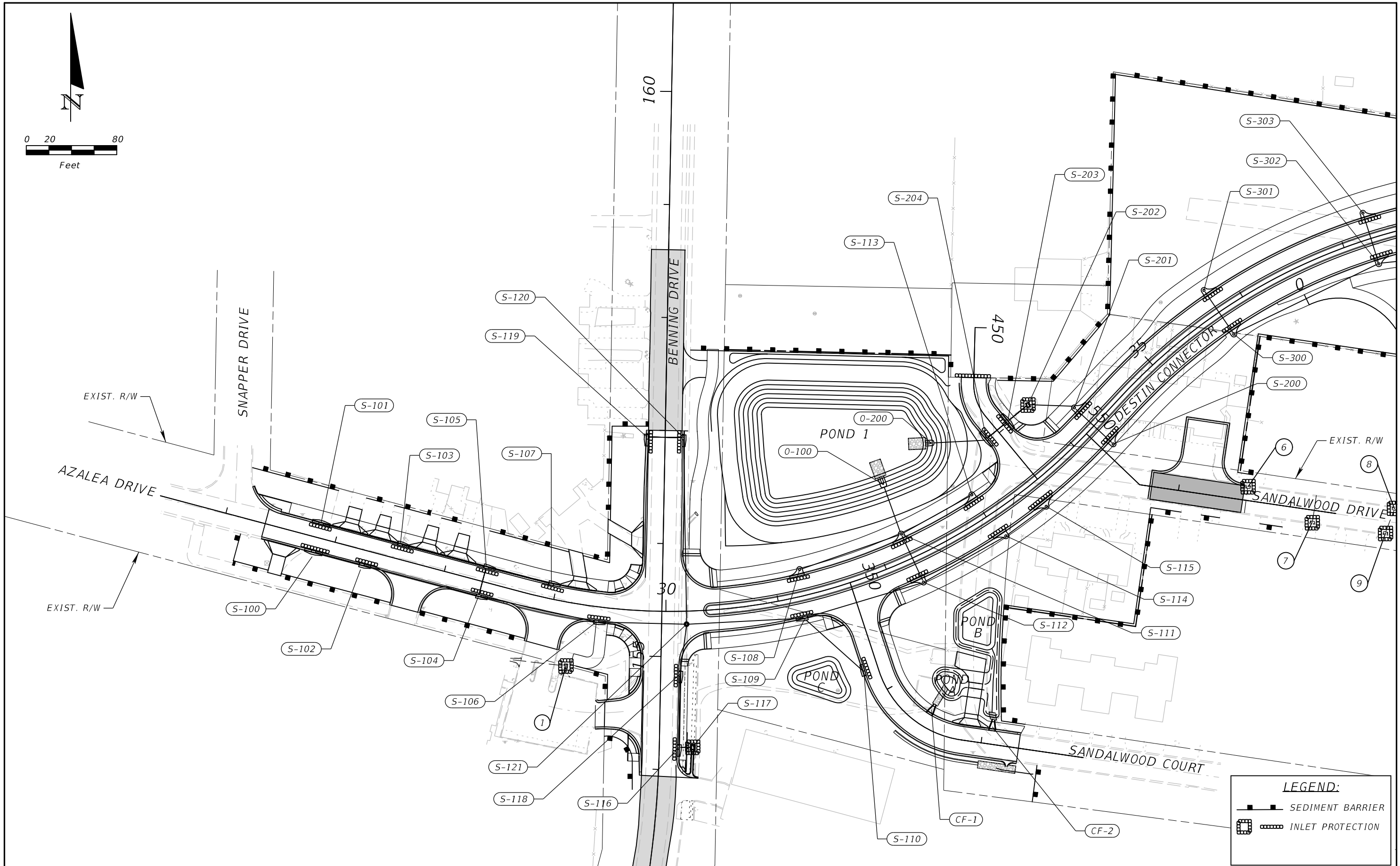
INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

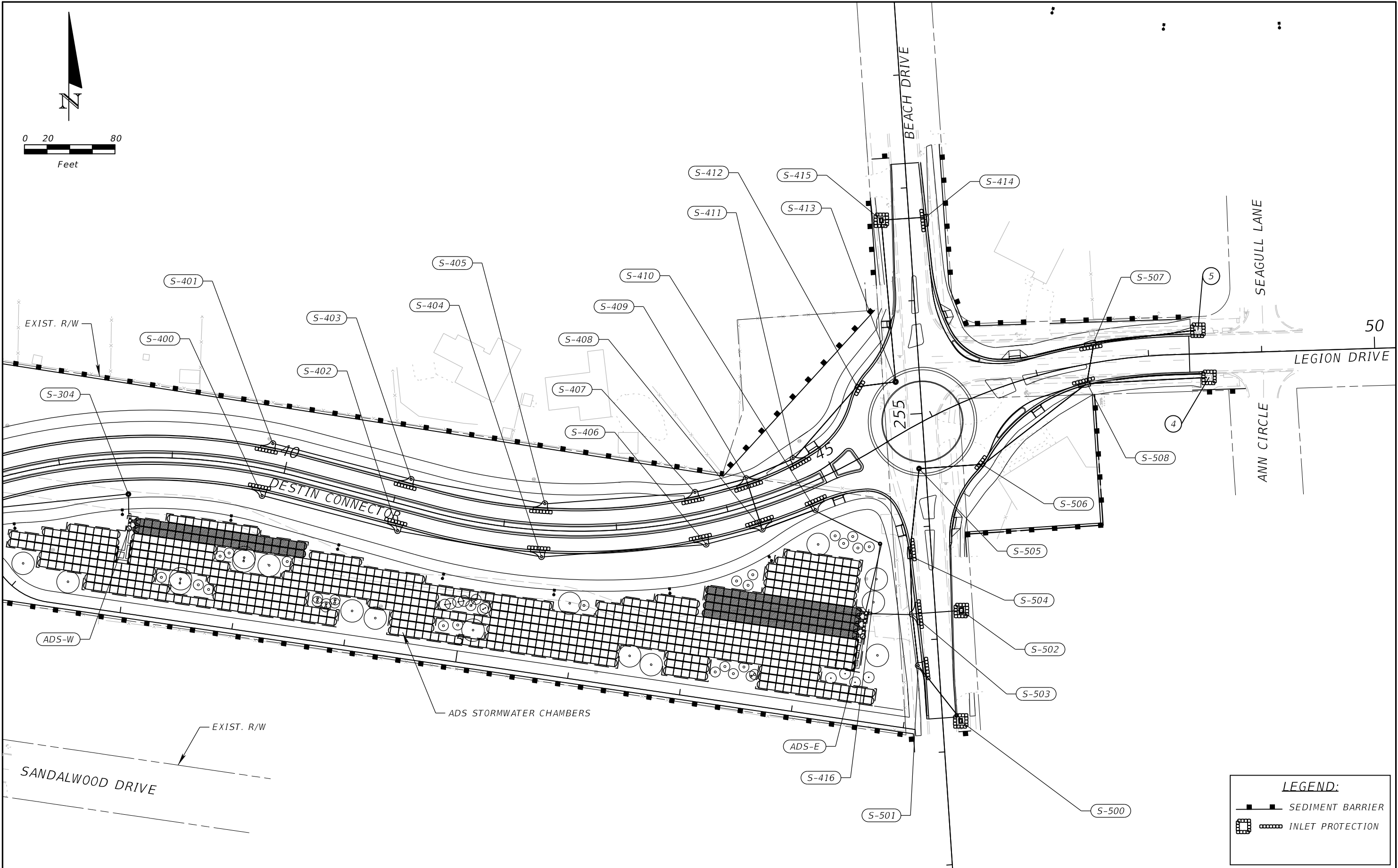
IN THE SPECIFICATION SECTION 104 EROSION CONTROL PLAN, IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT THE NWFWMD AT (800) 913-1518.

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					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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TEMPORARY TRAFFIC CONTROL GENERAL NOTES:

1. TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH PROJECT PLANS, THE CURRENT EDITION OF THE FDOT STANDARD PLANS INDEX 102-100, 102-120 AND 102-600 SERIES, THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
2. ANY ADDITIONAL INTERRUPTIONS TO NORMAL TRAFFIC PATTERNS, WHICH ARE NOT SHOWN IN THE TRAFFIC CONTROL PLAN, BUT ARE NECESSARY TO CONSTRUCT THE PROJECT SHALL BE SUBMITTED IN WRITING TO THE PROJECT ADMINISTRATOR AND APPROVAL SHALL BE OBTAINED PRIOR TO THE COMMENCEMENT OF WORK. SUBMITTAL MATERIAL SHALL INCLUDE SKETCHES, CALCULATIONS, AND OTHER DATA AND SHALL BE SIGNED AND SEALED BY A FL REGISTERED ENGINEER.
3. CONTRACTOR SHALL MAINTAIN AND KEEP SIDE ROAD NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.
4. ACCESS TO ALL SIDE ROADS AND DRIVEWAYS WILL BE MAINTAINED FOR THE DURATION OF CONSTRUCTION ACTIVITIES.
5. ALL DROP-OFF CONDITIONS WITHIN THE PROJECT LIMITS WILL BE MITIGATED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600.
6. BENNING DRIVE POSTED SPEED LIMIT: 30 MPH
BEACH DRIVE POSTED SPEED LIMIT: 30 MPH
ALL OTHER ROADS THE POSTED SPEED SHALL NOT BE LOWER THAN 20 MPH.
7. CONTRACTOR IS ADVISED TO STUDY THE PROPOSED DRAINAGE PLAN PRIOR TO CONSTRUCTION AND CONSTRUCT ALL DRAINAGE NECESSARY ON SIDE ROADS USING FDOT STANDARD PLANS INDEX 102-603 FOR LANE CLOSURES TO ENSURE POSITIVE DRAINAGE OF THE PROJECT. IF INLETS OR STRUCTURES PROTRUDE 6 INCHES OR MORE FROM THE GRADE WITHIN THE CLEAR ZONE THE CONTRACTOR SHOULD PLACE DRUMS OR BARRIER WALL AS REQUIRED.
8. PLACE PORTABLE CHANGABLE MESSAGE SIGNS ON BENNING DRIVE AND BEACH DRIVE 14 DAYS PRIOR TO CONSTRUCTION.

PORTABLE CHANGEABLE MESSAGE SIGN #1:

BENNING STARTS
ROAD MM/DD
CONST.

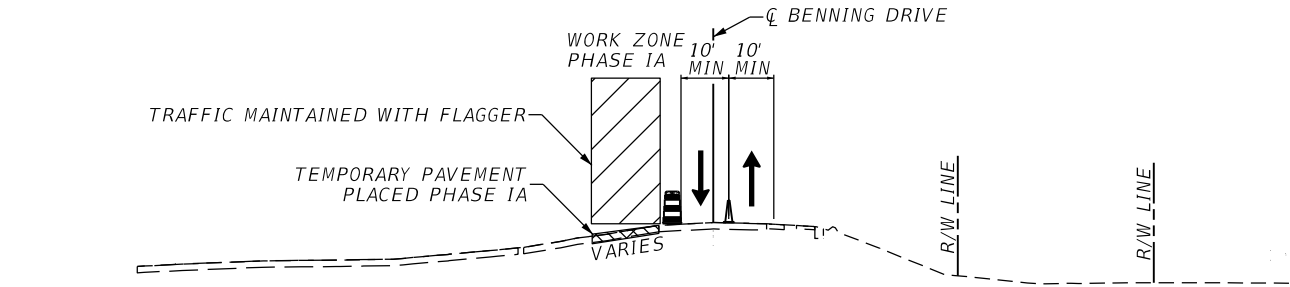
PORTABLE CHANGEABLE MESSAGE SIGN #2:

BEACH STARTS
ROAD MM/DD
CONST.

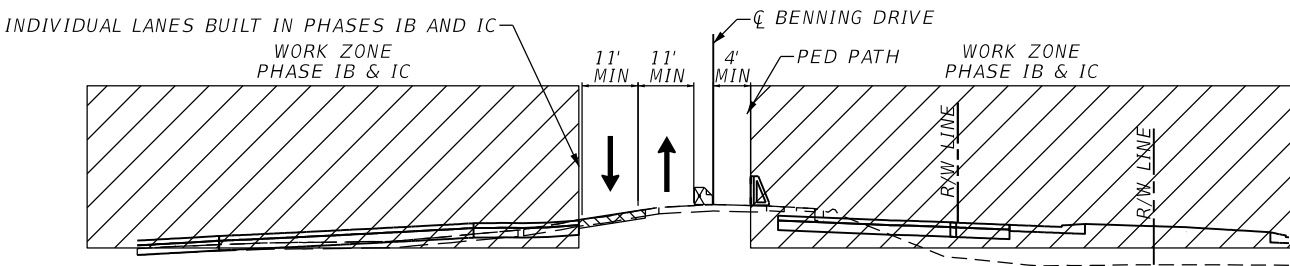
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CONSTRUCTION PHASING NOTES:

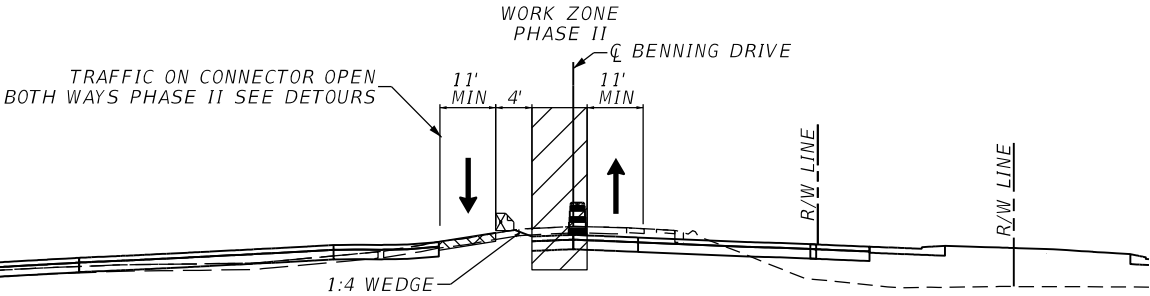
BENNING DRIVE PHASE IA



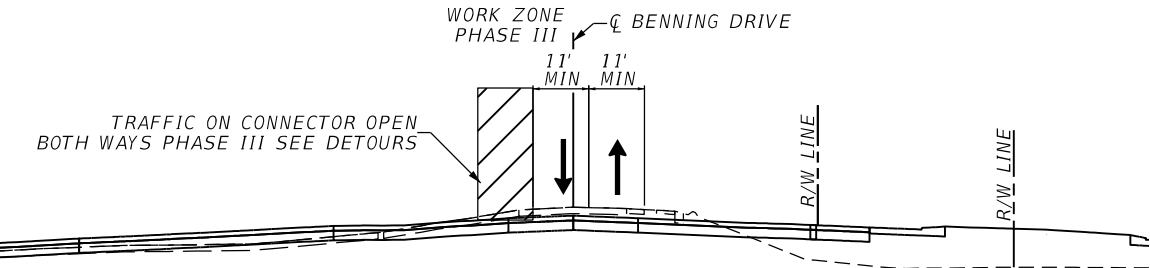
BENNING DRIVE PHASE IB & IC



BENNING DRIVE PHASE II



BENNING DRIVE PHASE III



BENNING DRIVE PHASE IA

1. INSTALL ADVANCED WARNING SIGNS AT BEGIN AND END OF PROJECT AND SIDE ROADS ACCORDING TO FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
3. INSTALL EROSION CONTROL MEASURES. MAINTAIN TRAFFIC ACCORDING TO FDOT STANDARD PLANS INDEX 102-601 AND 102-602.
4. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
5. MAINTAIN ACCESS TO AZALEA DRIVE, LEGION DRIVE, SEA HILLS DRIVE AND MOUNTAIN DRIVE AS SHOWN ON THE PHASE IA TEMPORARY TRAFFIC CONTROL PLANS.
6. INSTALL TEMPORARY PAVEMENT AS SHOWN ON THE PHASE IA TEMPORARY TRAFFIC CONTROL PLANS USING FLAGGING OPERATION AS REQUIRED.
7. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE IB & IC

1. PLACE/MODIFY ADVANCE WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. SHIFT TRAFFIC ACCORDING TO PHASE IB & IC PLANS. DETOUR AZALEA DRIVE TRAFFIC ACCORDING TO PHASE IB & IC DETOUR PLAN. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE TEMPORARY FACILITIES.
4. MAINTAIN ACCESS TO MALTEZOS STREET, LEGION DRIVE AND SEAHILLS DRIVE AS SHOWN ON THE PHASE IB & IC TEMPORARY TRAFFIC CONTROL PLANS.
5. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE IB & IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
6. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660. ADJUST PEDESTRIAN PATH TO FINISH CONSTRUCTION.
7. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE II

1. PLACE/MODIFY ADVANCE WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE II PLANS. DETOUR AZALEA DRIVE TRAFFIC ACCORDING TO PHASE II DETOUR PLAN. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS FROM AZALEA DRIVE AND SEA HILLS DRIVE AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG BENNING DRIVE AS SHOWN ON THE PHASE II PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE III

1. PLACE/MODIFY ADVANCE WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE III PLANS. DETOUR AZALEA DRIVE TRAFFIC ACCORDING TO PHASE III DETOUR PLAN. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS TO AND FROM ANNA STREET, SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE III TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG BENNING DRIVE AS SHOWN ON THE PHASE III PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

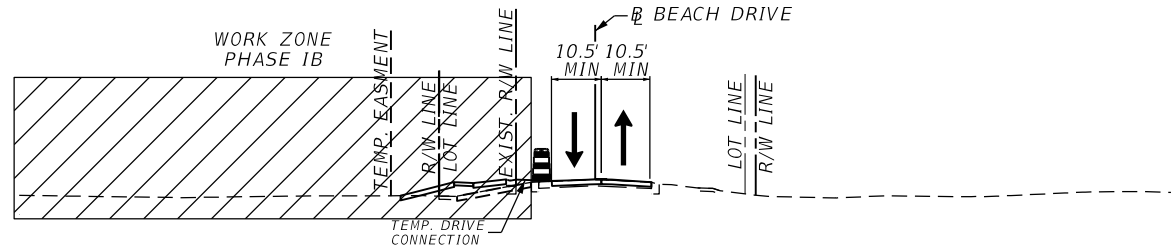
BENNING DRIVE PHASE IV

1. MILL TRANSITIONS, PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

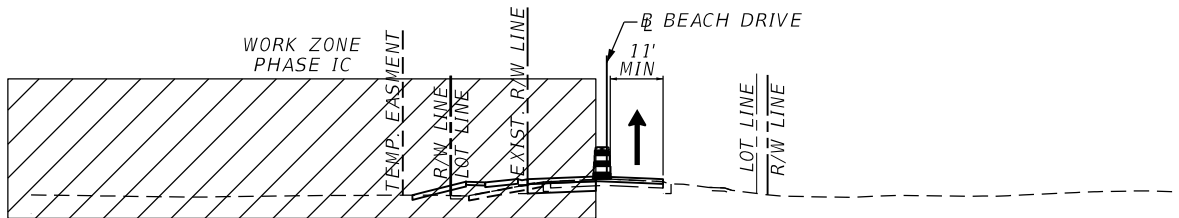
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		98

CONSTRUCTION PHASING NOTES:

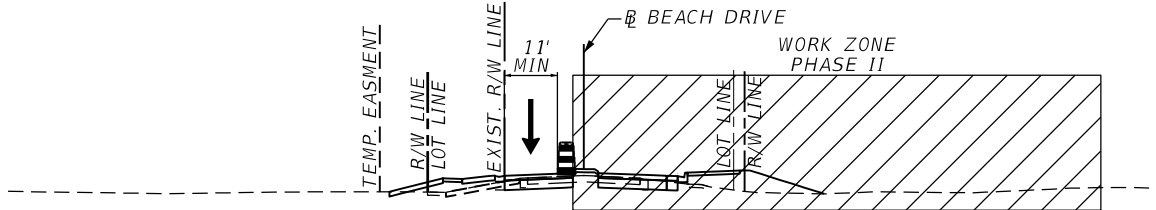
BEACH DRIVE PHASE IB



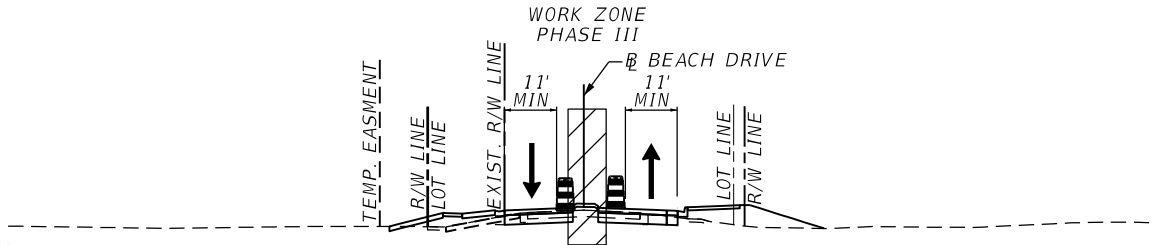
BEACH DRIVE PHASE IC



BEACH DRIVE PHASE II



BEACH DRIVE PHASE III



BEACH DRIVE PHASE IB

1. INSTALL ADVANCED WARNING SIGNS AT BEGIN AND END OF PROJECT AND SIDE ROADS ACCORDING TO FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
3. INSTALL EROSION CONTROL MEASURES. MAINTAIN TRAFFIC ACCORDING TO FDOT STANDARD PLANS INDEX 102-601 AND 102-602 WITH LANE CLOSURES TO SHIFT TRAFFIC. PLACE PAVEMENT MARKINGS AND SHIFT TRAFFIC.
4. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
5. MAINTAIN ACCESS TO LEGION DRIVE, SANDALWOOD DRIVE AND BENT ARROW DRIVE AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
6. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660.
7. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER, DRAINAGE STRUCTURES AND STORMWATER FACILITIES AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.

BEACH DRIVE PHASE IC

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. MAINTAIN ONE-LANE, NORTH BOUND TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS TO LEGION DRIVE AND SANDALWOOD DRIVE AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660.
6. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BEACH DRIVE PHASE II

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE II PLANS. DETOUR LEGION DRIVE TRAFFIC ACCORDING TO PHASE II DETOUR PLAN. MAINTAIN ONE-LANE, SOUTH BOUND TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO ANNA STREET, SANDALWOOD COURT AND BENT ARROW DRIVE AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG BEACH DRIVE AND LEGION DRIVE AS SHOWN ON THE PHASE II PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660.
6. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BEACH DRIVE PHASE III

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE III PLANS. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO LEGION DRIVE, SANDALWOOD DRIVE AND BENT ARROW DRIVE AS SHOWN ON THE PHASE III TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY AND CURB & GUTTER ALONG BEACH DRIVE AS SHOWN ON THE PHASE III PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

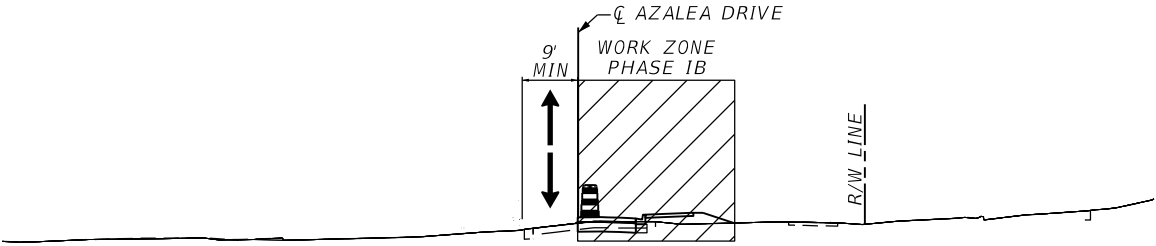
BEACH DRIVE PHASE IV

1. PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603. USE FLAGGING OPERATION OR NIGHT TIME DETOURS AS NEEDED.

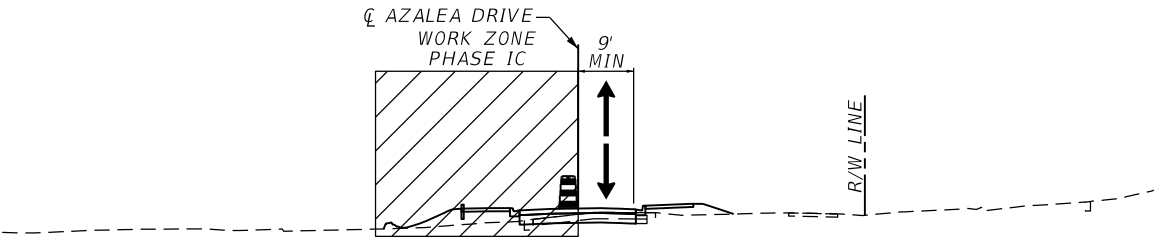
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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		99

CONSTRUCTION PHASING NOTES:

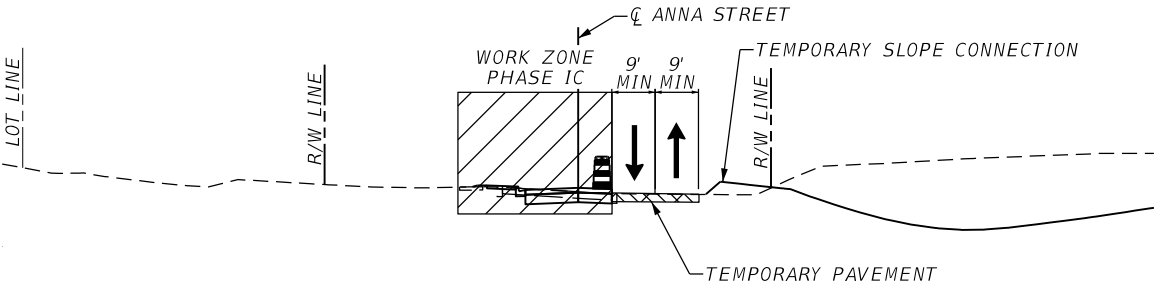
AZALEA DRIVE (DESTIN CONNECTOR) PHASE IB



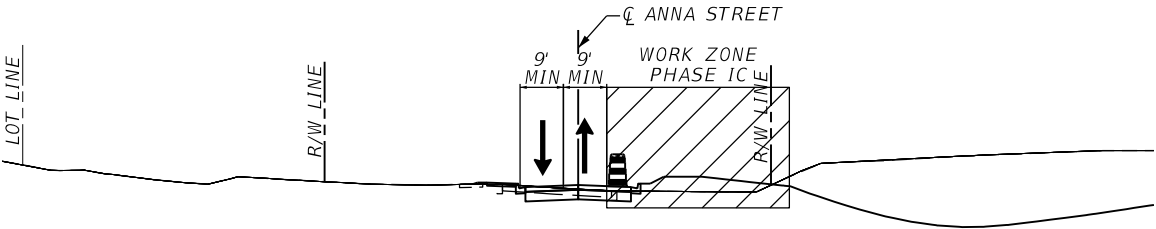
AZALEA DRIVE (DESTIN CONNECTOR) PHASE IC



ANNA STREET PHASE IB



ANNA STREET PHASE IC



AZALEA DRIVE (DESTIN CONNECTOR) PHASE IB

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IB PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS TO ANNA STREET, SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG AZALEA DRIVE (DESTIN CONNECTOR) AS SHOWN ON THE PHASE IB PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

AZALEA DRIVE (DESTIN CONNECTOR) PHASE IC

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IC PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO ANNA STREET, SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE IC TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG AZALEA DRIVE (DESTIN CONNECTOR) AS SHOWN ON THE PHASE IC PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

AZALEA DRIVE (DESTIN CONNECTOR) PHASE IV

1. PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

ANNA STREET PHASE IB

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IB PLANS. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE TEMPORARY FACILITIES.
3. MAINTAIN ACCESS TO SANDALWOOD DRIVE AND SANDALWOOD COURT.
4. INSTALL TEMPORARY PAVEMENT AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.
6. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER, DRAINAGE STRUCTURES AND STORMWATER FACILITIES AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.

ANNA STREET PHASE IC

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IC PLANS. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

ANNA STREET PHASE IV

1. PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		100

CONSTRUCTION PHASING NOTES:

SANDALWOOD COURT PHASE IB

- 1. CONSTRUCT AREA WEST OUTSIDE THE ROADWAY.

SANDALWOOD COURT PHASE IC

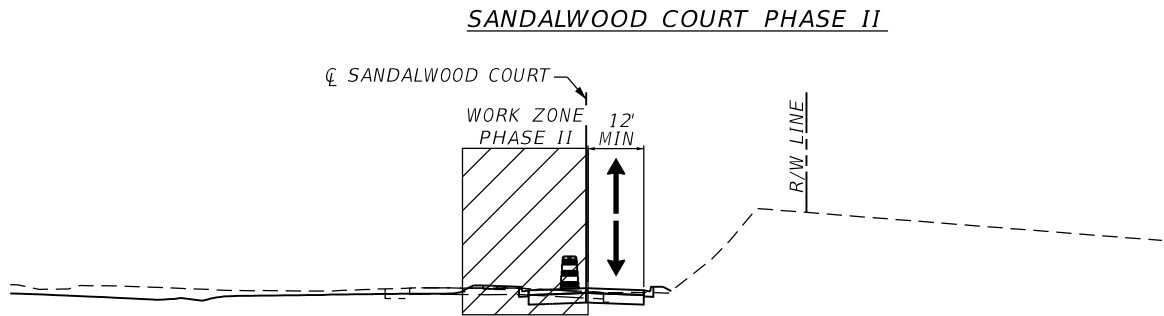
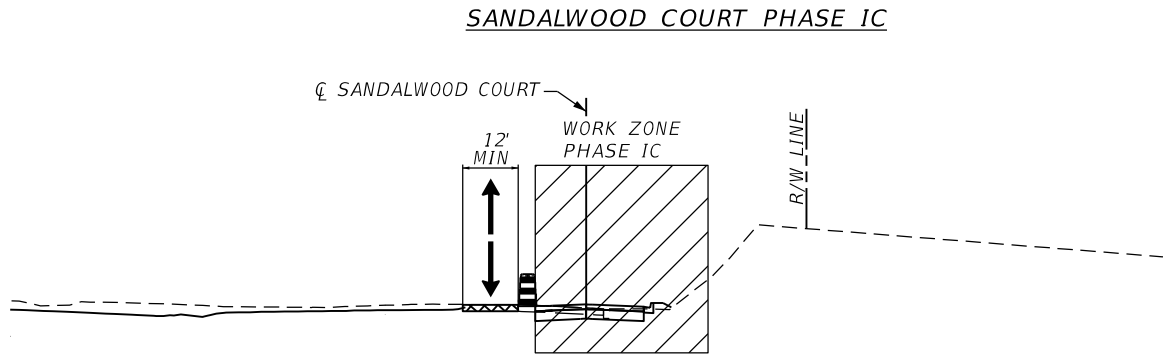
- 1. INSTALL ADVANCED WARNING SIGNS AT BEGIN AND END OF PROJECT AND SIDE ROADS ACCORDING TO FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
- 2. INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
- 3. INSTALL EROSION CONTROL MEASURES. MAINTAIN TRAFFIC ACCORDING TO FDOT STANDARD PLANS INDEX 102-601 AND 102-602.
- 4. SHIFT TRAFFIC ACCORDING TO PHASE IC PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE TEMPORARY FACILITIES WITH USING FLAGGING OPERATION.
- 5. MAINTAIN ACCESS TO ANNA ST AND SANDALWOOD DRIVE AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
- 6. INSTALL TEMPORARY PAVEMENT AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS WITH USING FLAGGING OPERATION.
- 7. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.
- 8. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER, DRAINAGE STRUCTURES AND STORMWATER FACILITIES AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.

SANDALWOOD COURT PHASE II

- 1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
- 2. SHIFT TRAFFIC ACCORDING TO PHASE II PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES WITH USING FLAGGING OPERATION.
- 3. MAINTAIN ACCESS TO BENNING STREET, ANNA STREET AND SANDALWOOD DRIVE AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS.
- 4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS USING FLAGGING OPERATION. EXCLUDE FRICTION COURSE FROM THIS PHASE.
- 5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

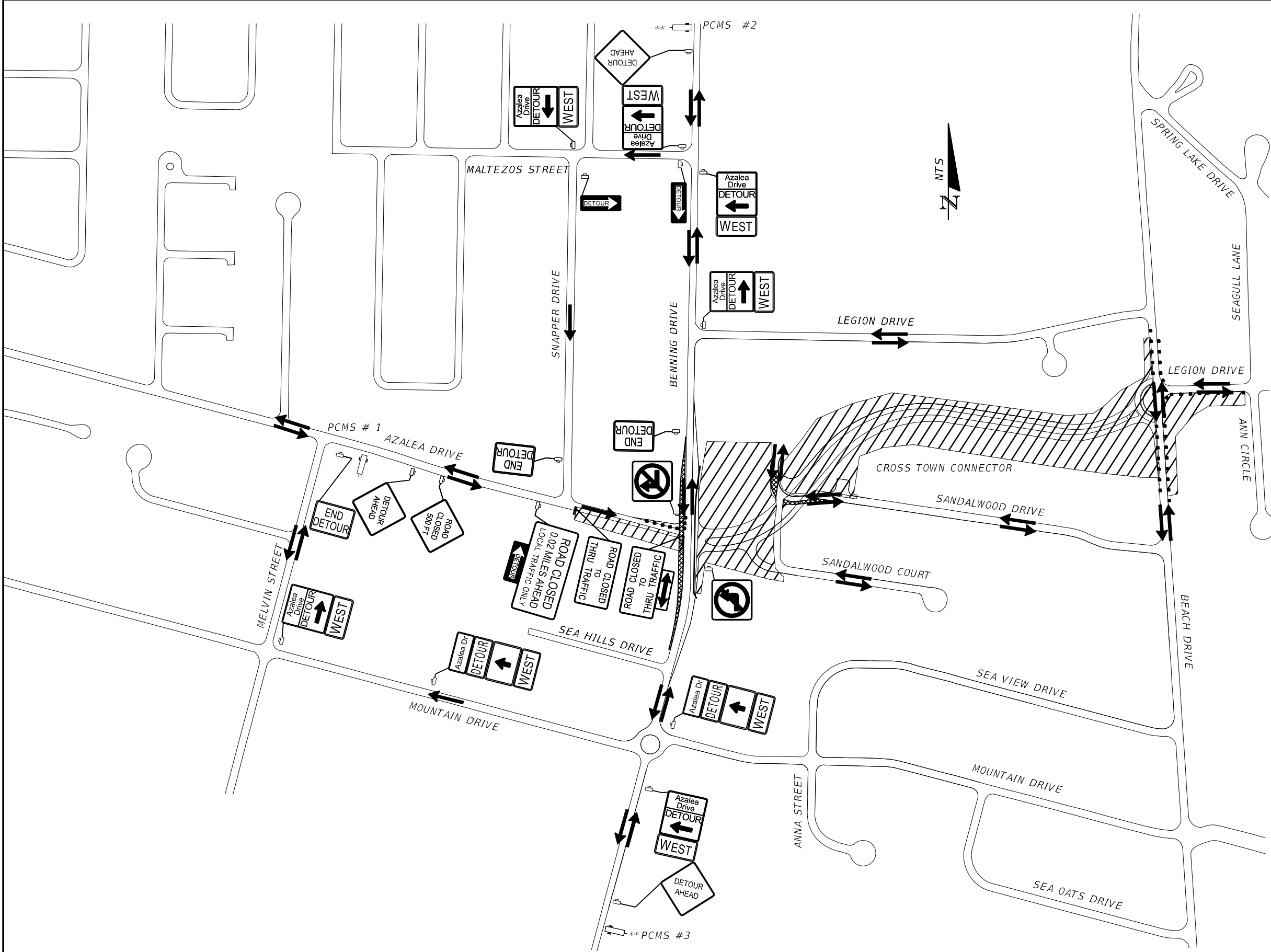
SANDALWOOD COURT PHASE IV

- 1. PLACE FRICTION COURSE, PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).



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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		101

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- NOTES:
1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY AT THE END OF AZALEA DRIVE TO BENNING DRIVE ACCORDING TO THE PHASE IB TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE.
2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION THREE VARIABLE MESSAGE SIGNS ALONG BENNING DRIVE AND AZALEA DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE IB CONSTRUCTION OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGEABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TEMPORARY TRAFFIC CONTROL PLANS.
3. PORTABLE CHANGEABLE MESSAGE SIGN #1:
DURING DETOUR

<u>MESSAGE 1</u>	<u>MESSAGE 2</u>
AZALEA	DETOUR
CLOSED	SNAPPER
AHEAD	NORTH
- PORTABLE CHANGEABLE MESSAGE SIGN #2:
DURING DETOUR

<u>MESSAGE 1</u>	<u>MESSAGE 2</u>
AZALEA	DETOUR
CLOSED	MALTEZOS
AHEAD	WEST
- PORTABLE CHANGEABLE MESSAGE SIGN #3:
DURING DETOUR

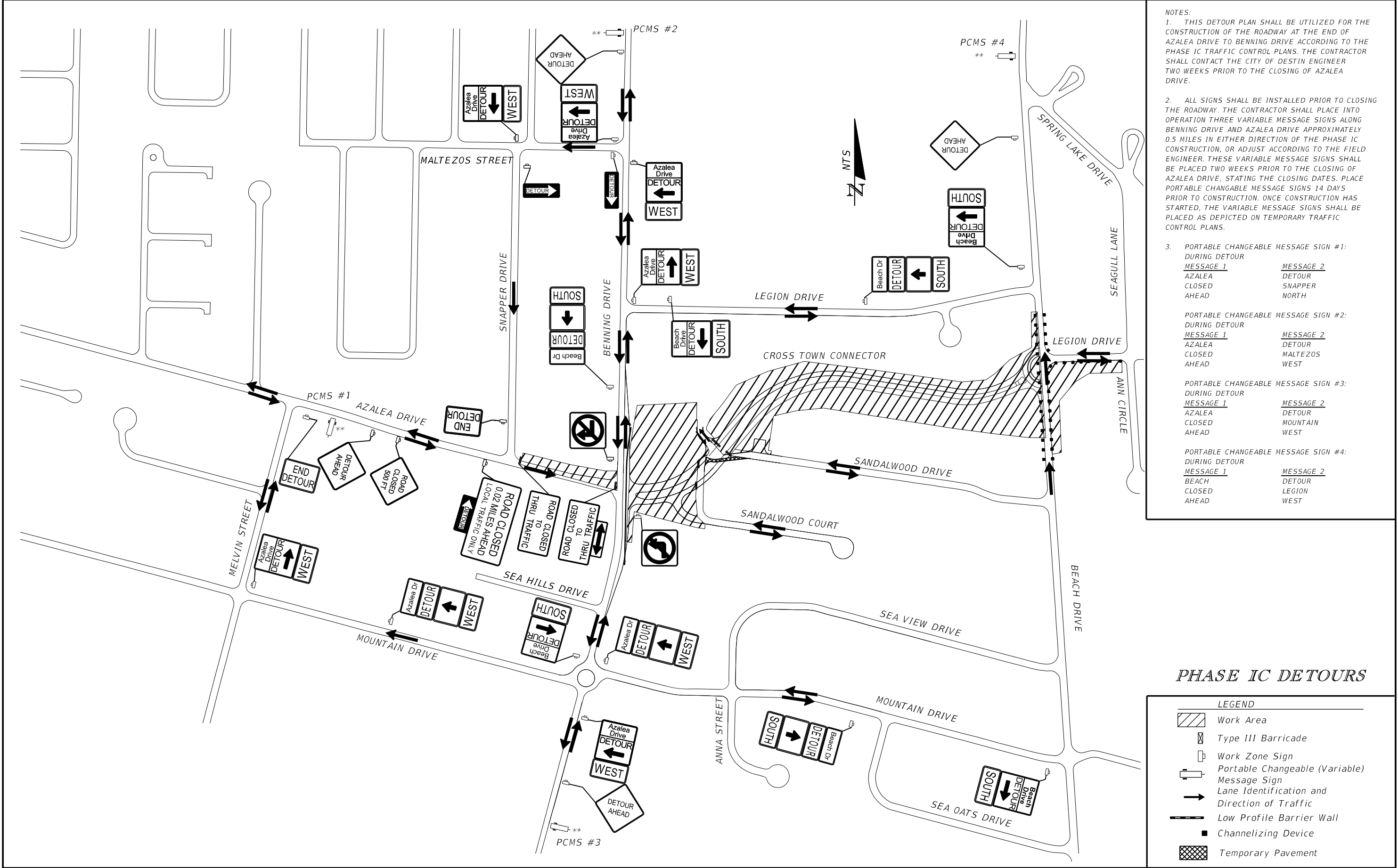
<u>MESSAGE 1</u>	<u>MESSAGE 2</u>
AZALEA	DETOUR
CLOSED	MOUNTAIN
AHEAD	WEST

PHASE IB DETOURS

LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Low Profile Barrier Wall
- Channelizing Device
- Temporary Pavement

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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



- NOTES:
1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY AT THE END OF AZALEA DRIVE TO BENNING DRIVE ACCORDING TO THE PHASE IC TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE.
2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION THREE VARIABLE MESSAGE SIGNS ALONG BENNING DRIVE AND AZALEA DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE IC CONSTRUCTION, OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TEMPORARY TRAFFIC CONTROL PLANS.
3. PORTABLE CHANGABLE MESSAGE SIGN #1:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	SNAPPER
AHEAD	NORTH
- PORTABLE CHANGABLE MESSAGE SIGN #2:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MALTEZOS
AHEAD	WEST
- PORTABLE CHANGABLE MESSAGE SIGN #3:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MOUNTAIN
AHEAD	WEST
- PORTABLE CHANGABLE MESSAGE SIGN #4:
DURING DETOUR

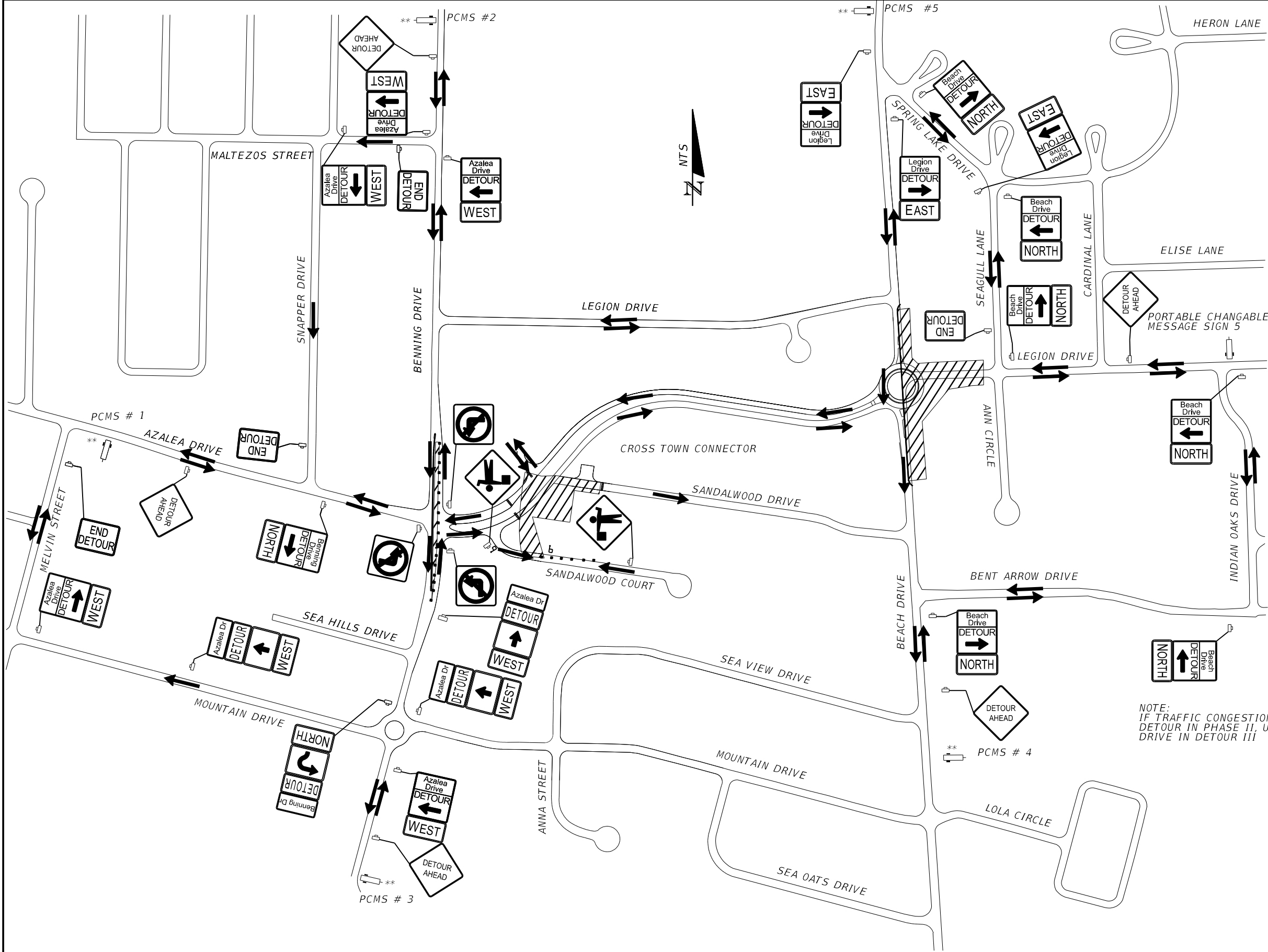
MESSAGE 1	MESSAGE 2
BEACH	DETOUR
CLOSED	LEGION
AHEAD	WEST

PHASE IC DETOURS

- LEGEND
- Work Area
 - Type III Barricade
 - Work Zone Sign
 - Portable Changeable (Variable) Message Sign
 - Lane Identification and Direction of Traffic
 - Low Profile Barrier Wall
 - Channelizing Device
 - Temporary Pavement

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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



NOTES:

1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY IN THE MIDDLE OF BENNING DRIVE AND AT THE END OF LEGION TO BEACH DRIVE ACCORDING TO THE PHASE II TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF LEGION DRIVE.

2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION FIVE VARIABLE MESSAGE SIGNS ALONG BENNING DRIVE, AZALEA DRIVE, BEACH DRIVE AND LEGION DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE II CONSTRUCTION, OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF LEGION DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TRAFFIC CONTROL PLANS.

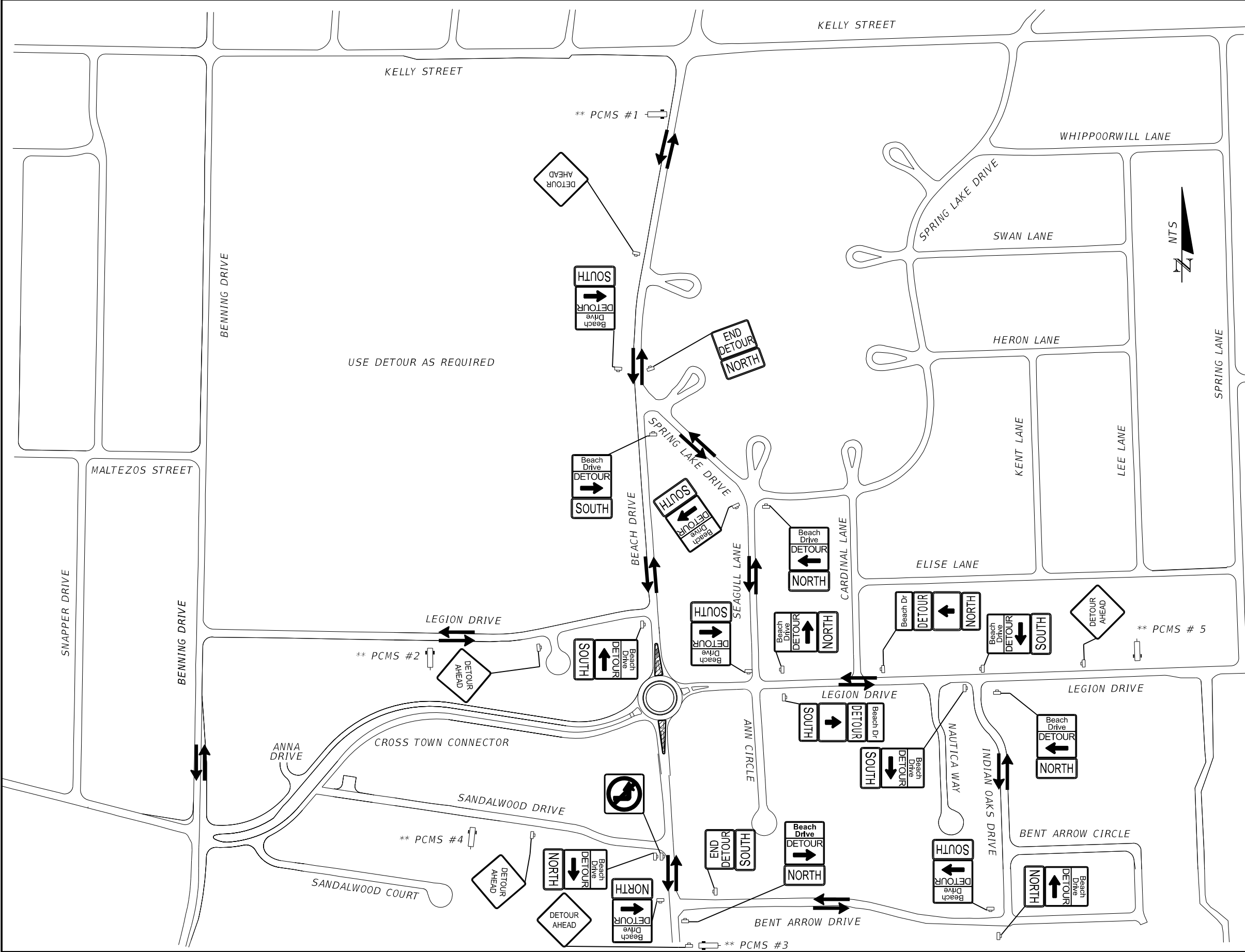
3. PORTABLE CHANGEABLE MESSAGE SIGN #1:
DURING DETOUR
MESSAGE 1
BENNING
CLOSED
AHEAD NB
MESSAGE 2
FOLLOW
DETOUR
- PORTABLE CHANGEABLE MESSAGE SIGN #2:
DURING DETOUR
MESSAGE 1
AZALEA
CLOSED
AHEAD
MESSAGE 2
DETOUR
MALTEZOS
WEST
- PORTABLE CHANGEABLE MESSAGE SIGN #3:
DURING DETOUR
MESSAGE 1
AZALEA
CLOSED
AHEAD
MESSAGE 2
DETOUR
MOUNTAIN
WEST
- PORTABLE CHANGEABLE MESSAGE SIGN #4:
DURING DETOUR
MESSAGE 1
BEACH D
CLOSED
AHEAD
MESSAGE 2
DETOUR
BENT ARR
EAST
- PORTABLE CHANGEABLE MESSAGE SIGN #5:
DURING DETOUR
MESSAGE 1
LEGION
CLOSED
AHEAD
MESSAGE 2
DETOUR
SPRING L
NORTH

NOTE:
IF TRAFFIC CONGESTION DEVELOPS FOR NORTHBOUND BEACH DRIVE
DETOUR IN PHASE II, USE ADDITIONAL DETOUR FOR BEACH
DRIVE IN DETOUR III

PHASE II DETOURS

- LEGEND
- Work Area
 - Type III Barricade
 - Work Zone Sign
 - Portable Changeable (Variable) Message Sign
 - Lane Identification and Direction of Traffic
 - Flagger
 - Low Profile Barrier Wall
 - Channelizing Device

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 104
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



- NOTES:
1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY AT BEACH DRIVE AND THE END OF LEGION DRIVE ACCORDING TO THE PHASE III TEMPORARY TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF BEACH DRIVE NORTHBOUND AND LEGION DRIVE.
 2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION FIVE VARIABLE MESSAGE SIGNS ALONG BEACH DRIVE, LEGION DRIVE AND SANDALWOOD DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE III CONSTRUCTION, OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF BEACH DRIVE NORTHBOUND AND LEGION DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TEMPORARY TRAFFIC CONTROL PLANS.
 3. PORTABLE CHANGEABLE MESSAGE SIGN #1:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	SPRING L
AHEAD	EAST

PORTABLE CHANGEABLE MESSAGE SIGN #2:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	FOLLOW
CLOSED	DETOUR
AHEAD	

PORTABLE CHANGEABLE MESSAGE SIGN #3:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	BENT ARR
AHEAD	EAST

PORTABLE CHANGEABLE MESSAGE SIGN #4:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	BENT ARR
AHEAD	EAST

PORTABLE CHANGEABLE MESSAGE SIGN #5:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	FOLLOW
CLOSED	DETOUR
AHEAD	

PHASE III DETOURS

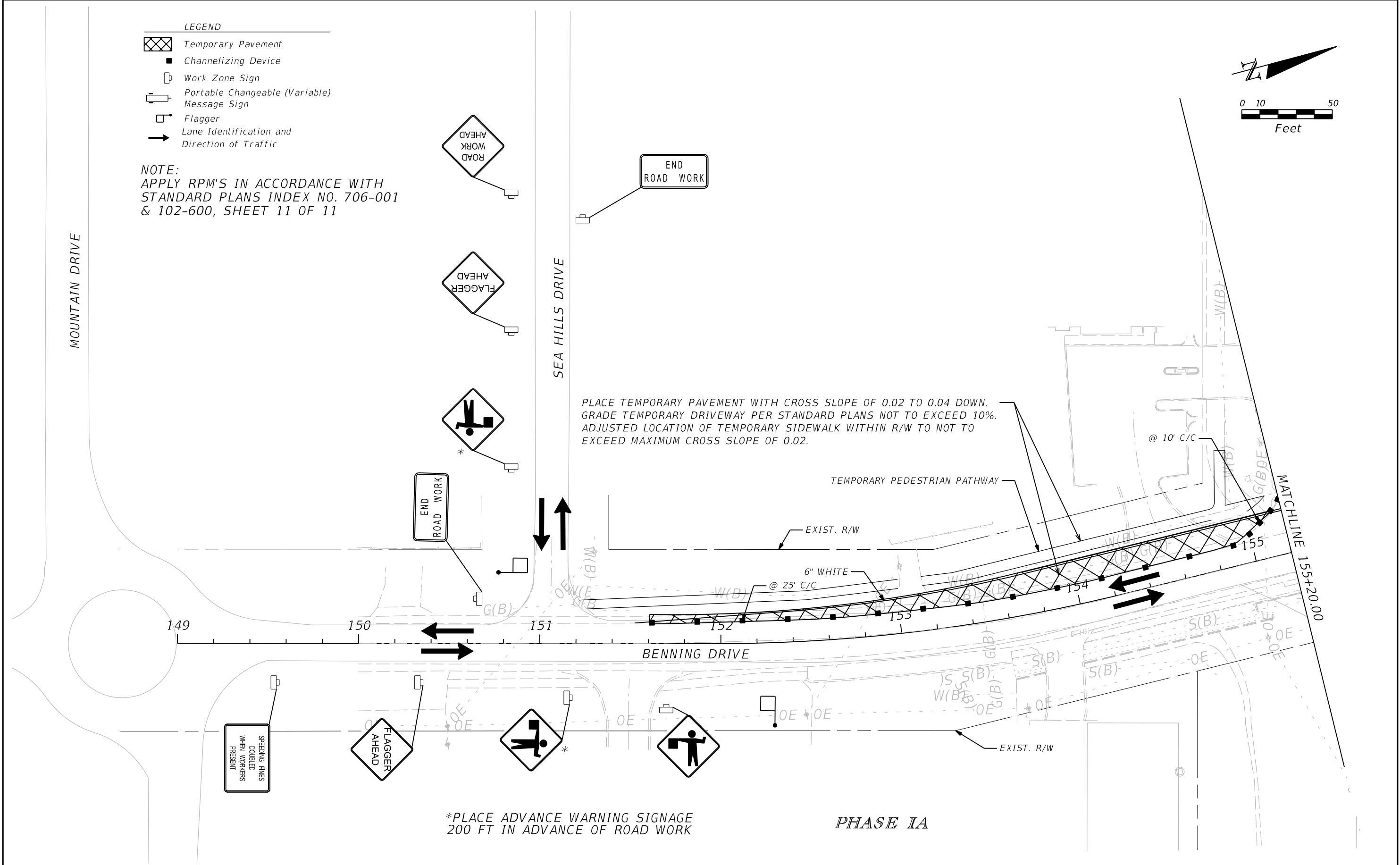
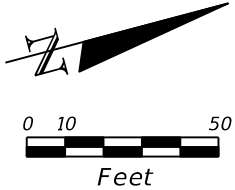
LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Flagger
- Low Profile Barrier Wall
- Channelizing Device

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 105
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

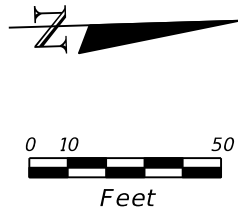
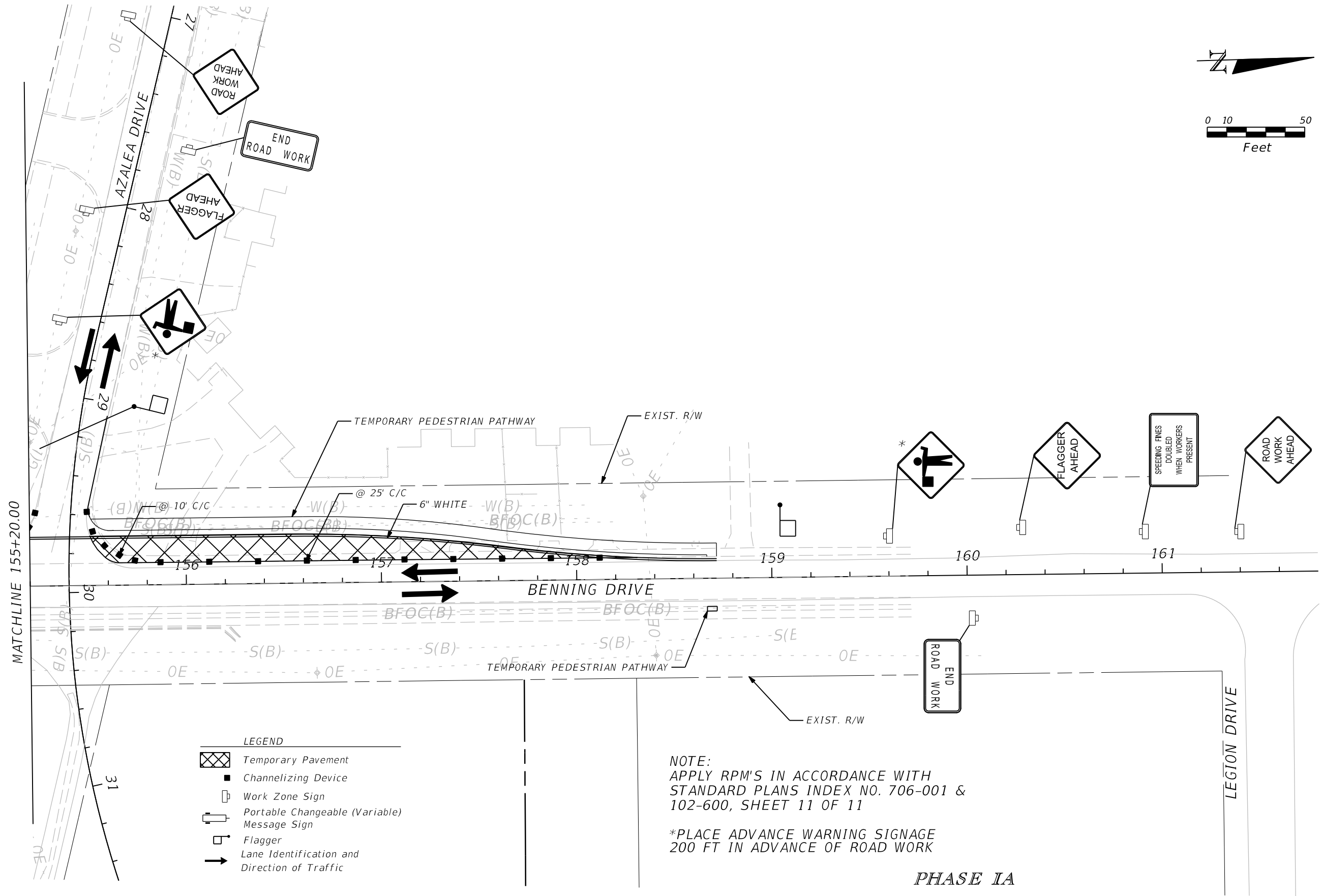
- LEGEND
- Temporary Pavement
 - Channelizing Device
 - Work Zone Sign
 - Portable Changeable (Variable) Message Sign
 - Flagger
 - Lane Identification and Direction of Traffic

NOTE:
APPLY RPM'S IN ACCORDANCE WITH
STANDARD PLANS INDEX NO. 706-001
& 102-600, SHEET 11 OF 11



REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 106
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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- LEGEND**
- Temporary Pavement
 - Channelizing Device
 - Work Zone Sign
 - Portable Changeable (Variable) Message Sign
 - Flagger
 - Lane Identification and Direction of Traffic

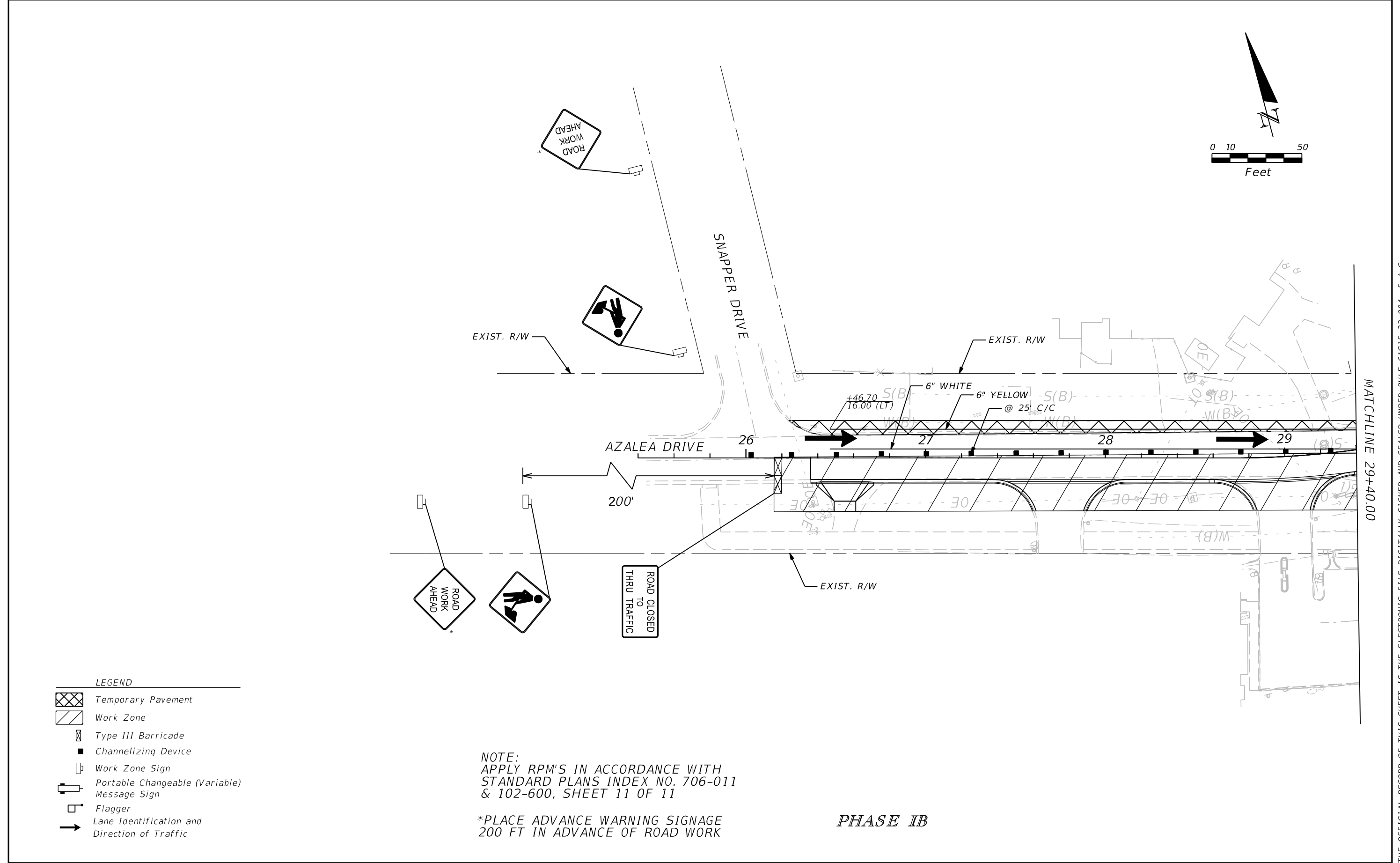
NOTE:
APPLY RPM'S IN ACCORDANCE WITH
STANDARD PLANS INDEX NO. 706-001 &
102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

PHASE 1A

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 107
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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- LEGEND
- Temporary Pavement
 - Work Zone
 - Type III Barricade
 - Channelizing Device
 - Work Zone Sign
 - Portable Changeable (Variable) Message Sign
 - Flagger
 - Lane Identification and Direction of Traffic

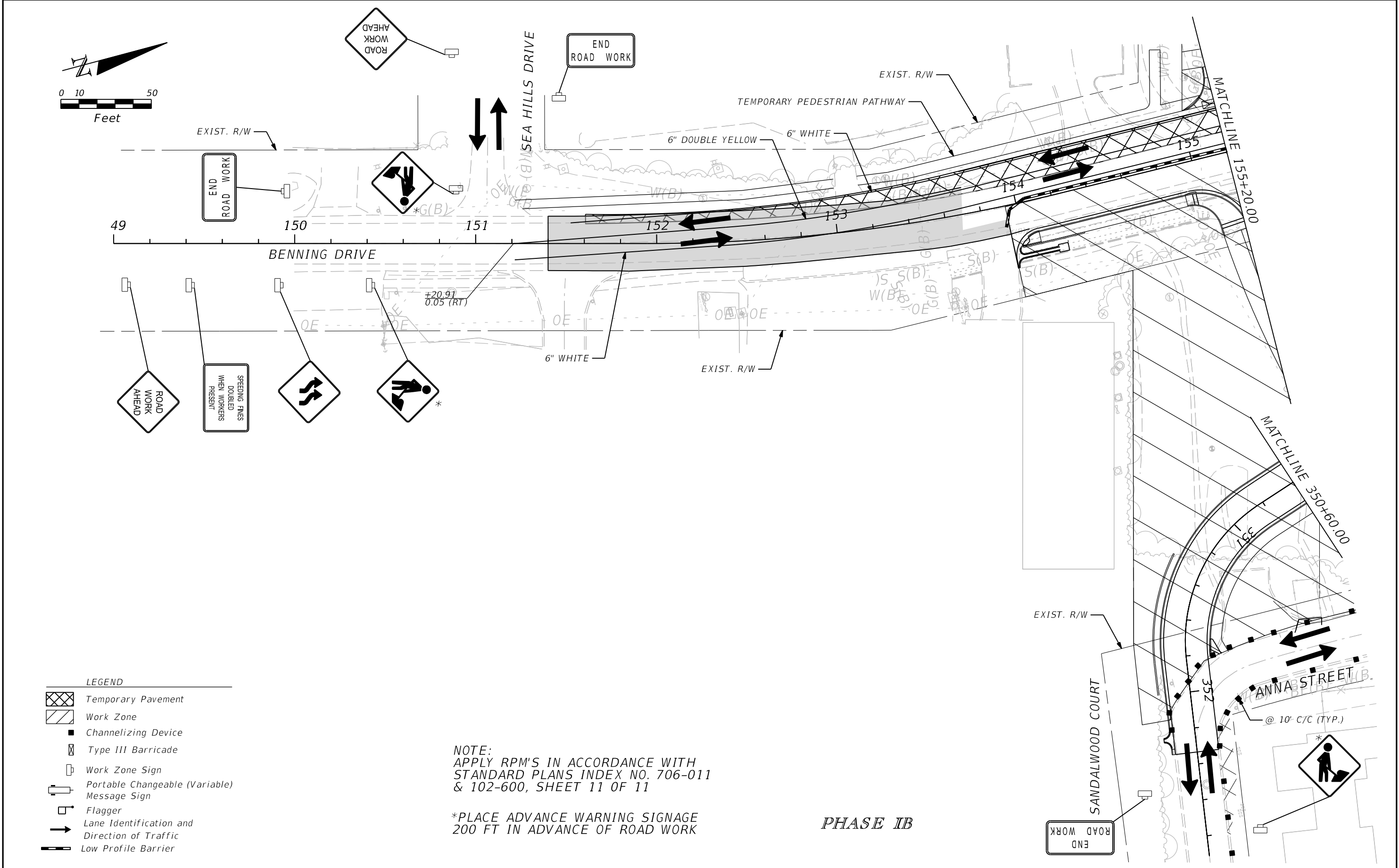
NOTE:
APPLY RPM'S IN ACCORDANCE WITH
STANDARD PLANS INDEX NO. 706-011
& 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

PHASE IB

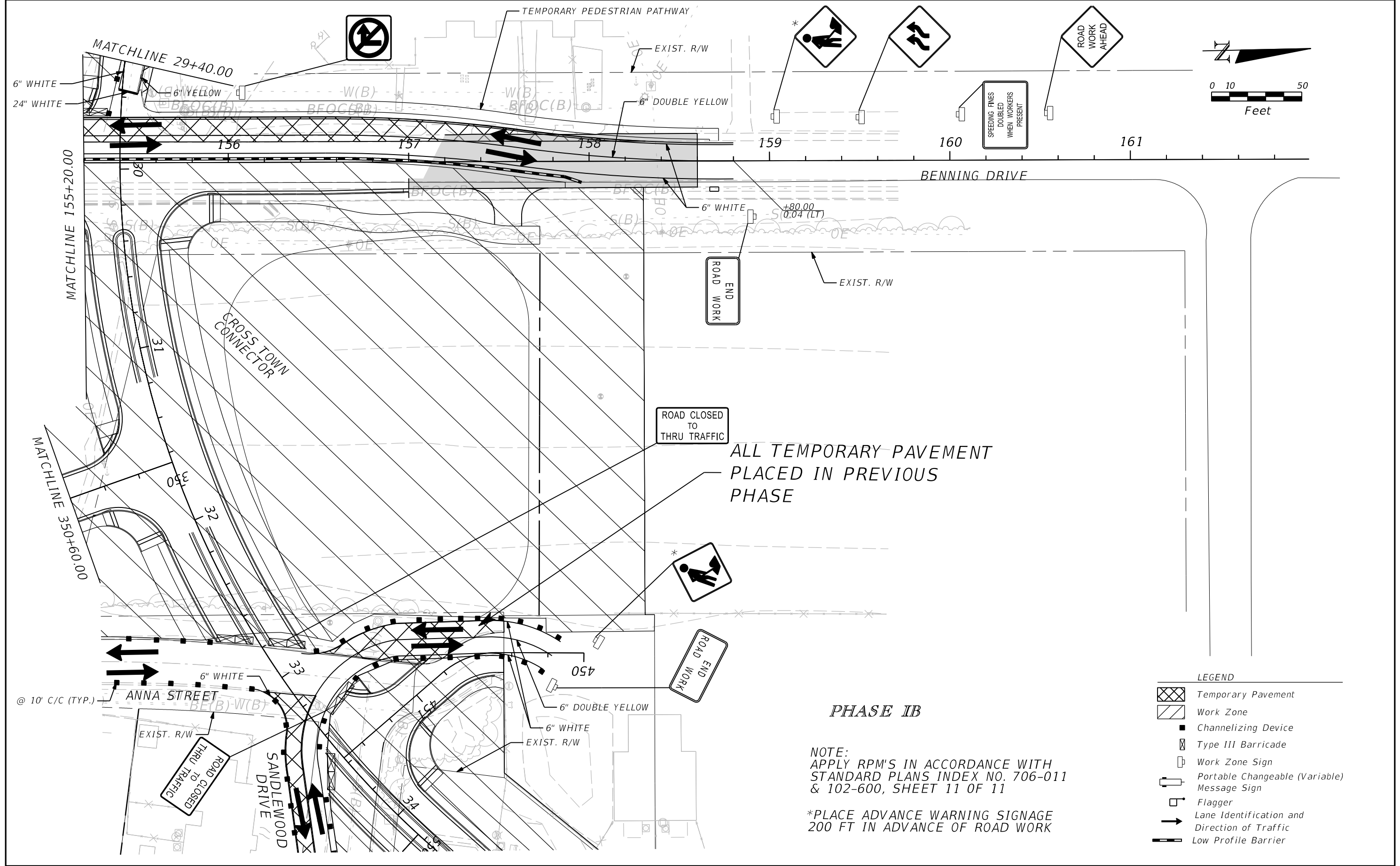
REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		108

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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- LEGEND
- Temporary Pavement
 - Work Zone
 - Channelizing Device
 - Type III Barricade
 - Work Zone Sign
 - Portable Changeable (Variable) Message Sign
 - Flagger
 - Lane Identification and Direction of Traffic
 - Low Profile Barrier

PHASE IB

NOTE:
APPLY RPM'S IN ACCORDANCE WITH
STANDARD PLANS INDEX NO. 706-011
& 102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

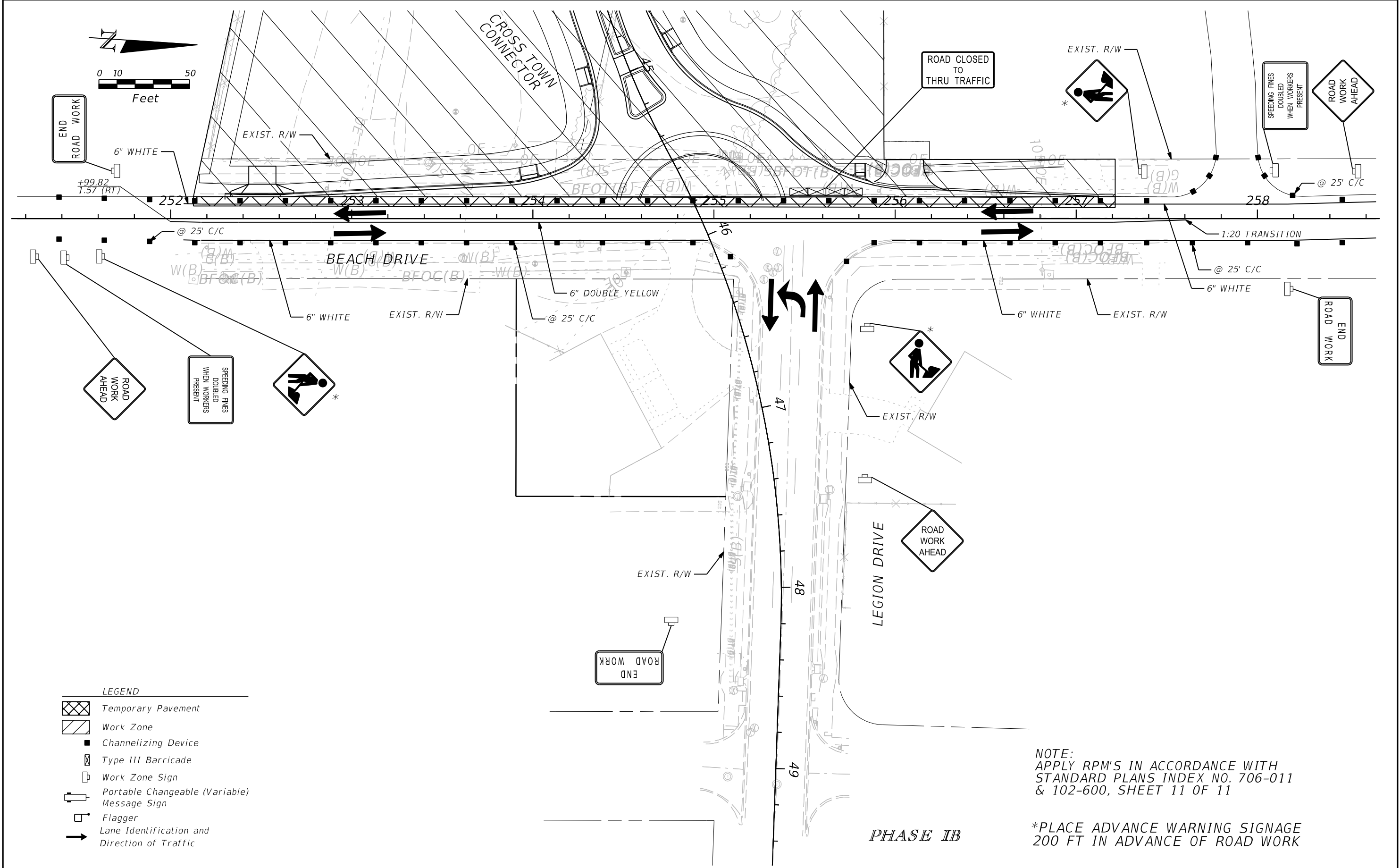
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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

USER: LAZO6528

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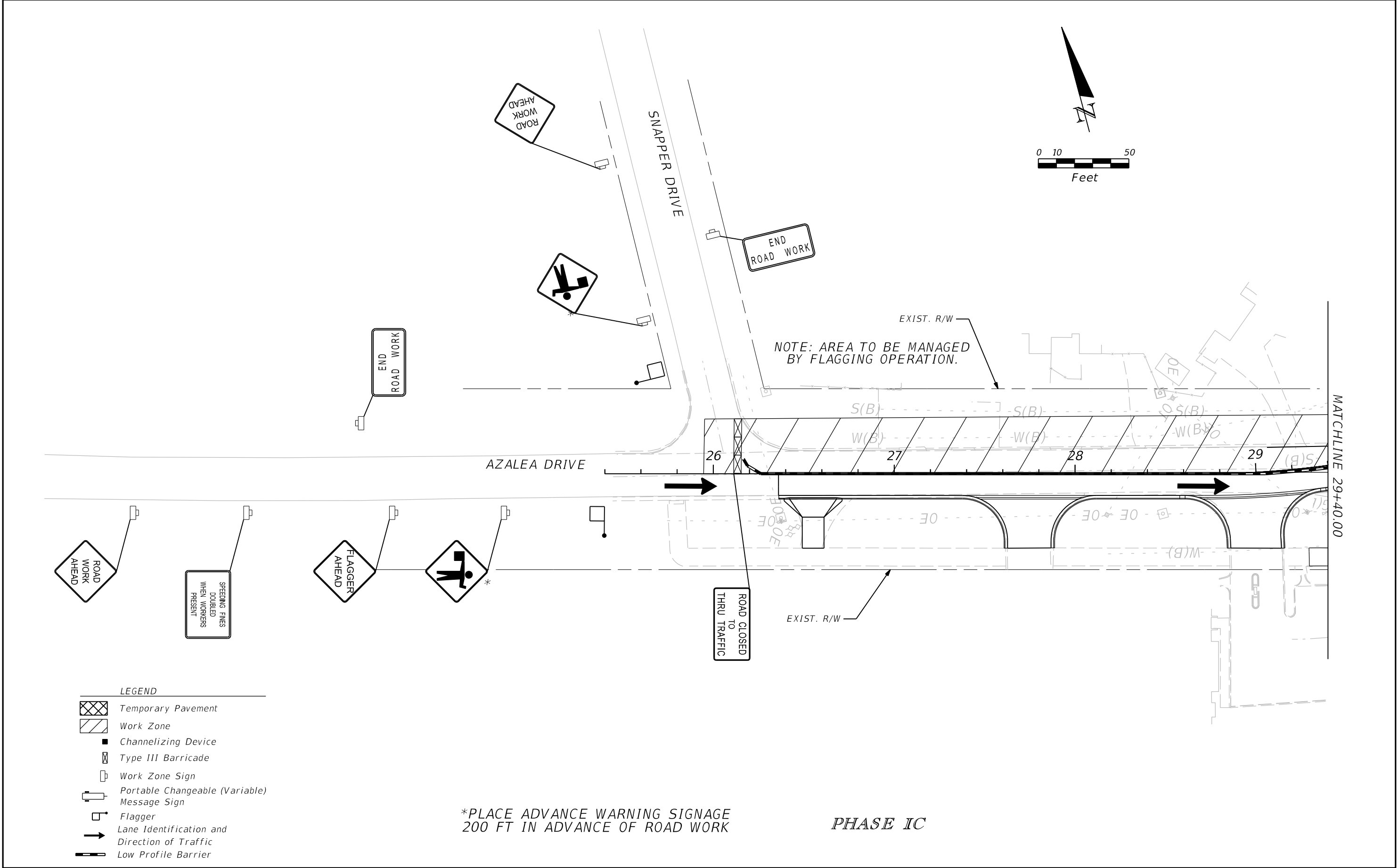
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 111
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

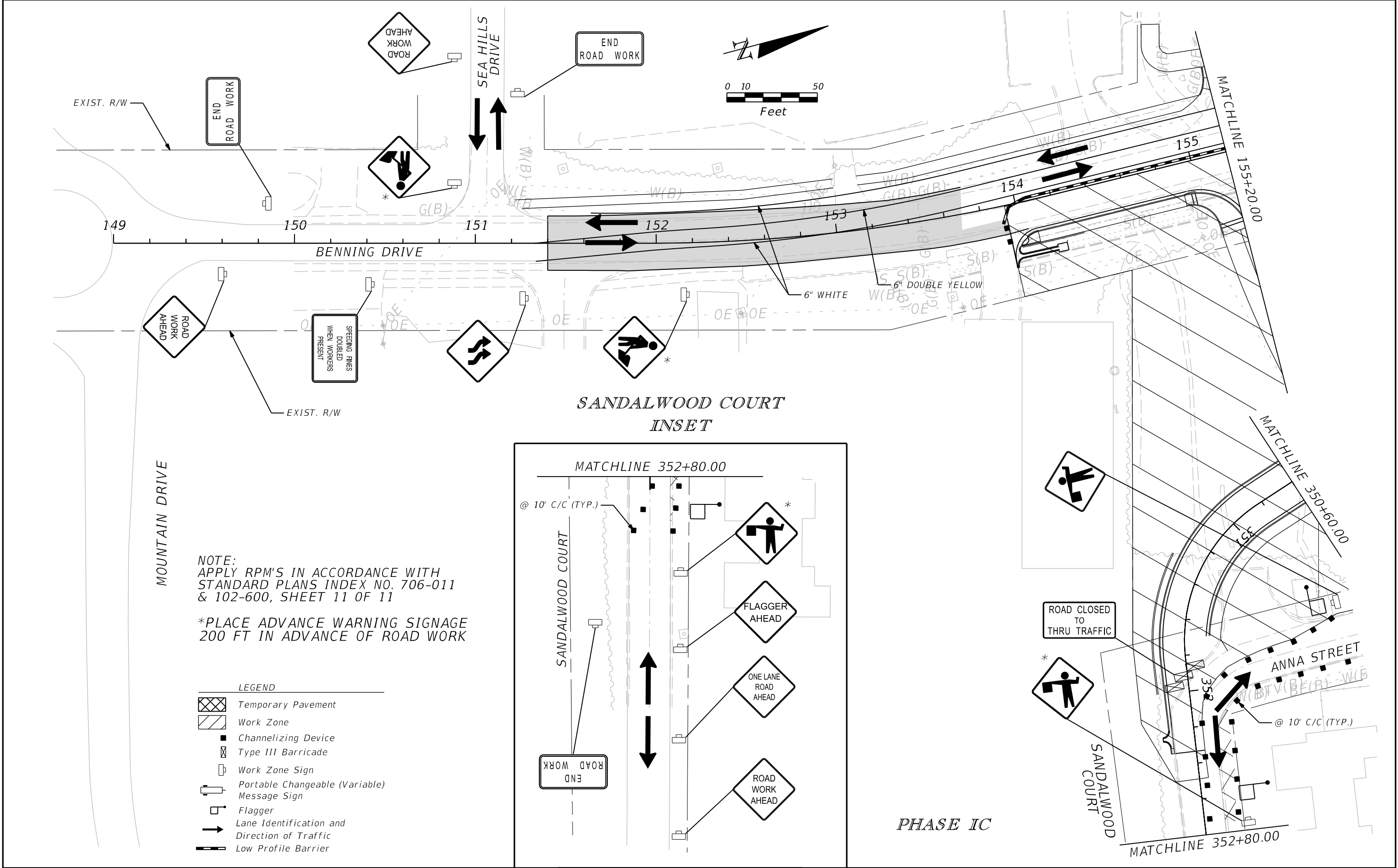


LEGEND

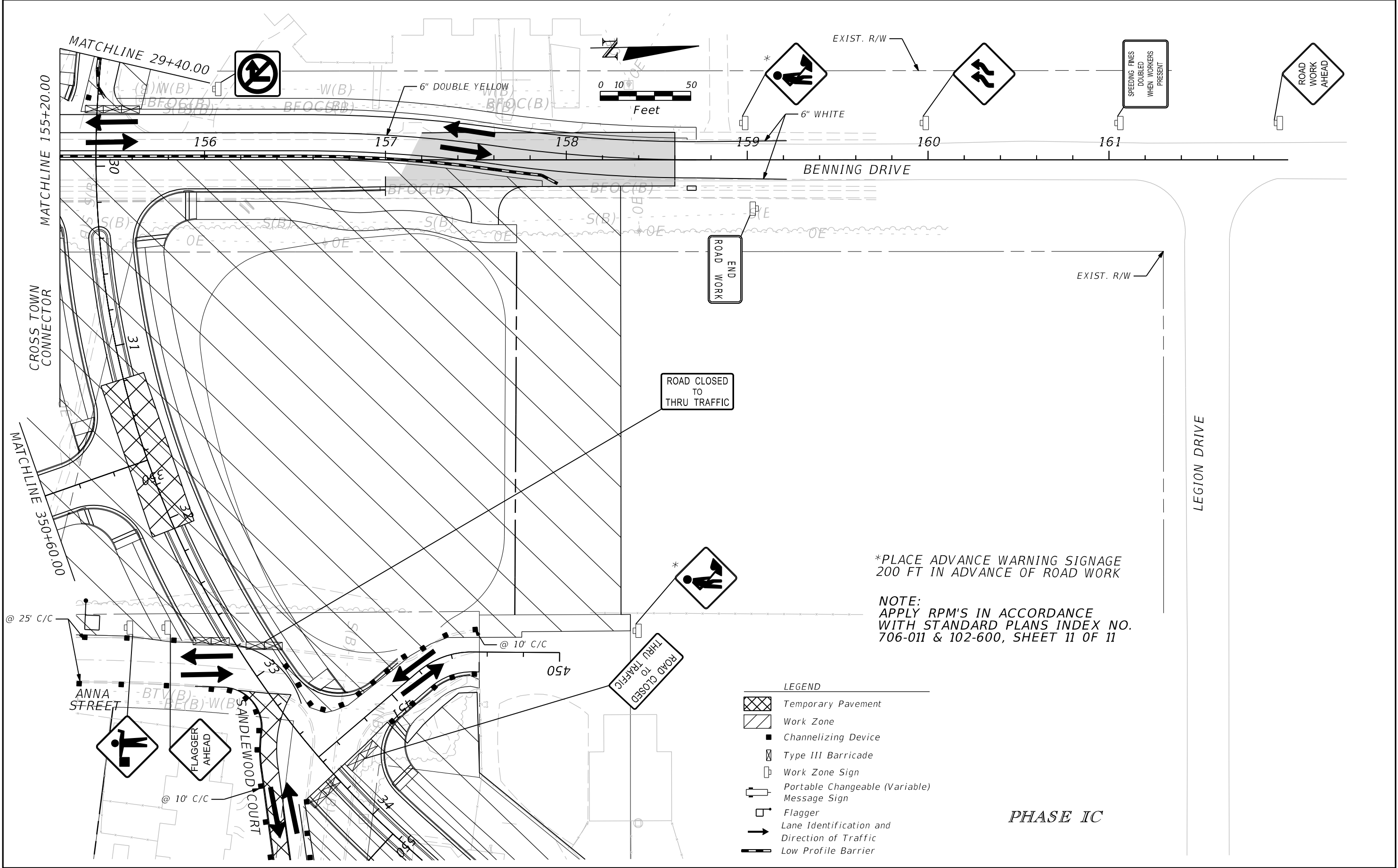
- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		112

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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



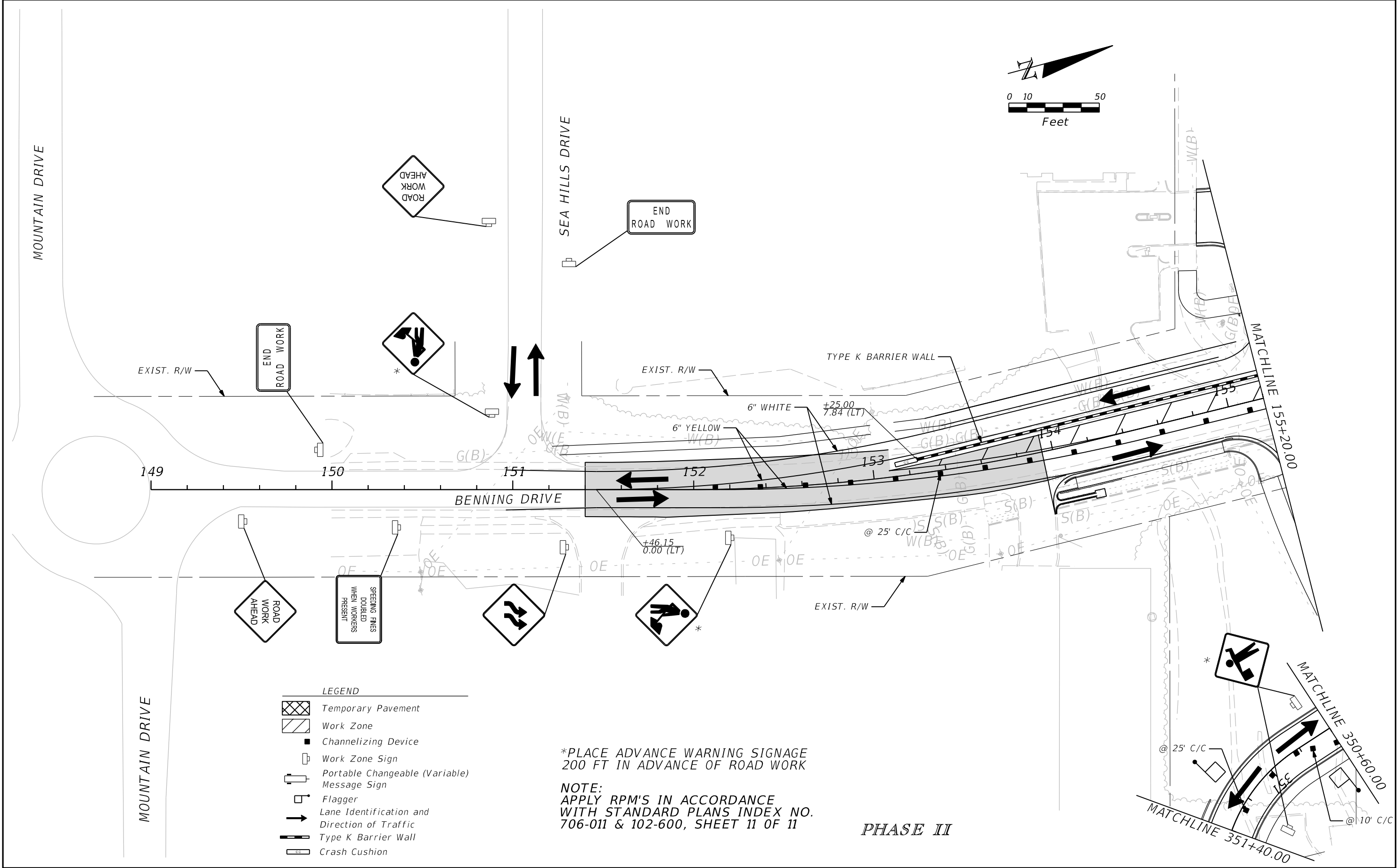
*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

NOTE:
APPLY RPM'S IN ACCORDANCE
WITH STANDARD PLANS INDEX NO.
706-011 & 102-600, SHEET 11 OF 11

- LEGEND
- Temporary Pavement
 - Work Zone
 - Channelizing Device
 - Type III Barricade
 - Work Zone Sign
 - Portable Changeable (Variable) Message Sign
 - Flagger
 - Lane Identification and Direction of Traffic
 - Low Profile Barrier

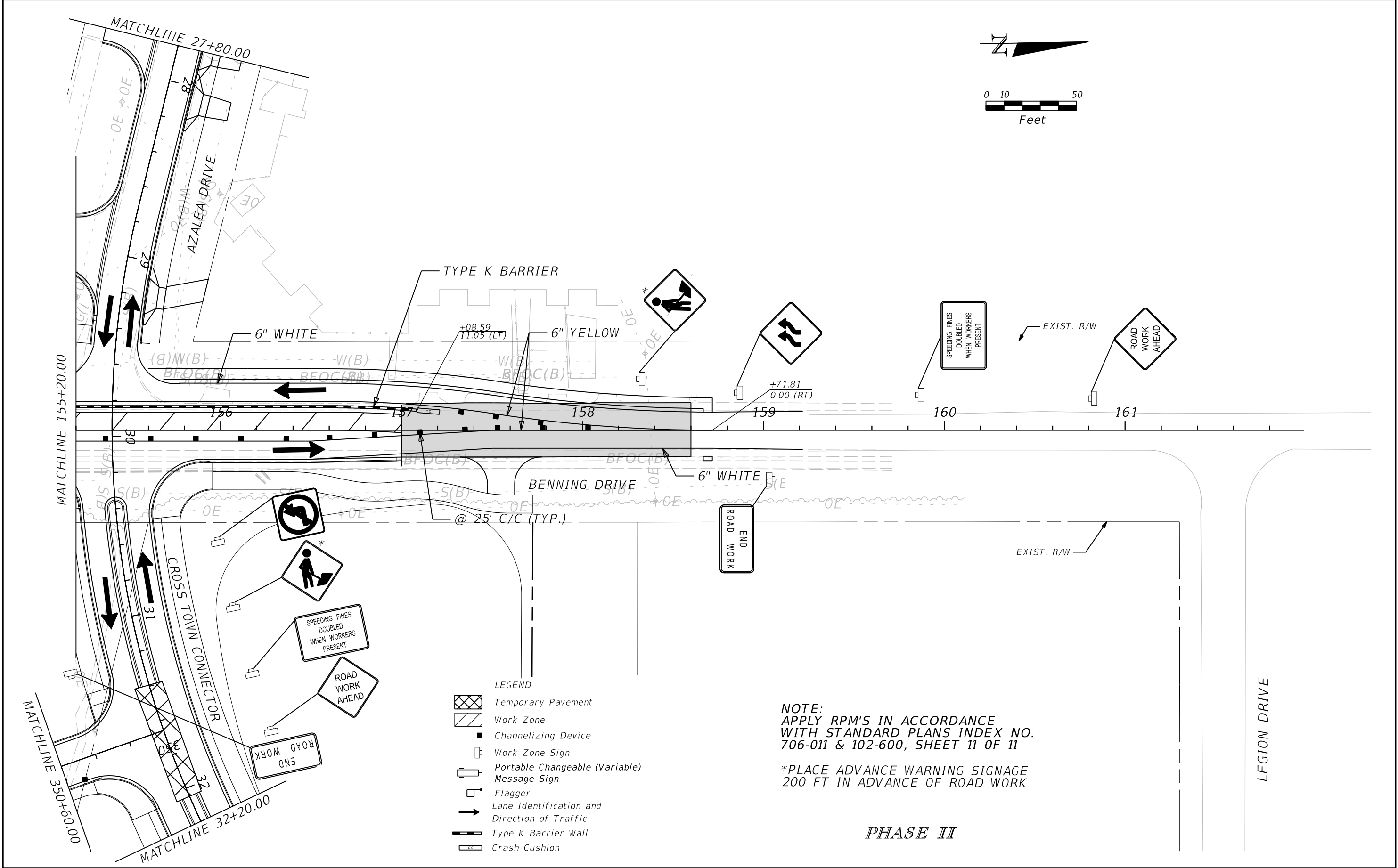
REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 114
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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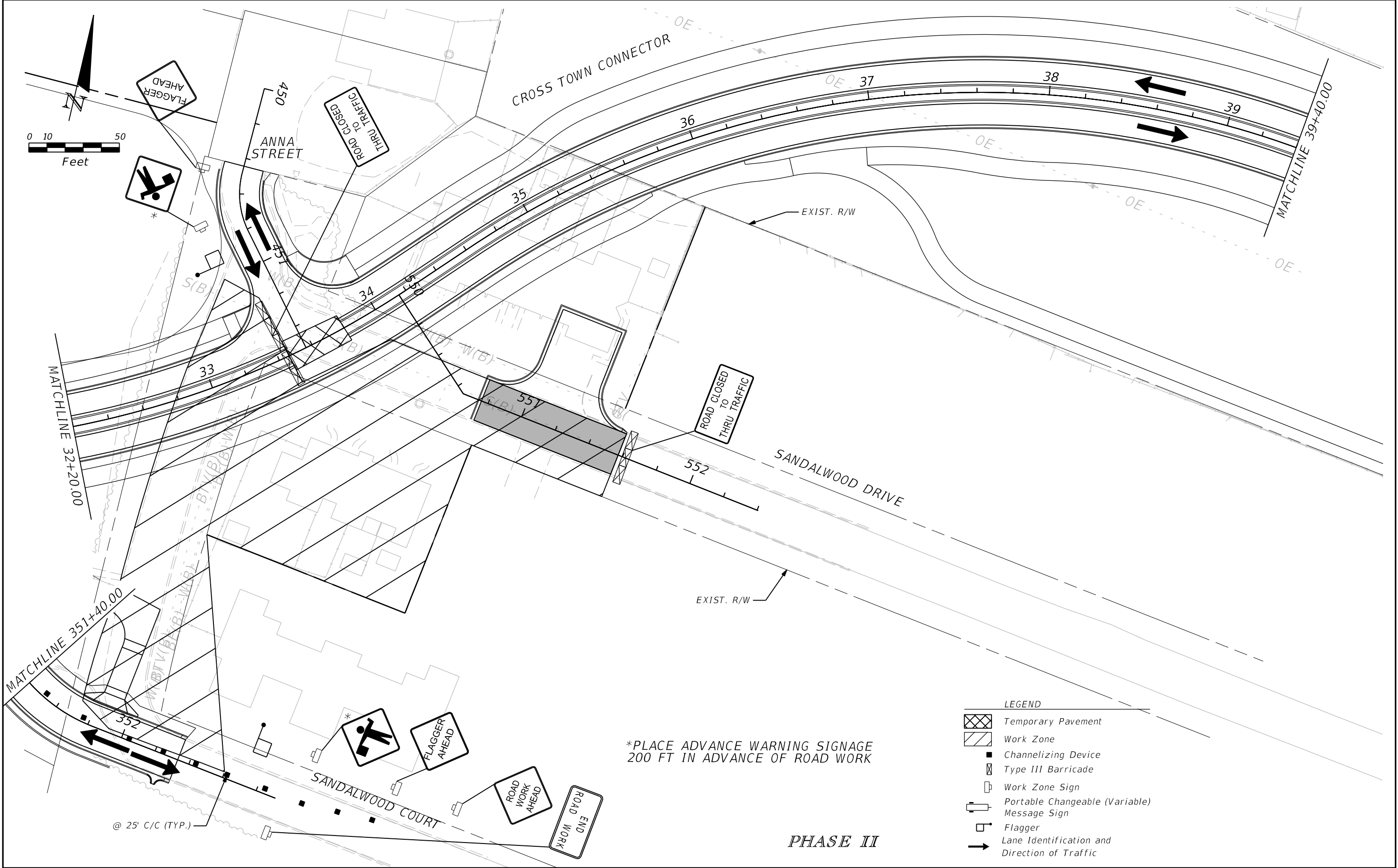
REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 116
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 117
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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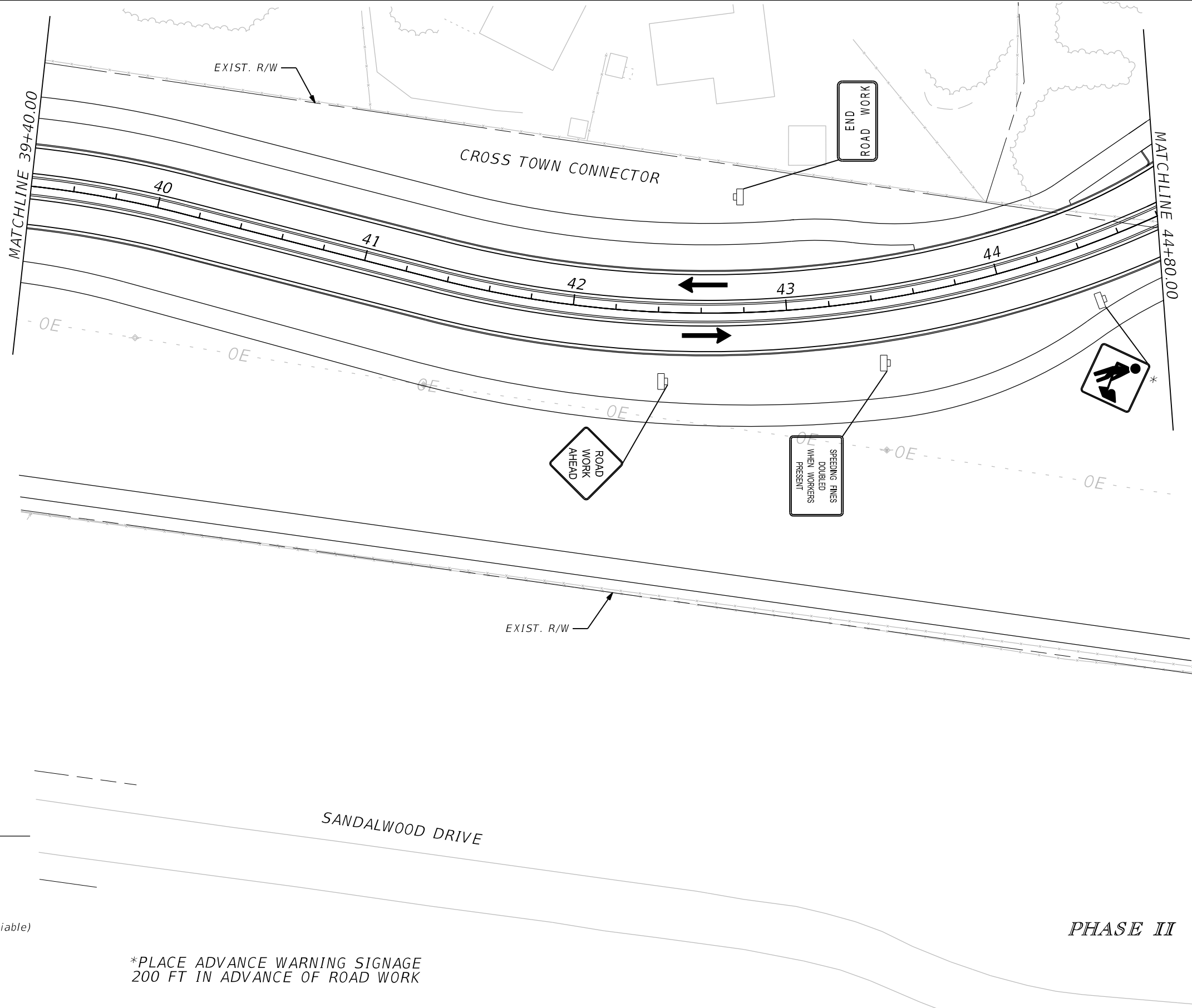
*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

PHASE II

- LEGEND
- Temporary Pavement
 - Work Zone
 - Channelizing Device
 - Type III Barricade
 - Work Zone Sign
 - Portable Changeable (Variable) Message Sign
 - Flagger
 - Lane Identification and Direction of Traffic

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		118

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LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

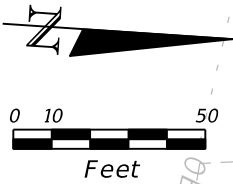
*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

PHASE II

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		119

MATCHLINE 44+80.00

CROSS TOWN
CONNECTOR



@ 25' C/C (TYP.)

LEGION DRIVE

BEACH DRIVE

EXIST. R/W

LEGION DRIVE

SEAGULL LANE

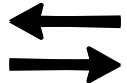
PHASE II

ANN CIRCLE

*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

LEGEND

- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier



ROAD CLOSED
TO
THRU TRAFFIC

*
ROAD
CLOSED
AHEAD

END
ROAD
WORK

ROAD
WORK
AHEAD

SPEEDING FINES
DOUBLED
WHEN WORKERS
PRESENT

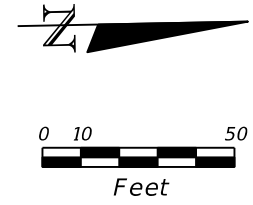
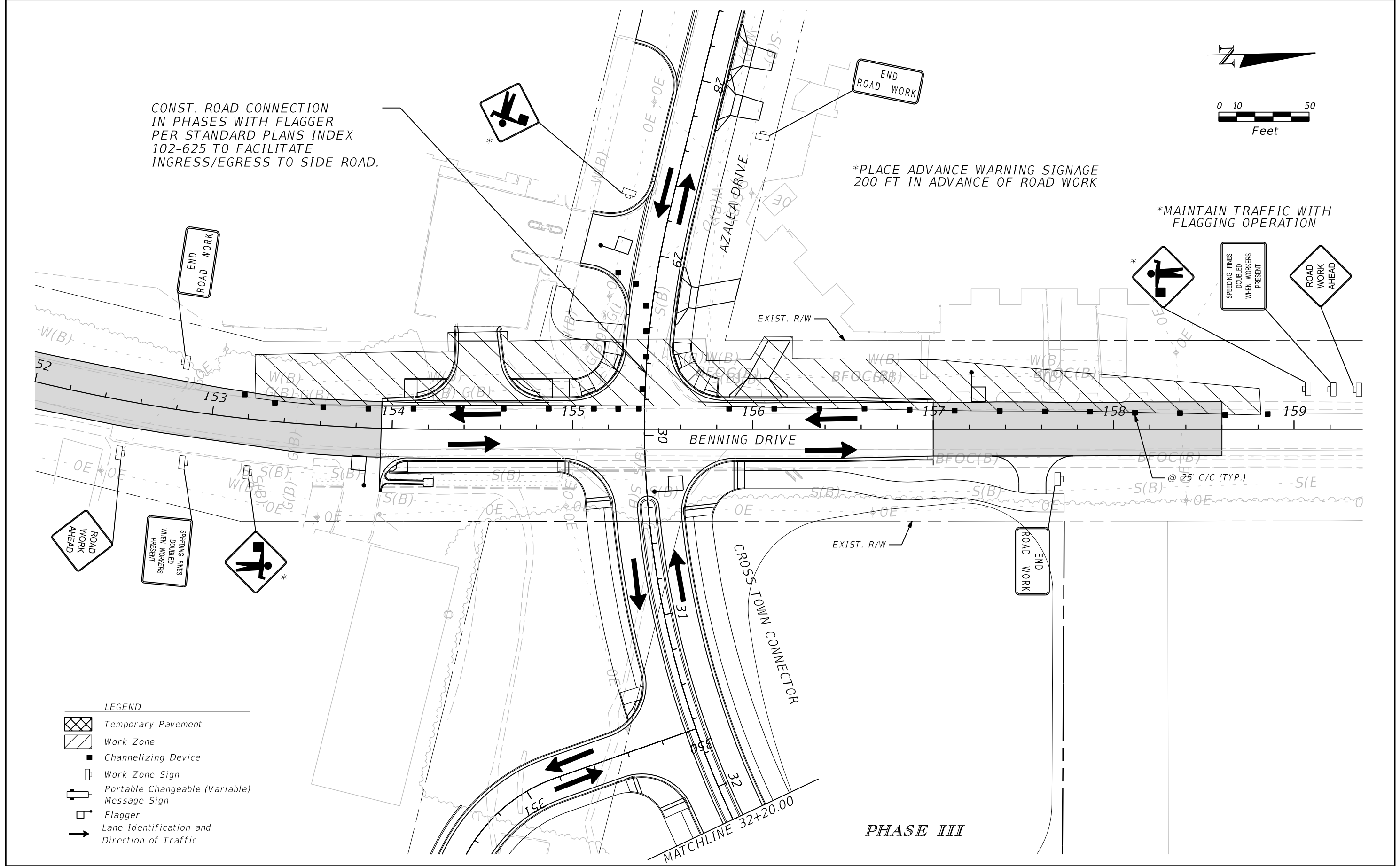
END
ROAD
WORK

ROAD
CLOSED
AHEAD



REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 120
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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CONST. ROAD CONNECTION
IN PHASES WITH FLAGGER
PER STANDARD PLANS INDEX
102-625 TO FACILITATE
INGRESS/EGRESS TO SIDE ROAD.

*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

*MAINTAIN TRAFFIC WITH
FLAGGING OPERATION

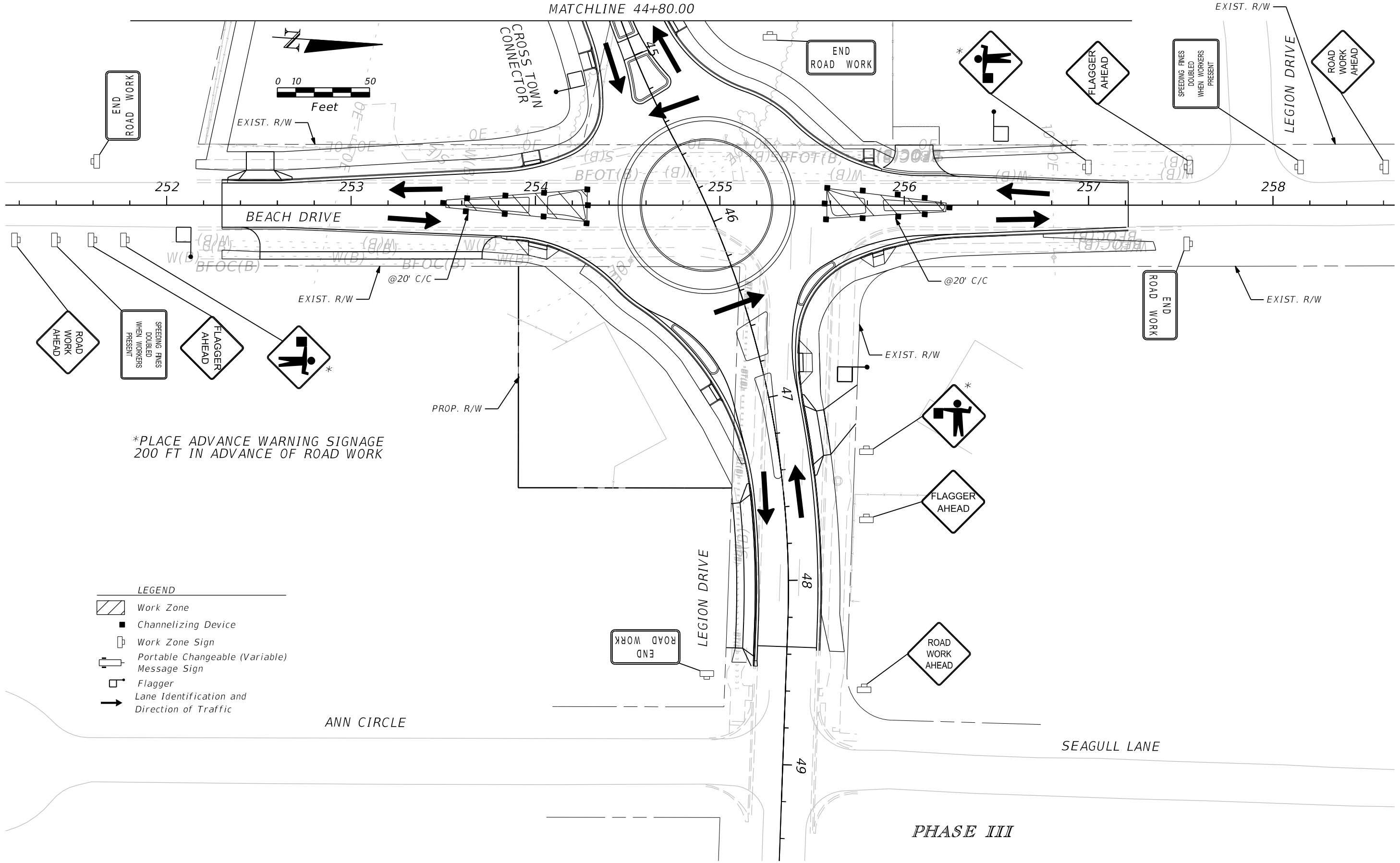
- LEGEND
- Temporary Pavement
 - Work Zone
 - Channelizing Device
 - Work Zone Sign
 - Portable Changeable (Variable) Message Sign
 - Flagger
 - Lane Identification and Direction of Traffic

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 121
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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MATCHLINE 44+80.00

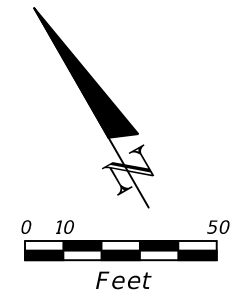
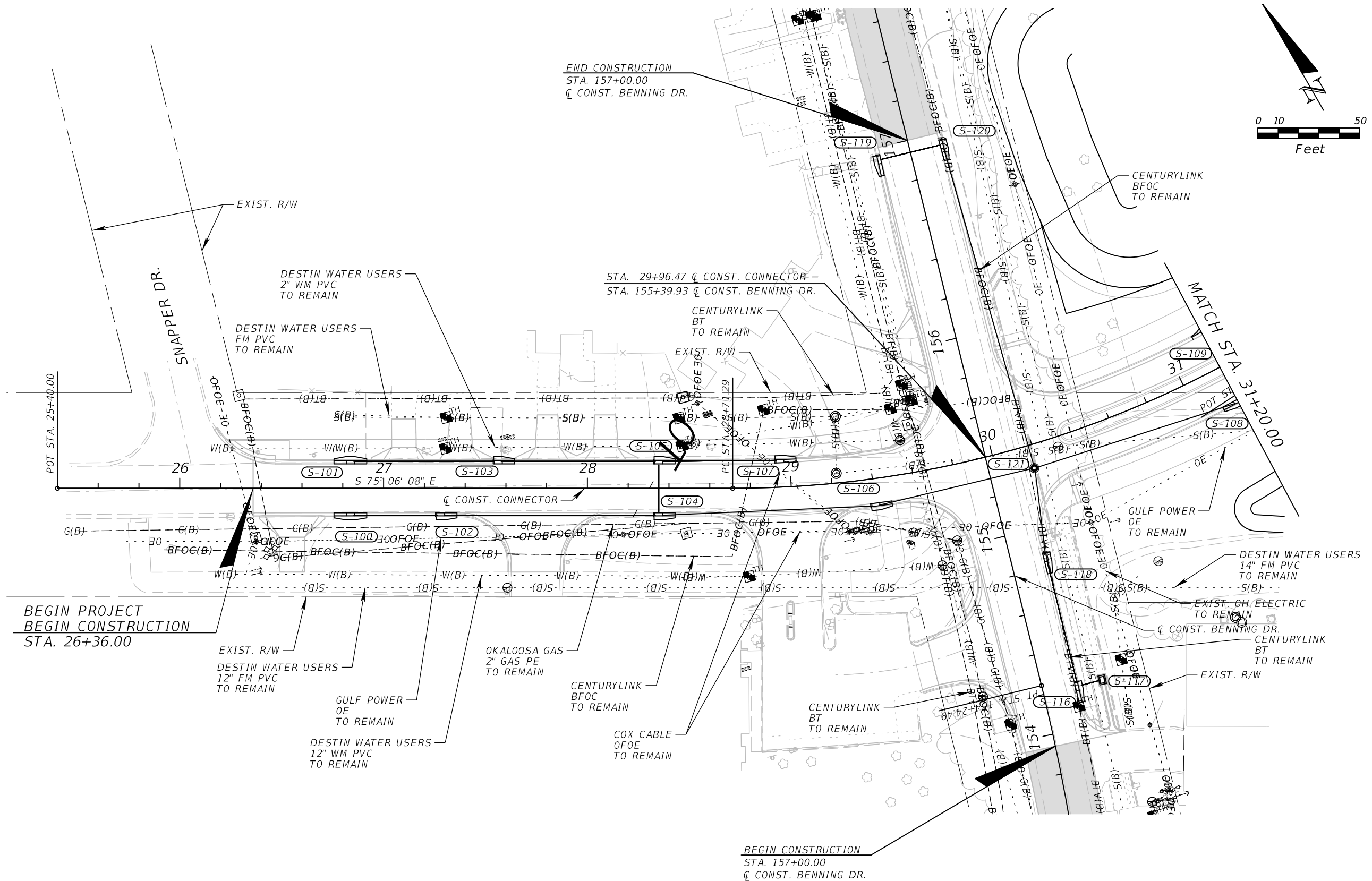


*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

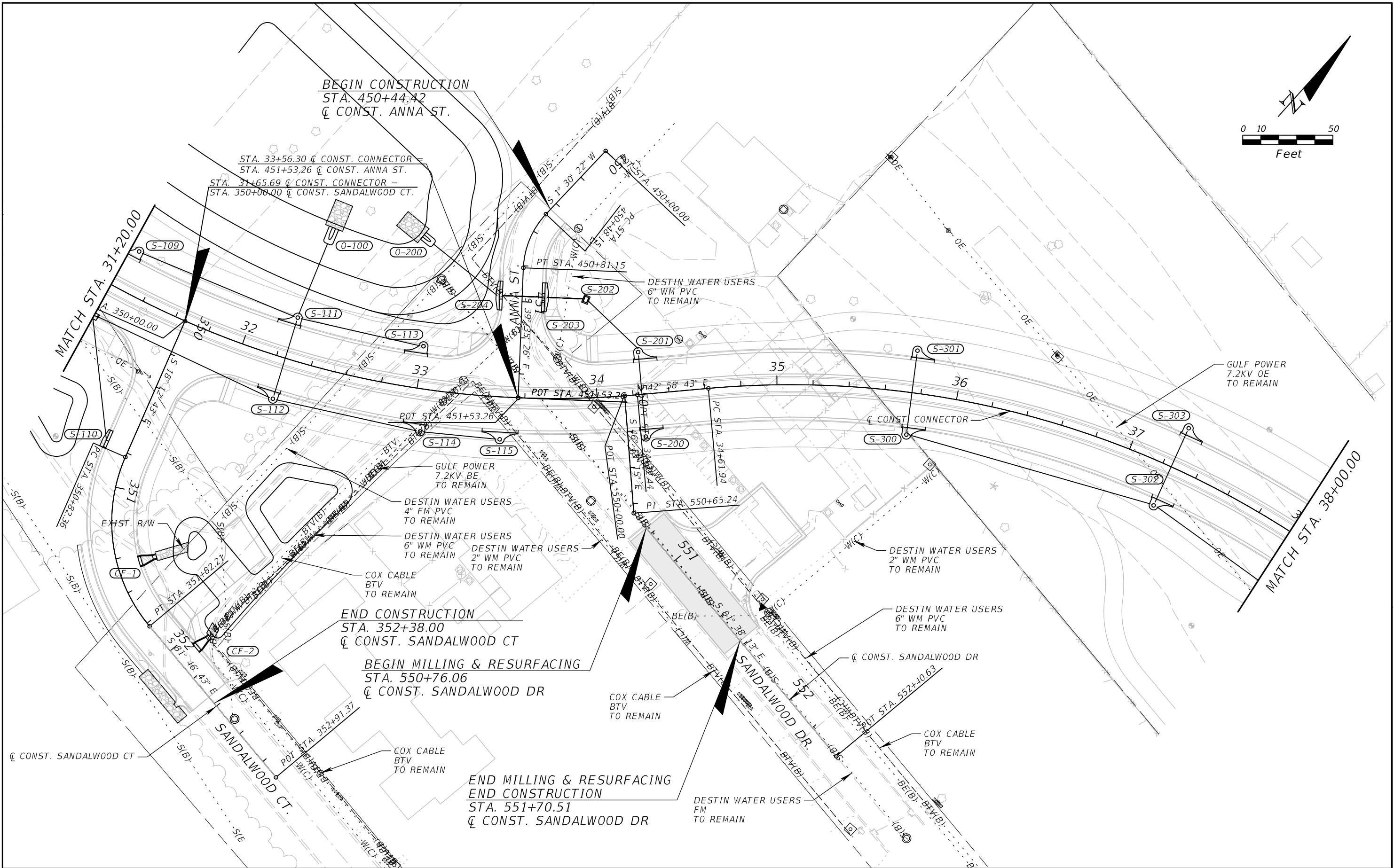
- LEGEND
- Work Zone
 - Channelizing Device
 - Work Zone Sign
 - Portable Changeable (Variable) Message Sign
 - Flagger
 - Lane Identification and Direction of Traffic

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 122
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

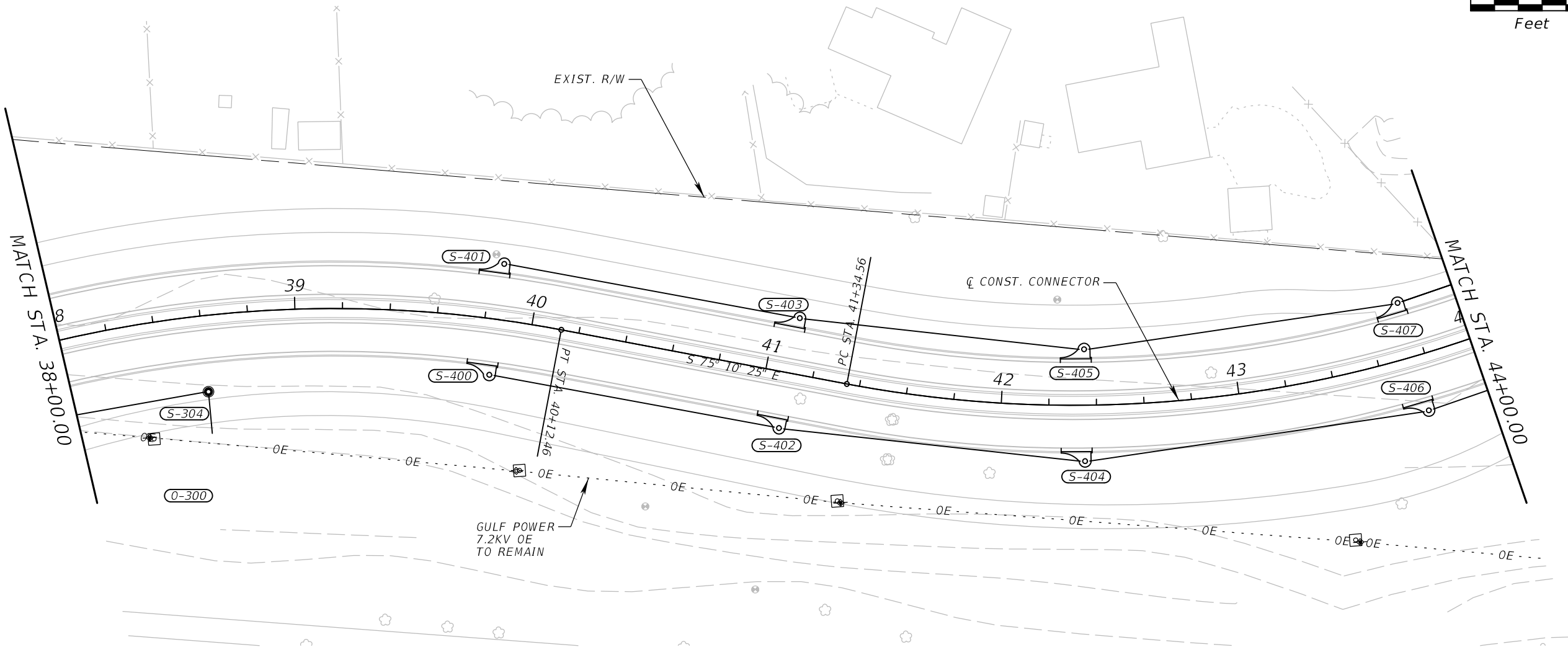
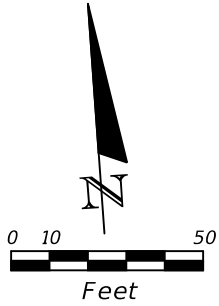


REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		UTILITY ADJUSTMENTS (1)	SHEET NO. 123
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



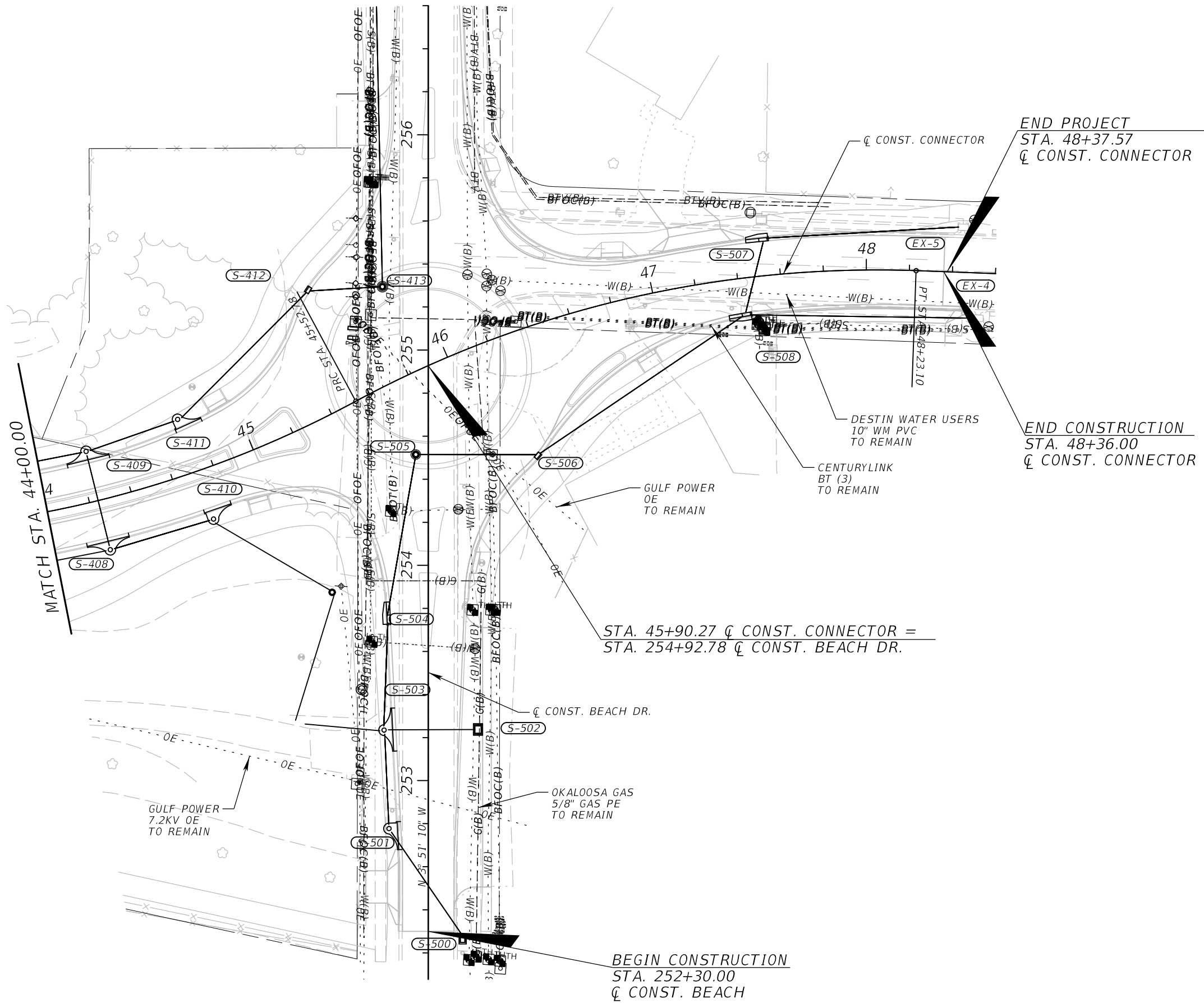
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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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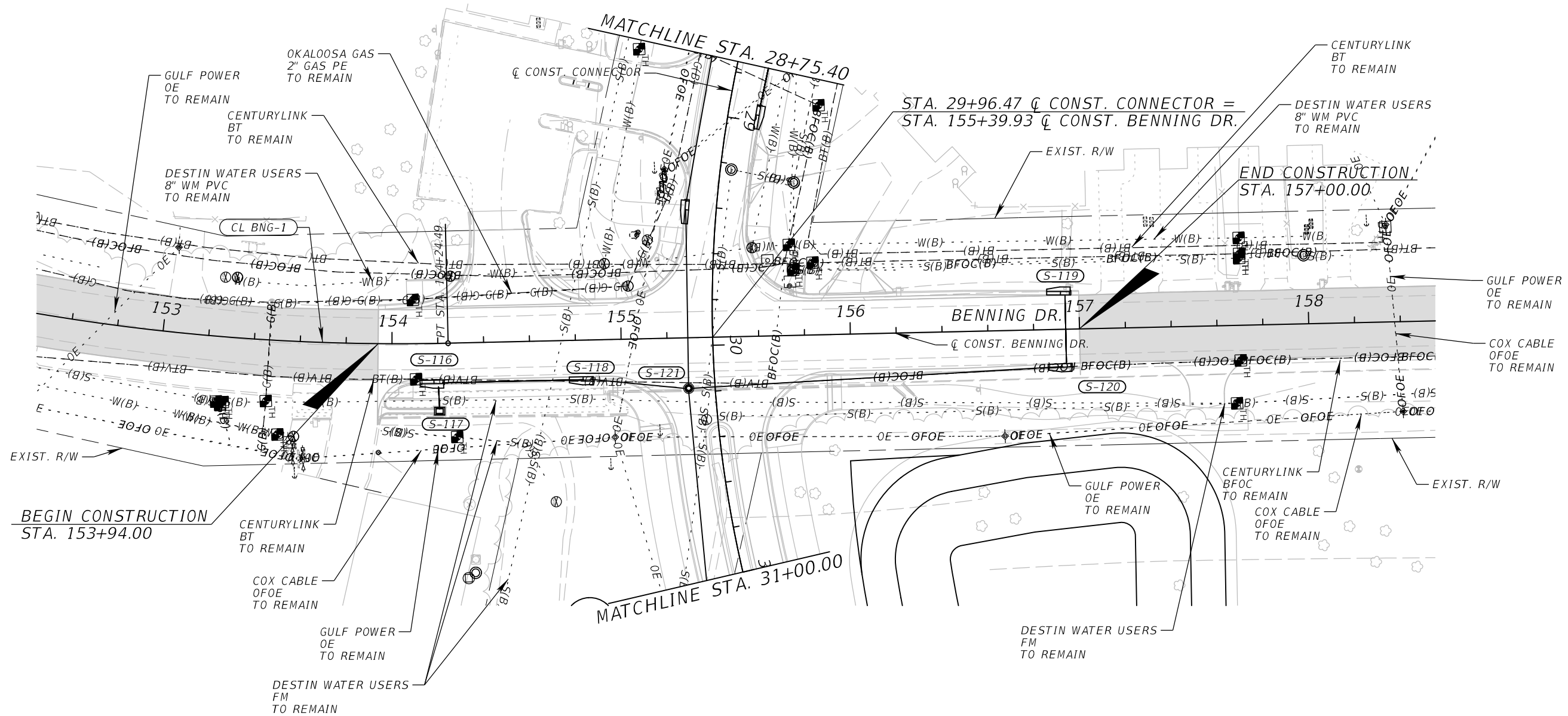
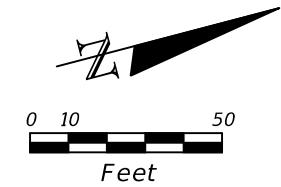
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		UTILITY ADJUSTMENTS (3)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		125

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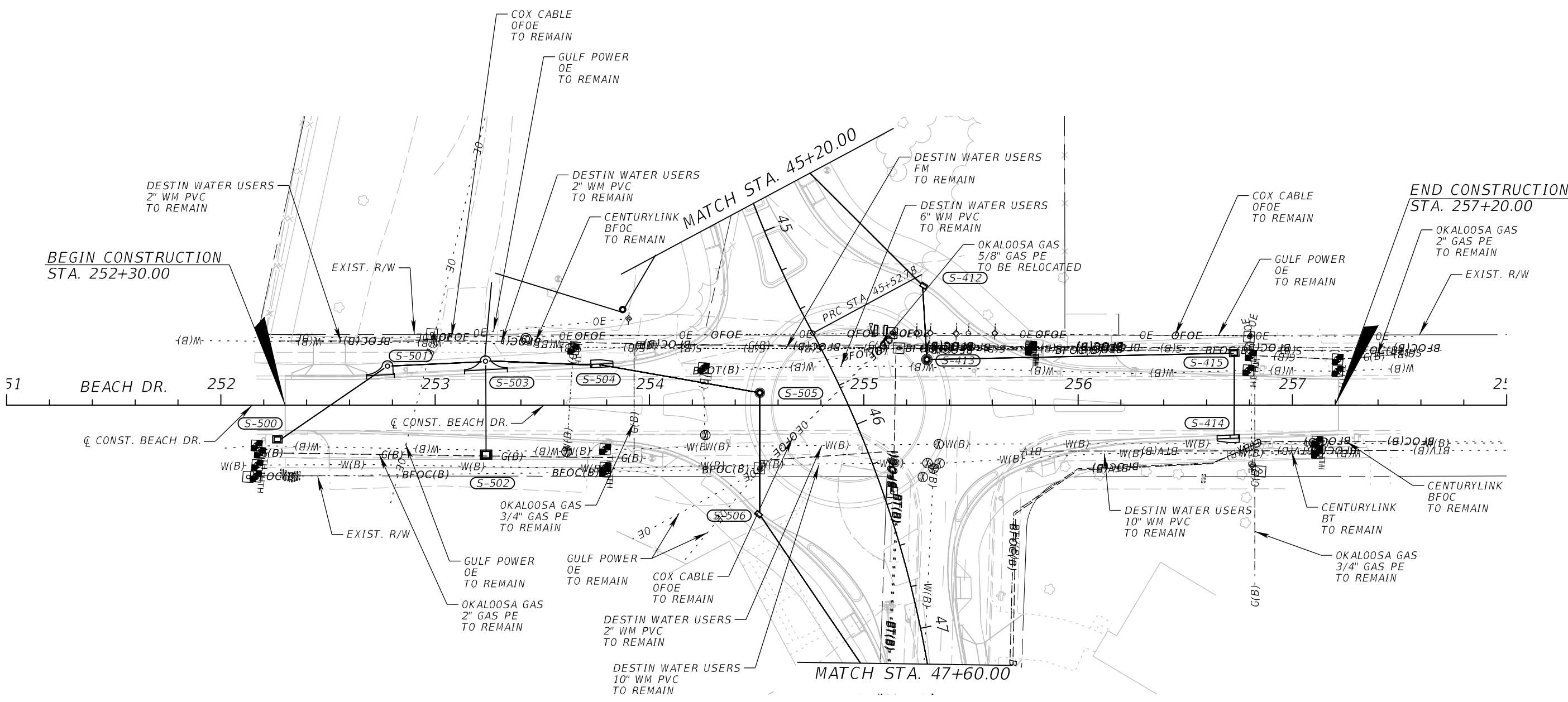
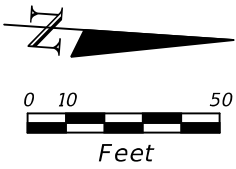
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		UTILITY ADJUSTMENTS (4)	SHEET NO. 126
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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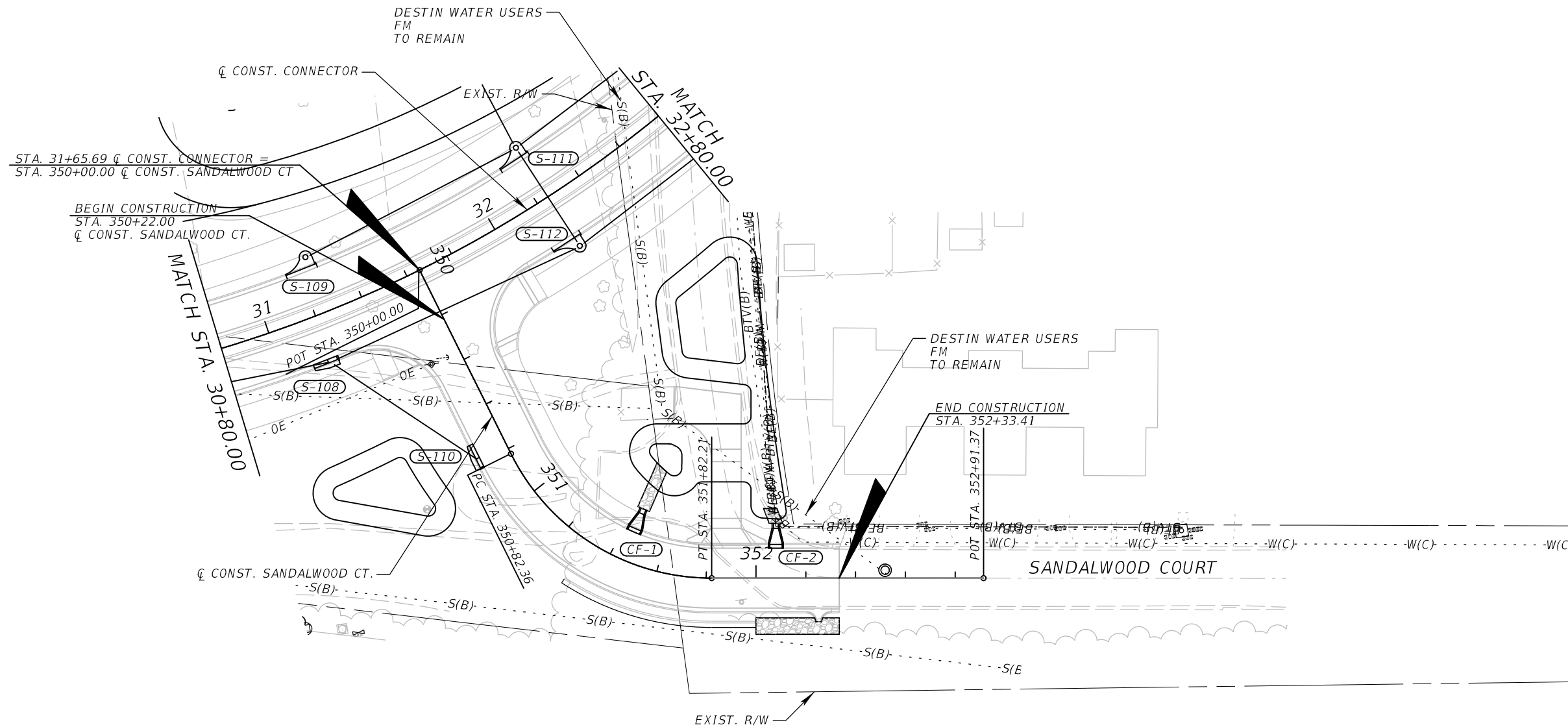
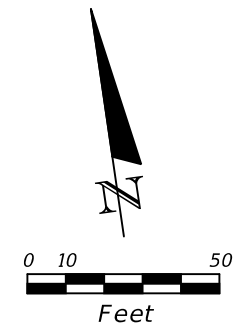
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		UTILITY ADJUSTMENTS (5)	SHEET NO. 127
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



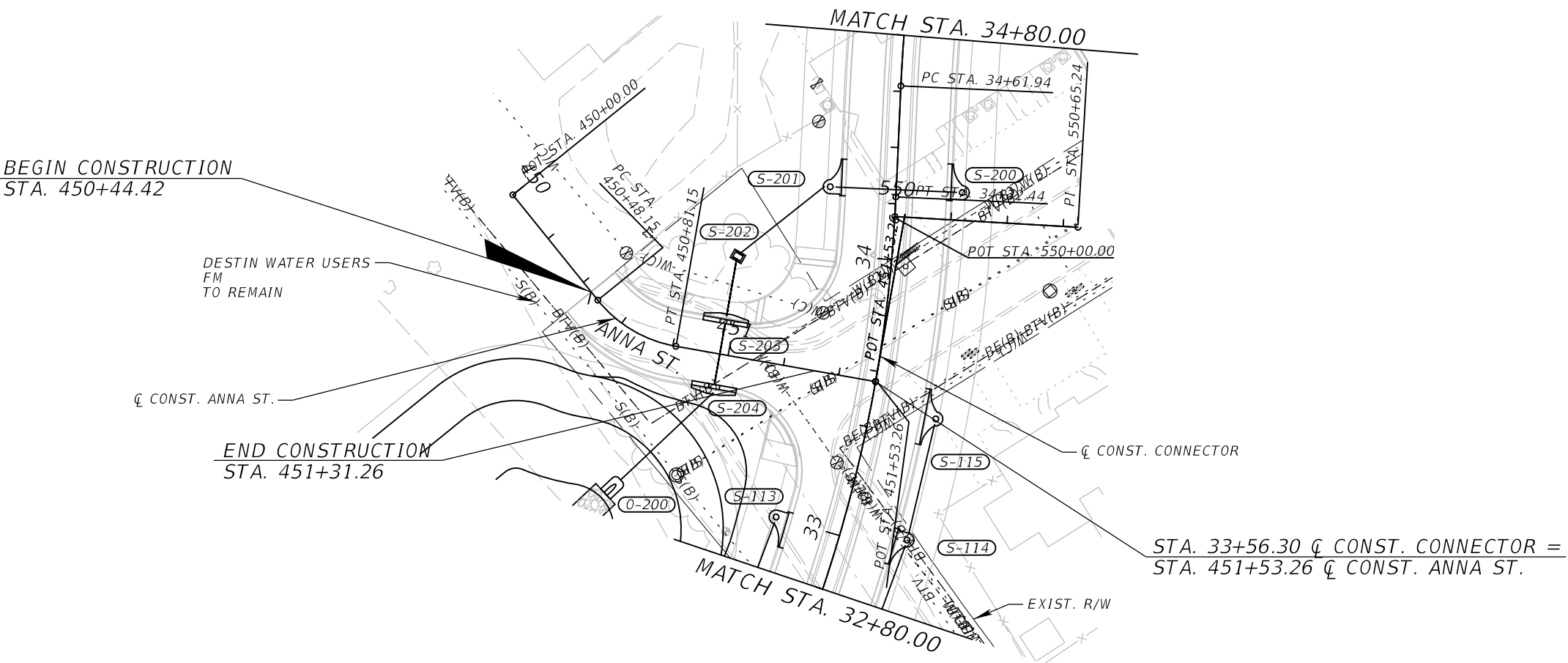
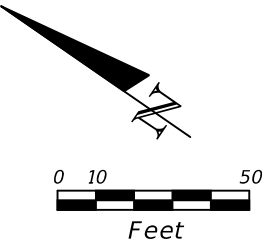
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		UTILITY ADJUSTMENTS (6)	SHEET NO. 128
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



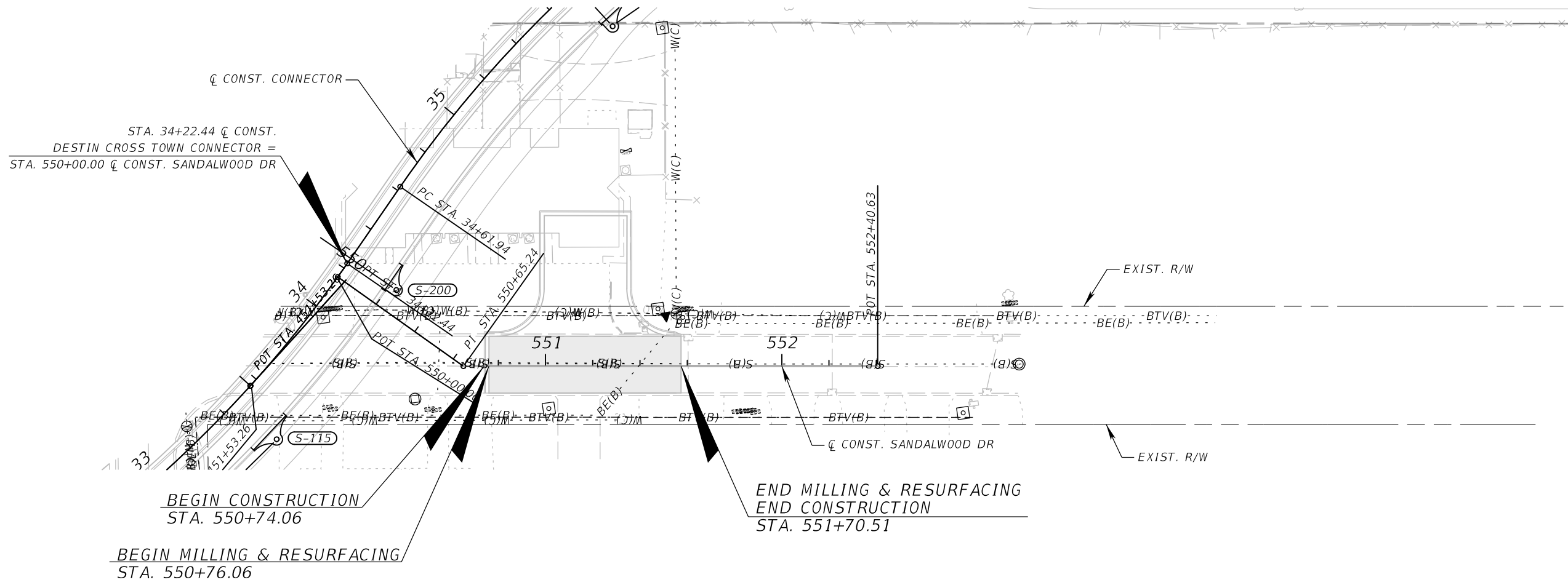
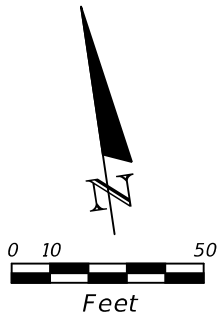
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		UTILITY ADJUSTMENTS (7)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		129

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REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		UTILITY ADJUSTMENTS (8)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		130

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REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		UTILITY ADJUSTMENTS (9)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		131

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PAY ITEM NOTES:

0400-0-11 PAY ITEM FOR CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011 TO INCLUDE COST OF FOR CONSTRUCTING GRAVITY WALL CONCRETE GUTTER PER INDEX 430-001.

SUMMARY OF LUMP SUM ITEMS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
101-1	MOBILIZATION	1			

INDEX OF SUMMARY OF QUANTITIES

SHEET NO.	SHEET DESCRIPTION
SQ-1	PAY ITEM NOTES
	SUMMARY OF LUMP SUM ITEMS
	SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS
SQ-2	SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS
SQ-3	SUMMARY OF SPECIAL DETOURS
	SUMMARY OF TEMPORARY CRASH CUSHIONS
SQ-4	SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES
SQ-5	SUMMARY OF SIDE DRAIN & MITERED END SECTIONS
	SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS
SQ-6 - SQ-7	SUMMARY OF LITTER REMOVAL AND MOWING
SQ-8 - SQ-9	SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS
SQ-10	SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS
	SUMMARY OF MAILBOXES
	SUMMARY OF EARTHWORK
SQ-11	SUMMARY OF PAVEMENT
SQ-12	SUMMARY OF PAVEMENT
	SUMMARY OF WALLS
	SUMMARY OF RAILING
SQ-13 - SQ-15	SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS
SQ-16 - SQ-17	SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS												
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE 1A			PHASE 1B			TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL	DURATION	QUANTITY	TOTAL				
			DAYS	P	P	DAYS	P	P	P	F		
102-1	MAINTENANCE OF TRAFFIC	LS	60	1	60	95	1	95	155		435 TOTAL DA, INCLUDES 14 DA	
102-60	WORK ZONE SIGN	ED	60	20	1200	95	33	3135	4335			
102-60	WORK ZONE SIGNS DETOUR FOR PHASE	ED				95	29	2755	2755			
102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF					412	412	412			
102-71-15	TEMPORARY BARRIER, F&I, ANCHORED	LF										
102-74-1	CHANNELIZING DEVICE-TYPES I,II,DI,VP,DRUM, OR LCD	ED	60	113	6780	95	155	14725	21505			
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	14	4	56				56		14 DAYS ADVANCE OF PROJ.	
102-99	PCMS DETOUR FOR PHASE	ED				95	3	285	285			
102-115	TYPE III BARRICADE	ED					16	16	16			
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM		0.415	0.415		0.622	0.622	1.037			
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK, 24"	LF					18	18	18			
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM		0.552	0.552		0.682	0.682	1.234			

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE					
					COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		132

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS												
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE IC			PHASE II			TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL	DURATION	QUANTITY	TOTAL				
			DAYS	P	P	DAYS	P	P	P	F		
102-1	MAINTENANCE OF TRAFFIC	LS	100	1	100	90	1	90	190		435 TOTAL DAYS	
102-60	WORK ZONE SIGN	ED	100	44	4400	90	36	3240	7640			
102-60	WORK ZONE SIGNS DETOUR FOR PHASE	ED	100	36	3600	90	37	3330	6930			
102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF		776	776				776			
102-71-15	TEMPORARY BARRIER, F&I, ANCHORED	LF					368	368	368			
102-74-1	CHANNELIZING DEVICE-TYPES I,II,DI,VP,DRUM, OR LCD	ED	100	135	13500	90	50	4500	18000			
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED										
102-99	PCMS DETOUR FOR PHASE	ED	100	4	400	90	5	450	850			
102-115	TYPE III BARRICADE	ED	100	23	2300	90	12	1080	3380			
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM		0.432	0.432		0.371	0	0.803			
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK, 24"	LF		10	10		28	28	38			
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM		0.407	0.407		0.376	0	0.783			

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS											
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE III			TOTAL		GRAND TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL						
			DAYS	P	P	P	F	P	F		
102-1	MAINTENANCE OF TRAFFIC	LS	90	1	90	90		435		435 TOTAL DAYS	
102-60	WORK ZONE SIGN	ED	90	27	2430	2430		14405			
102-60	WORK ZONE SIGNS DETOUR FOR PHASE	ED	90	30	2700	2700		12385			
102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF						1188			
102-71-15	TEMPORARY BARRIER, F&I, ANCHORED	LF						368			
102-74-1	CHANNELIZING DEVICE-TYPES I,II,DI,VP,DRUM, OR LCD	ED	90	44	3960	3960		43465			
102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED						56			
102-99	PCMS DETOUR FOR PHASE	ED	90	5	450	450		1585			
102-115	TYPE III BARRICADE	ED	90	2	180	180		3576			
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM		0.429	0.429	0.429		2.269			
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, FOR STOP LINE OR CROSSWALK, 24"	LF						56			
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM		0.412	0.412	0.412		2.429			

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		133

SUMMARY OF SPECIAL DETOURS																	
TTC PHASE	LOCATION	SIDE	AREA ID	LENGTH	WIDTH	UNITS	SPECIAL DETOUR TEMPORARY PAVEMENT			SPECIAL DETOUR TEMPORARY EARTHWORK/BASE			PEDESTRIAN SPECIAL DETOUR			DESIGN NOTES	CONSTRUCTION REMARKS
							0102 2200			0102 2300			0102 4				
	STA. TO STA.						P	SY	F	P	CY	F	P	SY	F		
IA	151+60.00 TO 155+20.00	LT	14391			SY	366	2914		10	44						
	155+50.00 TO 158+30.00	LT	14394			SY	305			8							
IA	153+25.00 TO 155+18.00	LT	15547			SY							137	350			
	155+50.00 TO 158+85.00	LT	15549			SY							213				
IB	26+40.00 TO 29+60.00	LT	16947			SY	664			7							
	450+40.00 TO 451+40.00	RT	16948			SY	157			2							
	33+00.00 TO 34+50.00	LT/RT	16954			SY	143			2							
	252+10.00 TO 257+16.00	LT	17046			SY	311			3							
IC	31+20.00 TO 31+10.00	LT/RT	18985			SY	240			3							
	352+00.00 TO 353+00.00	RT	19319			SY	61			1							
II	33+50.00 TO 33+80.00	LT/RT	20799			SY	63			1							
	253+20.00 TO 254+30.00	LT/RT	21979			SY	336			4							
	255+50.00 TO 257+25.00	LT/RT	21980			SY	268			3							

SUMMARY OF TEMPORARY CRASH CUSHIONS											
TTC PHASE	STATION	OFFSET (FT)	SIDE	WORK ZONE SPEED (MPH)	TEST LEVEL (TL-2 OR TL-3)	WIDTH OF HAZARD (IN)	LENGTH RESTRICTION (FT)	TEMPORARY CRASH CUSHION		DESIGN NOTES	CONSTRUCTION REMARKS
								0102 89 1			
								P	F		
II	153+25	11.00	LT	30	TL-2	WORK ZONE	368.00	1			
II	157+09	11.00	LT	30	TL-2	WORK ZONE	368.00	1			
SUB-TOTAL:								2			
TOTAL:								2			

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								134

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES							
LOCATION	SIDE	SEDIMENT BARRIER		INLET PROTECTION SYSTEM		DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.		0104 10 3		0104 18			
		LF		EA			
		P	F	P	F		
26+12.39 to 26+91.26	LT	78.9					
26+17.15 to 26+49.16	RT	56.7					
26+61.15 to 27+60.69	RT	99.5					
27+16.73 to 27+32.60	LT	15.9					
27+42.49 to 27+75.37	LT	32.9					
27+85.50 to 28+03.62	LT	18.1					
27+88.70 to 28+83.17	RT	95.4					
28+29.65 to 29+05.27	LT	72.7					
29+19.19 to 29+45.53	LT	49.7					
29+28.20 to 29+55.58	RT	51.2					
29+28.59 to 29+75.71	LT	115.7					
29+55.99 to 29+78.22	RT	62.7					
32+28.85 to 32+41.32	RT	32.7					
30+21.82 to 32+60.70	LT	247.1					
32+33.37 to 34+21.99	RT	371.2					
33+26.01 to 33+45.27	RT	40.6					
33+90.80 to 45+97.50	LT	1434.6					
34+32.04 to 34+41.42	RT	16.5					
34+61.76 to 34+79.66	RT	20.3					
34+87.84 to 44+73.32	RT	1091.4					
44+98.39 to 45+05.01	RT	10.7					
45+62.11 to 47+44.50	RT	255.4					
46+06.68 to 46+27.67	LT	77.3					
46+38.11 to 46+48.12	LT	15.2					
46+54.57 to 46+55.13	LT	5.7					
46+54.57 to 47+02.42	LT	212.4					
47+21.42 to 48+39.31	LT	125.7					
48+37.76 to 48+84.78	RT	47.0					
48+64.86 to 49+05.50	RT	40.6					
29+20.28	RT			1		EX - 1	
47+42.00	RT			1		EX - 2	
47+53.53	LT			1		EX - 3	
48+44.24	LT			1		EX - 5	
48+52.80	RT			1		EX - 4	
551+60.42	LT			1		SANDALWOOD DR, EX - 6	
552+21.30	RT			1		SANDALWOOD DR, EX - 7	
552+81.14	RT			1		SANDALWOOD DR, EX - 9	
552+93.89	LT			1		SANDALWOOD DR, EX - 8	
SUB-TOTAL		4793.8		9			
TOTAL		4794		9			

REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:		135
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

SUMMARY OF SIDE DRAIN & MITERED END SECTIONS											
LOCATION	SIDE	PIPE LENGTH - LF				MES - EA				DESIGN NOTES	CONSTRUCTION REMARKS
		ROUND				ROUND					
STA. TO STA.		18"		24"		18"		24"			
		P	F	P	F	P	F	P	F		
32+29.69 to 32+29.69	LT			40.7				1		0-100	
450+73.02 to 450+73.02	RT	48.9				1				0-200 , ANNA	
SUB-TOTAL :		48.9		40.7		1		1			
TOTAL :		49		41		1		1			

SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS										
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.			P	F	P	F		
0530-3-4	RIPRAP, RUBBLE F&I, DITCH LINING	32+24.65 to 32+38.43	LT	TN	12.0		50.9			
		32+66.36 to 32+88.38	LT		12.0					
		351+40.40 to 351+49.44	LT		7.3				SANDALWOOD CT	
		352+03.09 to 352+10.67	LT		2.6				SANDALWOOD CT	
		352+00.00 to 352+33.41	RT		17.0				SANDALWOOD CT	
0530-74	BEDDING STONE	32+24.65 to 32+38.43	LT	TN	4.3		18.3			
		32+66.36 to 32+88.38	LT		4.3					
		351+40.40 to 351+49.44	LT		2.6				SANDALWOOD CT	
		352+03.09 to 352+10.67	LT		0.9				SANDALWOOD CT	
		352+00.00 to 352+33.41	RT		6.1				SANDALWOOD CT	

REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								136

SUMMARY OF LITTER REMOVAL AND MOWING																					
CONST. PHASE	LOCATION	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL							MOWING							DESIGN NOTES	CONSTRUCTION REMARKS	
					0107 1							0107 2									
	AREA ID				L	W	CYCLES	AREA			AREA ID	L	W	CYCLES	AREA						
								AC/ CYCLE	TOTAL (AC)						AC/ CYCLE	TOTAL (AC)					
		P	F	P					F												
IA	151+60.00 TO 155+20.00	LT	60	30		360.0	37.0	2	0.306	0.612				2				BENNING_CL			
	155+60.00 TO 158+70.00	RT	60	30		310.0	38.0	2	0.270	0.541				2				BENNING_CL			
IB	26+15.00 TO 29+70.00	RT	95	30		355.0	39.0	3	0.318	0.954				3				DESTIN_CL			
	26+15.00 TO 29+70.00	LT	95	30		355.0	32.0	3	0.261	0.782				3				DESTIN_CL			
	153+95.00 TO 158+30.00	RT	95	30		435.0	33.0	3	0.330	0.989				3				BENNING_CL			
	155+60.00 TO 158+70.00	LT	95	30		310.0	38.0	3	0.270	0.811				3				BENNING_CL			
	30+47.55 TO 45+53.89	LT	95	30		1506.3	85.0	3	2.939	8.818				3				DESTIN_CL			
	30+47.55 TO 45+53.89	RT	95	30		1506.3	100.0	3	3.458	10.374				3				DESTIN_CL			
	252+12.57 TO 257+21.51	LT	95	30		508.9	19.0	3	0.222	0.666				3				BEACH_BL			
	252+12.57 TO 257+21.51	RT	95	30		508.9	19.5	3	0.228	0.683				3				BEACH_BL			
IC	26+15.00 TO 29+70.00	RT	100	30		355.0	39.0	3	0.318	0.954				3				DESTIN_CL			
	26+15.00 TO 29+70.00	LT	100	30		355.0	32.0	3	0.261	0.782				3				DESTIN_CL			
	153+95.00 TO 158+30.00	RT	100	30		435.0	33.0	3	0.330	0.989				3				BENNING_CL			
	155+60.00 TO 158+70.00	LT	100	30		310.0	38.0	3	0.270	0.811				3				BENNING_CL			
	30+47.55 TO 45+53.89	LT	100	30		1506.3	85.0	3	2.939	8.818				3				DESTIN_CL			
	30+47.55 TO 45+53.89	RT	100	30		1506.3	100.0	3	3.458	10.374				3				DESTIN_CL			
	252+12.57 TO 257+21.51	LT	100	30		508.9	19.0	3	0.222	0.666				3				BEACH_BL			
	252+12.57 TO 257+21.51	RT	100	30		508.9	19.5	3	0.228	0.683				3				BEACH_BL			
	46+60.00 TO 48+70.00	RT	100	30		210.0	20.0	3	0.096	0.289				3				DESTIN_CL			
	46+60.00 TO 48+70.00	LT	100	30		210.0	24.0	3	0.116	0.347				3				DESTIN_CL			
II	26+15.00 TO 29+70.00	RT	90	30		355.0	39.0	3	0.318	0.954				3				DESTIN_CL			
	26+15.00 TO 29+70.00	LT	90	30		355.0	32.0	3	0.261	0.782				3				DESTIN_CL			
	153+95.00 TO 158+30.00	RT	90	30		435.0	33.0	3	0.330	0.989				3				BENNING_CL			
	155+60.00 TO 158+70.00	LT	90	30		310.0	38.0	3	0.270	0.811				3				BENNING_CL			
	30+47.55 TO 45+53.89	LT	90	30		1506.3	85.0	3	2.939	8.818				3				DESTIN_CL			
	30+47.55 TO 45+53.89	RT	90	30		1506.3	100.0	3	3.458	10.374				3				DESTIN_CL			
	30+35.04 TO 44+88.73	LT/RT	90	30		1453.7	9.0	3	0.300	0.901				3				DESTIN_CL			
	252+12.57 TO 257+21.51	LT	90	30		508.9	19.0	3	0.222	0.666				3				BEACH_BL			
	252+12.57 TO 257+21.51	RT	90	30		508.9	19.5	3	0.228	0.683				3				BEACH_BL			
	46+60.00 TO 48+70.00	RT	90	30		210.0	20.0	3	0.096	0.289				3				DESTIN_CL			
	46+60.00 TO 48+70.00	LT	90	30		210.0	24.0	3	0.116	0.347				3				DESTIN_CL			
	III	153+95.00 TO 158+30.00	RT	90	30		435.0	33.0	3	0.330	0.989				3				BENNING_CL		
155+60.00 TO 158+70.00		LT	90	30		310.0	38.0	3	0.270	0.811				3				BENNING_CL			
252+12.57 TO 257+21.51		LT	90	30		508.9	19.0	3	0.222	0.666				3				BEACH_BL			
252+12.57 TO 257+21.51		RT	90	30		508.9	19.5	3	0.228	0.683				3				BEACH_BL			
IA	151+60.00 TO 155+20.00	LT	60	30									360.0	37.0	2	0.306	0.612	BENNING_CL			
	155+60.00 TO 158+70.00	RT	60	30									310.0	38.0	2	0.270	0.541	BENNING_CL			
IB	26+15.00 TO 29+70.00	RT	95	30									355.0	39.0	3	0.318	0.954	DESTIN_CL			
	26+15.00 TO 29+70.00	LT	95	30									355.0	32.0	3	0.261	0.782	DESTIN_CL			
	153+95.00 TO 158+30.00	RT	95	30									435.0	33.0	3	0.330	0.989	BENNING_CL			
	155+60.00 TO 158+70.00	LT	95	30									310.0	38.0	3	0.270	0.811	BENNING_CL			
	252+12.57 TO 257+21.51	LT	95	30									508.9	19.0	3	0.222	0.666	BEACH_BL			
	252+12.57 TO 257+21.51	RT	95	30									508.9	19.5	3	0.228	0.683	BEACH_BL			
IC	26+15.00 TO 29+70.00	RT	100	30									355.0	39.0	3	0.318	0.954	DESTIN_CL			
	26+15.00 TO 29+70.00	LT	100	30									355.0	32.0	3	0.261	0.782	DESTIN_CL			
	153+95.00 TO 158+30.00	RT	100	30									435.0	33.0	3	0.330	0.989	BENNING_CL			
	155+60.00 TO 158+70.00	LT	100	30									310.0	38.0	3	0.270	0.811	BENNING_CL			
SUB-TOTAL :										78.708	SUB-TOTAL :							9.574			
TOTAL :										78.71	TOTAL :							39.69			

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								137

SUMMARY OF LITTER REMOVAL AND MOWING																			
CONST. PHASE	LOCATION	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL						MOWING						DESIGN NOTES	CONSTRUCTION REMARKS	
	STA. TO STA.				0107 1						0107 2								
					AREA ID	L	W	CYCLES	AREA		AREA ID	L	W	CYCLES	AREA				
									AC/ CYCLE	TOTAL (AC)					AC/ CYCLE	TOTAL (AC)			
									P	F					P	F			
IC	252+12.57 TO 257+21.51	LT	100	30									508.9	19.0	3	0.222	0.666		BEACH_BL
	252+12.57 TO 257+21.51	RT	100	30									508.9	19.5	3	0.228	0.683		BEACH_BL
II	26+15.00 TO 29+70.00	RT	90	30									355.0	39.0	3	0.318	0.954		DESTIN_CL
	26+15.00 TO 29+70.00	LT	90	30									355.0	32.0	3	0.261	0.782		DESTIN_CL
	153+95.00 TO 158+30.00	RT	90	30									435.0	33.0	3	0.330	0.989		BENNING_CL
	155+60.00 TO 158+70.00	LT	90	30									310.0	38.0	3	0.270	0.811		BENNING_CL
	30+47.55 TO 45+53.89	LT	90	30									1506.3	85.0	3	2.939	8.818		DESTIN_CL
	30+47.55 TO 45+53.89	RT	90	30									1506.3	100.0	3	3.458	10.374		DESTIN_CL
	30+35.04 TO 44+88.73	LT/RT	90	30									1453.7	9.0	3	0.300	0.901		DESTIN_CL
	252+12.57 TO 257+21.51	LT	90	30									508.9	19.0	3	0.222	0.666		BEACH_BL
	252+12.57 TO 257+21.51	RT	90	30									508.9	19.5	3	0.228	0.683		BEACH_BL
	46+60.00 TO 48+70.00	RT	90	30									210.0	20.0	3	0.096	0.289		DESTIN_CL
	46+60.00 TO 48+70.00	LT	90	30									210.0	24.0	3	0.116	0.347		DESTIN_CL
III	153+95.00 TO 158+30.00	RT	90	30									435.0	33.0	3	0.330	0.989		BENNING_CL
	155+60.00 TO 158+70.00	LT	90	30									310.0	38.0	3	0.270	0.811		BENNING_CL
	252+12.57 TO 257+21.51	LT	90	30									508.9	19.0	3	0.222	0.666		BEACH_BL
	252+12.57 TO 257+21.51	RT	90	30									508.9	19.5	3	0.228	0.683		BEACH_BL
SUB-TOTAL :											SUB-TOTAL :						30.11		

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS												
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
110 1 1	CLEARING & GRUBBING	26+17.84 TO 27+03.85	LT	7681	LS	0.017			1		TOTAL AREA = 10.22 AC	
		26+36.00 TO 30+15.91	LT/RT	7642		0.276						
		27+45.48 TO 28+05.19	RT	7676		0.024						
		27+15.97 TO 27+32.52	LT	7680		0.004						
		27+42.52 TO 27+75.68	LT	7682		0.007						
		27+85.47 TO 28+03.69	LT	7683		0.004						
		28+13.81 TO 29+17.13	LT	7684		0.020						
		27+87.94 TO 28+84.13	RT	7685		0.006						
		28+63.23 TO 29+26.22	RT	7677		0.025						
		29+10.81 TO 29+74.46	RT	7688		0.035						
		29+18.41 TO 29+80.48	LT	7686		0.046						
		29+38.80 TO 29+79.99	LT	7687		0.009						
		29+75.91 TO 30+22.62	LT	7565		0.080						
		29+54.02 TO 29+84.02	RT	7691		0.039						
		29+53.88 TO 29+68.75	RT	7689		0.003						
		29+71.63 TO 29+82.69	RT	7690		0.005						
		29+82.57 TO 30+22.92	RT	7556		0.075						
		30+12.31 TO 30+26.50	RT	7692		0.026						
		30+17.42 TO 30+90.59	LT/RT	7780		0.157						
		30+15.65 TO 30+32.02	LT/RT	7693		0.003						
		30+39.87 TO 33+71.24	LT/RT	7662		1.580						
		31+88.81 TO 32+30.48	RT	7665		0.024						
		32+09.05 TO 32+40.36	RT	7666		0.020						
		32+29.69 TO 33+00.22	RT	7781		0.046						
		32+00.97 TO 32+83.16	RT	7667		0.093						
		32+56.27 TO 34+30.00	LT/RT	7809		0.174						
		32+41.93 TO 33+62.08	LT/RT	7808		0.073						
		32+84.44 TO 34+10.98	LT/RT	12663		0.050						
		33+62.17 TO 34+72.49	LT/RT	7830		0.085						
		33+82.39 TO 35+94.43	LT/RT	7848		0.457						
		34+11.82 TO 34+82.79	RT	7782		0.046						
		34+65.16 TO 34+82.00	RT	7864		0.004						
		35+01.11 TO 45+31.44	LT/RT	7663		5.037						
		44+04.20 TO 45+99.67	LT/RT	7673		0.276						
		44+69.04 TO 44+95.30	RT	8025		0.016						
		44+77.26 TO 44+99.68	RT	8018		0.011						
		44+85.47 TO 48+36.00	LT/RT	8049		0.451						
		45+09.07 TO 45+29.99	RT	7883		0.007						
		44+96.83 TO 45+24.87	RT	7877		0.013						
		45+26.39 TO 45+74.59	LT/RT	7934		0.004						
		45+37.71 TO 46+14.30	LT/RT	7925		0.057						
		46+09.33 TO 46+47.08	LT	8003		0.039						
		46+35.81 TO 46+72.08	LT	7969		0.024						
		46+42.77 TO 47+02.79	LT	7977		0.036						
		46+44.90 TO 46+99.70	LT	7919		0.005						
		46+34.76 TO 46+68.83	LT	7903		0.002						
		46+02.91 TO 46+22.19	LT/RT	7896		0.004						
		45+59.81 TO 47+55.79	LT/RT	7675		0.024						
		45+76.22 TO 47+46.54	LT/RT	7674		0.323						
		45+49.20 TO 46+04.84	RT	7890		0.023						
		45+08.77 TO 45+64.48	RT	8041		0.022						
		44+99.18 TO 45+13.91	RT	8032		0.007						
REVISIONS						EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810		CITY OF DESTIN		SUMMARY OF QUANTITIES		
DATE	DESCRIPTION		DATE	DESCRIPTION				COUNTY	CONSTRUCTION PLANS FOR:			
								OKALOOSA	DESTIN CROSS TOWN CONNECTOR			
											SHEET NO.	
											139	

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS												
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
110 1 1	CLEARING & GRUBBING	47+19.58 TO 48+37.67	LT	7992	LS	0.012						
		47+21.19 TO 48+37.57	LT	7986		0.008						
		48+37.71 TO 48+45.41	RT	7957		0.001						
		48+37.27 TO 48+47.14	RT	7962		0.001						
		32+11.83 TO 32+54.99	RT	7668		0.019						
		32+73.23 TO 34+05.64	LT/RT	7664		0.278						
		46+88.03 TO 47+56.37	RT	7909		0.007						
0110 4 10	REMOVAL OF EXISTING CONCRETE	26+41.78 TO 26+76.81	RT	4191	SY		57.5		2400		DRIVEWAY	
		27+02.86 TO 27+16.70	LT	4190			26.6				DRIVEWAY	
		27+32.00 TO 27+44.03	LT	4173			22.4				DRIVEWAY	
		27+75.35 TO 27+86.02	LT	4179			23.5				DRIVEWAY	
		28+03.64 TO 28+14.15	LT	4185			24.0				DRIVEWAY	
		29+04.43 TO 29+28.55	LT	4197			37.5				DRIVEWAY	
		29+38.80 TO 29+80.33	LT	4290			49.1				DRIVEWAY	
		44+75.72 TO 45+16.05	RT	4332			122.4				DRIVEWAY	
		45+12.51 TO 45+44.93	RT	4457			71.4				DRIVEWAY	
		45+97.65 TO 46+23.05	LT	4510			60.1				DRIVEWAY	
		46+94.38 TO 47+23.22	LT	4301			38.5				DRIVEWAY	
		47+51.87 TO 48+42.18	RT	4310			159.7				DRIVEWAY	
		46+65.41 TO 46+93.62	LT/RT	4540			28.8				DRIVEWAY	
		45+93.28 TO 46+14.93	RT	4532			28.1				DRIVEWAY	
		45+05.58 TO 45+58.83	RT	4526			171.8				DRIVEWAY	
		26+17.01 TO 29+80.65	LT	4995			60.2				CURB & GUTTER	
		26+36.15 TO 27+62.69	RT	4629			26.8				CURB & GUTTER	
		27+86.46 TO 28+84.96	RT	4641			19.1				CURB & GUTTER	
		29+11.08 TO 29+26.47	RT	4652			3.8				CURB & GUTTER	
		29+53.96 TO 29+82.73	RT	4706			6.1				CURB & GUTTER	
		30+22.32 TO 30+30.09	LT	5044			0.7				CURB & GUTTER	
		30+16.68 TO 30+32.55	LT/RT	5054			11.4				CURB & GUTTER	
		30+20.48 TO 30+27.05	RT	5094			9.2				CURB & GUTTER	
		31+81.06 TO 32+33.73	RT	5128			21.1				CURB & GUTTER	
		32+28.87 TO 32+43.64	RT	5118			10.4				CURB & GUTTER	
		32+42.94 TO 34+11.82	LT/RT	5140			34.4				CURB & GUTTER	
		32+26.47 TO 33+59.38	LT/RT	5155			30.2				CURB & GUTTER	
		33+61.20 TO 34+83.65	LT/RT	5169			29.8				CURB & GUTTER	
		34+64.66 TO 34+83.61	RT	5260			2.0				CURB & GUTTER	
		44+84.51 TO 46+48.16	LT/RT	5185			84.6				CURB & GUTTER	
		45+00.65 TO 45+04.54	RT	5205			2.0				CURB & GUTTER	
		45+04.38 TO 46+03.95	RT	5199			44.8				CURB & GUTTER	
		46+34.10 TO 48+37.54	LT	5232			55.7				CURB & GUTTER	
		46+35.73 TO 46+65.41	LT	5224			21.4				CURB & GUTTER	
		46+02.60 TO 48+47.14	LT/RT	5211			55.2				CURB & GUTTER	
		47+19.58 TO 48+37.57	LT	4594			108.5				SIDEWALK	
		48+37.27 TO 48+45.41	RT	4587			7.0				SIDEWALK	
		46+85.72 TO 47+56.37	RT	4569			59.6				SIDEWALK	
		46+10.68 TO 46+68.83	LT/RT	4562			52.2				SIDEWALK	
		46+37.34 TO 47+01.96	LT	4599			149.8				SIDEWALK	
		45+54.12 TO 46+09.87	RT	4555			56.9				SIDEWALK	
		45+05.81 TO 45+17.28	RT	4404			16.5				SIDEWALK	
		44+74.17 TO 44+97.65	RT	4410			45.2				SIDEWALK	
		45+04.44 TO 45+27.43	RT	4417			30.9				SIDEWALK	

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
						140		

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS												
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
0110 4 10	REMOVAL OF EXISTING CONCRETE	45+33.02 TO 46+02.04	LT/RT	4427	SY		87.8				SIDEWALK	
		46+06.56 TO 46+30.51	LT	4435			32.4				SIDEWALK	
		34+88.51 TO 35+23.90	RT	4610			13.2				SIDEWALK	
		34+71.19 TO 34+91.68	RT	4620			7.0				SIDEWALK	
		33+65.44 TO 34+05.94	LT	4394			65.5				SIDEWALK	
		30+09.32 TO 30+28.32	LT/RT	4381			131.9				SIDEWALK	
		29+36.05 TO 29+79.90	RT	4372			56.4				SIDEWALK	
		29+24.03 TO 29+49.17	RT	4344			25.3				SIDEWALK	
		29+55.46 TO 29+82.27	RT	5106			3.8				CURB & GUTTER	

SUMMARY OF MAILBOXES					
STATION	SIDE	QUANTITY (EA)		DESIGN NOTES	CONSTRUCTION REMARKS
		0110	7 1		
		P	F		
27+20.67	LT	1		DESTIN_CL	
27+48.79	LT	1		DESTIN_CL	
27+71.87	LT	1		DESTIN_CL	
28+00.86	LT	1		DESTIN_CL	
29+07.89	LT	1		DESTIN_CL	
47+01.81	LT	1		DESTIN_CL	
156+18.77	LT	1		BENNING_CL	
253+78.70	RT	1		BEACH_BL	
256+24.22	LT	1		BEACH_BL	
450+84.51	LT	1		ANNA_CL	
551+45.68	LT	1		SAWODR_CL	
SUB-TOTAL:		11			
TOTAL:		11			

SUMMARY OF EARTHWORK					
PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0120 1	REGULAR EXCAVATION	6366.00		DESTIN_CL	
		876.00		BENNING_CL	
		645.00		BEACH_BL	
		97.00		ANNA_CL	
		194.00		SAWOCT_CL	
		119.00		SAWODR_CL	
		1481.00		POND CROSS SECTIONS	
	TOTAL EXCAVATION	9778.00			
0120 6	EMBANKMENT	4118.00		DESTIN_CL	
		252.00		BENNING_CL	
		283.00		BEACH_BL	
		33.00		ANNA_CL	
		565.00		SAWOCT_CL	
		3.00		SAWODR_CL	
		29.00		POND CROSS SECTIONS	
	TOTAL EMBANKMENT	5283.00			

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								141

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF PAVEMENT																		
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	LENGTH	WIDTH	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS				
		STA. TO STA.	DESCRIPTION						P	F	P	F						
0160 4	Type B Stabilization	26+16.95 to 29+46.41		LT/RT	15362			SY	995.0		13378							
		27+37.69 to 28+11.69		RT	5892				109.7									
		28+60.84 to 29+30.59		RT	5883				120.3									
		29+46.24 to 30+61.95		LT/RT	15471				539.4									
		29+46.84 to 30+25.50		RT	15655				656.9									
		29+69.25 to 30+32.15		LT	18129				564.2									
		30+61.91 to 45+75.04		LT/RT	18478				3025.7									
		30+61.93 to 45+60.31		LT	17830				2877.7									
		31+94.54 to 31+94.54		RT	18330				710.6									
		33+10.98 to 34+01.62		LT	18413				301.8									
		34+11.65 to 35+18.44		RT	5785				267.6									
		44+84.07 to 46+20.44		RT	17547				798.1									
		45+31.42 to 48+47.14		LT/RT	18428				1705.2									
		45+63.98 to 46+65.85		LT	5811				705.3									
285706	Optional Base, Base Group 06	26+36.00 to 29+96.57		LT/RT	14085			SY	1030.2		10314							
		27+37.69 to 28+11.69		RT	14117				107.3									
		28+60.84 to 29+34.29		RT	14124				119.3									
		29+46.84 to 29+83.03		RT	14231				133.3									
		29+70.34 to 30+31.49		LT	14133				497.1									
		29+74.81 to 30+24.37		RT	14215				461.3									
		29+96.38 to 45+66.62		RT	14151				2187.3									
		29+96.47 to 45+44.99		LT	14187				2141.8									
		31+41.30 to 32+43.31		RT	14242				597.6									
		33+27.06 to 33+85.54		LT	14259				242.0									
		34+33.08 to 35+15.16		RT	14278				217.8									
		44+85.56 to 46+13.93		RT	14367				620.6									
		45+25.26 to 46+55.32		LT/RT	14285				670.6									
		46+29.09 to 46+49.74		RT	14409				3.4									
		45+69.87 to 46+64.24		LT	14294				548.8									
		46+40.71 to 46+47.09		LT	14420				17.3									
		46+54.47 to 47+06.91		LT	14414				9.5									
		46+76.61 to 47+29.39		RT	14404				13.2									
		46+10.67 to 48+36.00		RT	14330				695.6									
0327 70 6	Milling Exist Asph Pavt, 1 1/2" Avg Depth	550+76.05 to 551+57.38		LT/RT	6665			SY	217.0		1601							
		151+40.00 to 153+94.00		LT/RT	10419				854.9									
		157+00.00 to 158+60.00		LT/RT	10520				529.0									
0334 1 12	Superpave Asphaltic Conc, Traffic B	26+36.00 to 29+96.57		LT/RT	13500			TN	84.99		850.9							
		27+37.69 to 28+11.69		RT	13246				8.86									
		28+60.84 to 29+34.29		RT	13253				9.84									
		29+46.84 to 29+83.03		RT	13426				11.00									
		29+70.34 to 30+31.49		LT	13654				41.01									
		29+74.81 to 30+24.37		RT	13672				38.06									
		29+96.38 to 45+66.62		RT	13560				180.45									
		29+96.47 to 45+44.99		LT	13532				176.70									
		31+41.30 to 32+43.31		RT	13688				49.30									
		33+27.06 to 33+85.54		LT	13705				19.97									
		34+33.08 to 35+15.16		RT	13305				17.96									
		44+85.56 to 46+13.93		RT	13733				51.20									
		45+25.26 to 46+38.72		RT	13724				55.32									
		46+29.09 to 46+49.74		RT	13357				0.28									
		45+69.87 to 46+64.24		LT	13770				45.28									
		46+40.71 to 46+47.09		LT	13340				1.43									
		46+54.47 to 47+06.91		LT	13346				0.79									
		46+76.61 to 47+29.39		RT	13352				1.09									
		46+10.67 to 48+36.00		RT	13456				57.39									
REVISIONS					EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810					CITY OF DESTIN		SUMMARY OF QUANTITIES			SHEET NO.			
DATE	DESCRIPTION		DATE	DESCRIPTION						COUNTY						CONSTRUCTION PLANS FOR:		
										OKALOOSA						DESTIN CROSS TOWN CONNECTOR		
												142						

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SUMMARY OF PAVEMENT														
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	LENGTH	WIDTH	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION						P	F	P	F		
0337 7 81	Asphalt Concrete Friction Course, Traffic B, FC-12.5, PG 76-22 (CONT'D)	26+36.00 to 29+96.57		LT/RT	11241			TN	84.99		983.0			
		27+37.69 to 28+11.69		RT	6231				8.86					
		28+60.84 to 29+34.29		RT	6238				9.84					
		29+46.84 to 29+83.03		RT	10662				11.00					
		29+59.23 to 30+38.79		LT	10588				43.64					
		29+64.27 to 30+07.97		RT	10627				70.53					
		29+70.34 to 30+31.49		LT	12445				41.01					
		29+74.81 to 30+24.37		RT	12268				38.06					
		29+96.38 to 45+66.62		RT	11380				180.45					
		29+96.47 to 45+44.99		LT	11312				176.70					
		31+41.30 to 32+43.31		RT	12229				49.30					
		33+27.06 to 33+85.54		LT	12098				19.97					
		34+12.83 to 34+82.80		RT	6404				17.92					
		34+33.08 to 35+15.16		RT	6203				17.96					
		44+85.56 to 46+13.93		RT	11853				51.20					
		45+25.26 to 46+38.72		RT	11893				55.32					
		46+29.09 to 46+49.74		RT	7231				0.28					
		45+69.87 to 46+64.24		LT	12007				45.28					
		46+40.71 to 46+47.09		LT	7278				1.43					
		46+54.47 to 47+06.91		LT	7208				0.79					
		46+76.61 to 47+29.39		RT	7193				1.09					
		46+10.67 to 48+36.00		RT	10891				57.39					
0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	45+90.27 to 45+90.27		LT/RT	5546			SY	278.20		303.7			
		46+47.79 to 46+78.40		RT	10362				15.10					
		46+41.38 to 46+56.23		LT	10355				10.40					

SUMMARY OF WALLS											
WALL NO.	PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			STA. TO STA.			P	F	P	F		
	0400 0 11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011 SCHEME 1	153+99.05 TO 154+33.13	RT	CY	1.5		12.1		BENNING_CL	
			351+30.00 TO 352+00.00	RT		10.6				SAWOCT_CL	

SUMMARY OF RAILING						
LOCATION	SIDE	PIPE HANDRAIL - GUIDERAIL (ALUMINUM)		DESIGN NOTES	CONSTRUCTION REMARKS	
		0515 1 2				
		LF				
		P	F			
153+99.05 to 154+33.13	RT	34.7		BENNING_CL		
351+30.00 to 352+00.00	RT	80.2		SAWOCT_CL		
SUB-TOTAL:		114.9				
TOTAL:		115				

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DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								143

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS														
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNIT	QUANTITY				TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS	
		STA. TO STA.				GROSS LENGTH	DEDUCTIONS		NET LENGTH		P			F
0520 1 7	Concrete Curb & Gutter, Type E	30+39.54 to 30+39.54	LT/RT		LF	14.1			14.1		2994			
		30+39.54 to 40+12.46	RT			971.4			971.4					
		30+39.54 to 40+12.46	LT			974.4			974.4					
		40+12.46 to 44+00.00	LT			385.2			385.2					
		40+12.46 to 44+00.00	RT			389.9			389.9					
		44+00.00 to 44+77.35	LT			76.7			76.7					
		44+00.00 to 44+87.90	RT			88.7			88.7					
		44+77.35 to 44+87.54	LT			10.1			10.1					
		44+87.54 to 44+88.62	LT			1.6			1.6					
		44+87.90 to 44+88.89	RT			1.6			1.6					
		44+88.62 to 44+88.89	LT/RT			7.4			7.4					
		45+01.71 to 45+01.82	LT/RT			10.0			10.0					
		45+01.71 to 45+02.52	LT			1.4			1.4					
		45+01.82 to 45+02.70	RT			1.5			1.5					
		45+02.52 to 45+18.45	LT			16.2			16.2					
		45+02.70 to 45+20.25	RT			18.2			18.2					
		45+18.45 to 45+22.46	LT			5.3			5.3					
		45+20.25 to 45+24.13	RT			6.0			6.0					
		45+22.46 to 45+24.13	LT/RT			14.4			14.4					
0520 1 10	Concrete Curb & Gutter, Type F	26+36.00 to 26+75.70	RT		LF	39.7			39.7		5788			
		26+36.15 to 26+39.13	RT			3.0			3.0					
		26+53.85 to 26+75.70	LT			21.9			21.9					
		26+91.70 to 27+25.50	RT			33.8			33.8					
		26+91.70 to 27+53.75	LT			62.1			62.1					
		27+36.00 to 27+61.19	RT			42.7			42.7					
		27+37.69 to 28+11.69	RT			74.0			74.0					
		27+64.25 to 28+32.50	LT			68.3			68.3					
		27+88.19 to 28+32.50	RT			61.8			61.8					
		28+43.00 to 28+71.29	LT			28.3			28.3					
		28+43.00 to 28+83.59	RT			58.9			58.9					
		28+60.82 to 29+34.29	RT			75.1			75.1					
		28+71.29 to 28+92.43	LT			20.6			20.6					
		29+03.22 to 29+77.53	LT			92.6			92.6					
		29+12.20 to 29+37.56	RT			45.6			45.6					
		29+47.79 to 29+80.10	RT			48.6			48.6					
		29+47.99 to 29+53.91	RT			7.3			7.3					
		29+48.91 to 29+55.56	RT			8.1			8.1					
		29+53.91 to 29+80.36	RT			59.8			59.8					
		29+55.56 to 29+82.86	RT			88.5			88.5					
		29+73.73 to 29+73.81	LT			3.5			3.5					
		29+74.04 to 29+77.53	LT			102.2			102.2					
		30+09.84 to 30+09.96	RT			3.3			3.3					
		30+09.84 to 30+10.55	RT			5.6			5.6					
		30+10.28 to 30+11.81	RT			54.6			54.6					
		30+10.55 to 30+14.84	RT			8.8			8.8					
		30+12.13 to 30+37.42	RT			47.5			47.5					
		30+16.12 to 31+14.60	LT			207.8			207.8					
		30+21.15 to 30+21.30	LT			3.5			3.5					
		30+38.07 to 31+12.29	RT			77.1			77.1					
		31+22.41 to 31+53.90	RT			73.3			73.3					
		31+28.12 to 32+14.60	LT			83.2			83.2					
		31+54.11 to 32+23.16	RT			159.4			159.4					
		31+77.35 to 32+15.37	RT			140.5			140.5					

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
						144		

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SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS														
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNIT	QUANTITY				TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS	
		STA. TO STA.				GROSS LENGTH	DEDUCTIONS		NET LENGTH		P			F
0520 1 10	Concrete Curb & Gutter , Type F (CONT'D)	31+92.08 to 32+23.55	RT		LF	51.4			51.4					
		32+24.06 to 32+30.12	RT			9.8			9.8					
		32+27.34 to 32+41.48	RT			23.0			23.0					
		32+27.89 to 32+95.37	RT			70.1			70.1					
		32+28.12 to 32+89.60	LT			59.1			59.1					
		33+03.12 to 33+42.45	LT			53.3			53.3					
		33+07.89 to 33+37.72	RT			31.0			31.0					
		33+41.74 to 33+57.83	LT			48.7			48.7					
		33+56.98 to 34+22.02	RT			67.5			67.5					
		33+70.15 to 34+21.98	LT			65.3			65.3					
		33+70.60 to 33+80.84	LT			30.8			30.8					
		34+12.07 to 34+31.53	RT			25.6			25.6					
		34+31.53 to 35+17.69	RT			166.1			166.1					
		34+35.00 to 35+71.88	RT			132.7			132.7					
		34+35.00 to 35+72.11	LT			141.4			141.4					
		35+84.63 to 37+22.11	LT			142.7			142.7					
		35+85.40 to 37+21.88	RT			131.3			131.3					
		37+34.63 to 39+75.37	LT			249.9			249.9					
		37+35.40 to 39+74.60	RT			230.1			230.1					
		39+87.89 to 41+00.00	LT			113.0			113.0					
		39+88.12 to 41+00.00	RT			111.0			111.0					
		41+13.00 to 42+24.60	LT			108.2			108.2					
		41+13.00 to 42+25.37	RT			115.8			115.8					
		42+37.89 to 43+65.37	RT			132.4			132.4					
		42+38.12 to 43+64.60	LT			121.6			121.6					
		43+77.89 to 44+14.52	RT			38.0			38.0					
		43+78.12 to 44+13.76	LT			34.3			34.3					
		44+33.78 to 44+69.11	RT			36.7			36.7					
		44+34.56 to 44+68.73	LT			32.9			32.9					
		44+81.63 to 45+32.19	RT			107.5			107.5					
		44+82.26 to 45+55.87	LT			78.6			78.6					
		44+84.60 to 44+94.07	RT			37.9			37.9					
		44+97.15 to 45+05.43	RT			32.8			32.8					
		45+01.40 to 45+53.14	RT			151.5			151.5					
		45+10.86 to 45+22.36	RT			38.8			38.8					
		45+55.63 to 47+33.79	RT			188.2			188.2					
		45+58.27 to 46+47.33	LT			203.2			203.2					
		46+43.50 to 47+45.80	LT			281.2			281.2					
		47+44.65 to 48+47.14	RT			99.8			99.8					
		47+55.95 to 48+37.54	LT			83.9			83.9					
0520 2 2	Concrete Curb , Type B	46+40.71 to 46+44.22	LT		LF	6.1			6.1	142				
		46+40.71 to 46+54.47	LT			28.2			28.2					
		46+44.22 to 46+56.70	LT			25.0			25.0					
		46+47.26 to 46+49.74	RT			5.9			5.9					
		46+47.26 to 46+76.61	RT			31.7			31.7					
		46+49.74 to 46+78.68	RT			29.9			29.9					
		46+54.47 to 46+56.70	LT			5.9			5.9					
		46+76.61 to 46+78.68	RT			9.3			9.3					
0520 2 4	Concrete Curb , Type D	45+59.53 to 46+23.12	LT/RT		LF	226.2			226.2	226				
0520 2 8	Concrete Curb , Type RA	46+34.49 to 46+34.52	RT		LF	301.5			301.5	302				

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE		DESCRIPTION			

COUNTY		CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR	

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SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS														
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNIT	QUANTITY					TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				GROSS LENGTH	DEDUCTIONS		NET LENGTH		P	F		
							TYPE	LENGTH	P	F				
0520 70	Concrete Traffic Separator, Special - Variable Width	46+55.08 to 46+77.40	LT/RT	6677	SY	32.5			32.5		158			
		46+85.79 to 47+42.45	LT/RT	6688		36.1			36.1					
		253+63.16 to 253+97.39	LT/RT	6667		24.2			24.2					
		254+06.78 to 254+27.11	LT/RT	6655		25.2			25.2					
		255+58.44 to 255+78.77	LT/RT	6700		21.5			21.5					
		255+88.28 to 256+20.05	LT/RT	6711		18.1			18.1					

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.		
DATE	DESCRIPTION		DATE		DESCRIPTION			COUNTY	CONSTRUCTION PLANS FOR:	146
								OKALOOSA	DESTIN CROSS TOWN CONNECTOR	

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SUMMARY OF SIDEWALK & DETECTABLE WARNINGS												
LOCATION	SIDE	AREA ID	LENGTH	WIDTH	CONC SIDEWALK 4"		CONC SIDEWALK 6"		DETECTABLE WARNINGS		DESIGN NOTES	CONSTRUCTION REMARKS
					0522 1		0522 2		0527 2			
					SY		SY		SF			
STA. TO STA.					P	F	P	F	P	F		
26+53.85 to 27+03.97	LT	6067			51.8							
27+15.97 to 27+31.45	LT	6077			10.2							
27+43.45 to 27+74.54	LT	6083			26.8							
27+86.54 to 28+02.87	LT	6092			11.0							
28+14.87 to 29+13.95	LT	6098			100.6							
29+24.02 to 29+49.69	RT	6129			49.7							
29+26.24 to 29+46.78	LT	6109			18.0							
29+39.96 to 29+49.69	RT	14868			11.1							
30+09.84 to 30+18.20	RT	14873			56.4							
31+78.55 to 32+12.98	RT	16120			76.8							
32+19.19 to 32+45.66	RT	6138			25.8							
33+81.29 to 33+78.49	LT	16083			31.7							
45+08.48 to 45+17.20	RT	15062			10.1							
45+92.53 to 46+05.40	LT	15698			10.4							
46+09.02 to 46+30.56	LT	6316			34.3							
47+32.29 to 48+37.57	LT	16226			111.9							
48+37.65 to 48+45.41	RT	6360			5.8							
26+23.75 to 26+53.85	LT	5763					24.2					
26+39.15 to 26+71.15	RT	4412					48.4					
26+93.97 to 27+53.45	LT	4578					66.9					
27+64.54 to 28+24.87	LT	4804					71.1					
29+03.71 to 29+36.48	LT	4876					50.6					
29+38.80 to 29+76.87	LT	5444					53.9					
29+46.67 to 29+68.87	LT	5029					21.9					
29+49.69 to 29+71.58	RT	4953					23.2					
29+61.07 to 29+71.85	LT	14848					2.9					
29+61.56 to 29+76.98	LT	5042					14.0					
29+65.06 to 29+75.20	RT	14885					4.1					
29+66.09 to 29+79.68	RT	4969					16.3					
29+70.44 to 29+80.02	RT	15744					30.3					
29+73.05 to 29+81.85	RT	15841					19.8					
30+10.24 to 30+14.60	RT	5708					4.5					
30+12.27 to 30+38.07	RT	14798					41.8					
30+16.68 to 30+47.57	LT	14780					68.1					
30+22.52 to 30+81.69	LT	15904					198.2					
30+38.07 to 31+34.95	RT	15434					113.8					
30+47.57 to 33+20.02	LT	15460					285.3					
31+34.78 to 31+50.39	RT	14807					15.0					
31+78.55 to 32+08.04	RT	16419					46.7					
32+02.73 to 32+42.93	RT	5889					114.4					
32+08.04 to 36+50.00	RT	15488					497.9					
33+19.86 to 33+38.15	LT	14818					15.5					
33+70.70 to 34+01.79	LT	16470					47.5					
34+01.67 to 45+92.99	LT	15650					1361.7					
36+50.00 to 44+84.24	RT	15557					1051.4					
SUB-TOTAL :					642.4		4309.4					
TOTAL :					642		6409		536			

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		147

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS												
LOCATION	SIDE	AREA ID	LENGTH	WIDTH	CONC SIDEWALK 4"		CONC SIDEWALK 6"		DETECTABLE WARNINGS		DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.					0522 1		0522 2		0527 2			
					SY		SY		SF			
					P	F	P	F	P	F		
36+94.45 to 45+26.29	RT	15613					1115.4					
44+77.66 to 44+93.76	RT	14827					31.7					
44+85.45 to 44+99.14	LT	10136					8.0					
44+88.27 to 45+00.01	RT	10171					8.1					
45+05.36 to 45+59.88	RT	14828					194.9					
45+54.45 to 47+55.53	RT	16158					212.0					
45+59.31 to 45+79.94	RT	14826					13.4					
45+96.10 to 46+04.93	LT	5391					5.0					
46+00.25 to 46+19.63	LT	5455					37.7					
46+43.52 to 46+49.63	LT	9815					10.3					
46+43.73 to 47+12.02	LT	16194					234.8					
46+74.34 to 46+96.90	LT	5342					13.3					
46+83.68 to 46+97.85	RT	5315					8.2					
47+02.24 to 47+44.98	LT	5575					77.6					
47+45.26 to 48+47.14	RT	14825					128.9					
26+23.75 to 26+46.85	LT	15148							47.7			
29+53.42 to 29+61.95	LT	15155							16.2			
29+56.33 to 29+64.51	RT	15154							16.4			
29+71.49 to 29+80.02	RT	15949							18.8			
29+72.84 to 29+76.82	LT	15160							14.7			
29+74.34 to 29+78.96	RT	15943							16.2			
30+11.42 to 30+14.22	RT	15192							8.2			
30+12.95 to 30+19.12	RT	15206							12.3			
30+16.65 to 30+33.74	LT	15221							30.4			
30+32.31 to 30+34.32	RT	15211							26.2			
30+41.09 to 30+43.41	LT	15216							33.7			
31+39.59 to 31+41.51	RT	15227							20.3			
31+41.51 to 31+49.59	RT	15234							22.5			
31+78.97 to 31+88.19	RT	15398							17.9			
32+02.36 to 32+04.40	RT	15248							28.1			
33+25.23 to 33+27.37	LT	15254							21.2			
33+27.37 to 33+37.18	LT	15262							23.5			
33+70.89 to 33+81.04	LT	15400							17.0			
33+95.36 to 33+97.51	LT	15401							27.7			
44+87.27 to 44+96.95	LT	15285							18.0			
44+89.20 to 44+97.97	RT	15278							18.0			
45+26.73 to 45+30.21	RT	15319							17.2			
45+64.20 to 45+74.37	RT	15314							20.5			
46+00.07 to 46+03.39	LT	15293							10.3			
46+43.52 to 46+45.28	LT	15298							12.3			
46+80.79 to 46+90.65	LT	15303							20.0			
46+85.91 to 46+95.60	RT	15308							18.0			
SUB-TOTAL :							2099.3		553.3			

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		148
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PROJECT INFORMATION	
ENGINEERED PRODUCT MANAGER:	EVAN BOWLES 470-701-1106 EVAN.BOWLES@ADSPIPE.COM
ADS SALES REP:	RICHARD OROS 850-572-1838 RICHARD.OROS@ADSPIPE.COM
PROJECT NO:	S317945



DESTIN CROSS TOWN CONNECTOR

DESTIN, FL

MC-3500 STORMTECH CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH MC-3500.
2. CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
3. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 45x76 DESIGNATION SS.
4. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
6. CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
7. REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LBS/FT/%. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
8. ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
 - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
 - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
 - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
9. CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-3500 CHAMBER SYSTEM

1. STORMTECH MC-3500 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
2. STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
3. CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
 - STONESHOOTER LOCATED OFF THE CHAMBER BED.
 - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
 - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
4. THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
5. JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
6. MAINTAIN MINIMUM - 6" (150 mm) SPACING BETWEEN THE CHAMBER ROWS.
7. INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.
8. EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE MEETING THE AASHTO M43 DESIGNATION OF #3 OR #4.
9. STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.
10. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
11. ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

1. STORMTECH MC-3500 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
2. THE USE OF EQUIPMENT OVER MC-3500 CHAMBERS IS LIMITED:
 - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
 - NO RUBBER Tired LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
 - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH MC-3500/MC-4500 CONSTRUCTION GUIDE".
3. FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

CONTACT STORMTECH AT 1-888-892-2694 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

PROPOSED LAYOUT

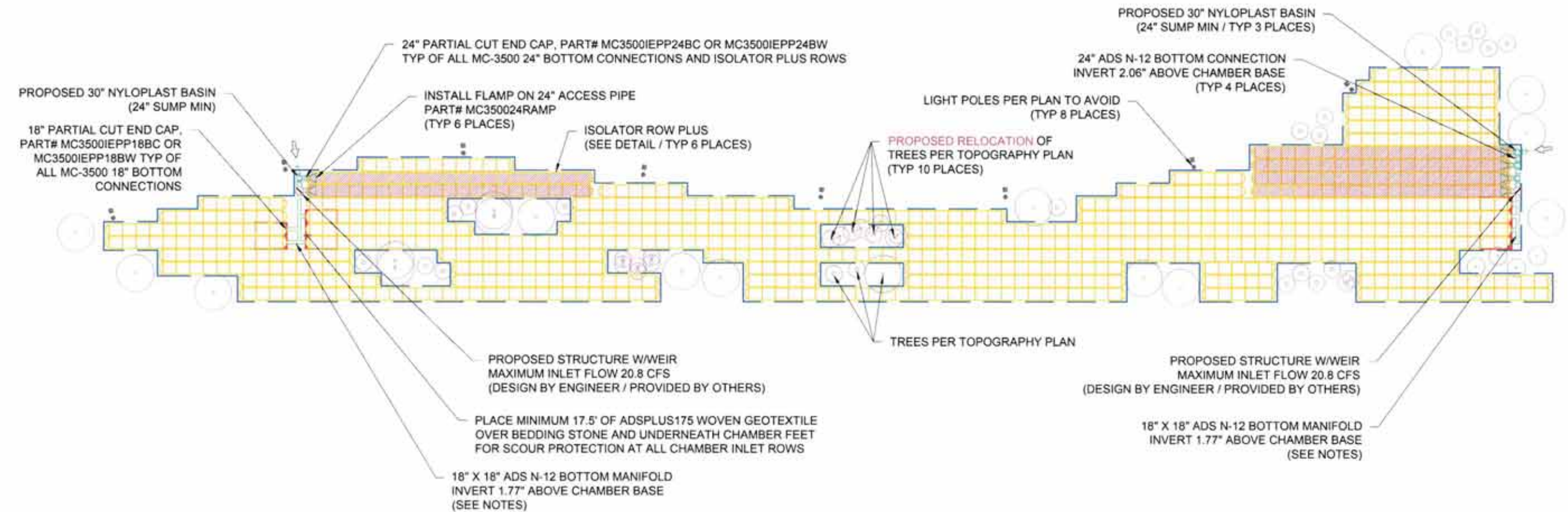
827	STORMTECH MC-3500 CHAMBERS
100	STORMTECH MC-3500 END CAPS
12	STONE ABOVE (in)
9	STONE BELOW (in)
40	% STONE VOID
154,776	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED)
13147	ISOLATOR ROW WQ VOLUME (BARE CHAMBER ONLY)
45146	SYSTEM AREA (ft²)
2143	SYSTEM PERIMETER (ft)

PROPOSED ELEVATIONS

23.50	MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED)
17.50	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC)
17.00	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC)
17.00	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT)
17.00	MINIMUM ALLOWABLE GRADE (TOP OF RIGID PAVEMENT)
16.50	TOP OF STONE
15.50	TOP OF MC-3500 CHAMBER
11.92	24" ISOLATOR ROW PLUS CONNECTION INVERT
11.90	18" BOTTOM MANIFOLD INVERT
11.75	BOTTOM OF MC-3500 CHAMBER
11.00	BOTTOM OF STONE

NOTES

- MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECHNICAL NOTE 6.32 FOR MANIFOLD SIZING GUIDANCE.
- DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS IN THE FIELD.
- THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
- THIS CHAMBER SYSTEM WAS DESIGNED WITHOUT SITE-SPECIFIC INFORMATION ON SOIL CONDITIONS OR BEARING CAPACITY. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE SOIL AND PROVIDING THE BEARING CAPACITY OF THE INSITU SOILS. THE BASE STONE DEPTH MAY BE INCREASED OR DECREASED ONCE THIS INFORMATION IS PROVIDED.



DESTIN CROSS TOWN CONNECTOR

DESTIN, FL

DATE: 10-04-2022

DRAWN: NSL

PROJECT #: S317945

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DATE

DRWN

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DESCRIPTION

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Chamber System

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ADS

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0

60'

120'

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ADS 2

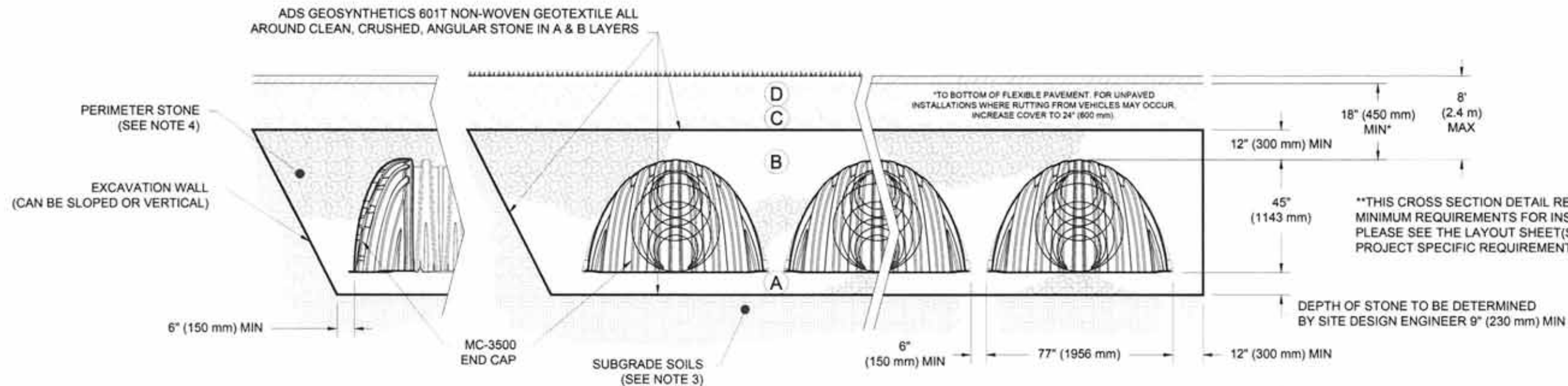
2 SHEET OF 7

ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS

MATERIAL LOCATION		DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145 ¹ A-1, A-2-4, A-3 OR AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 ¹ 3, 4	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 ¹ 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{2,3}

PLEASE NOTE:

1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
4. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.



NOTES:

1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 45x76 DESIGNATION SS.
2. MC-3500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
5. REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 6.2.8 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 500 LBS/FT/%, AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

DESTIN CROSS TOWN CONNECTOR

DESTIN, FL

DATE:	10-04-2022	DRAWN:	NSL
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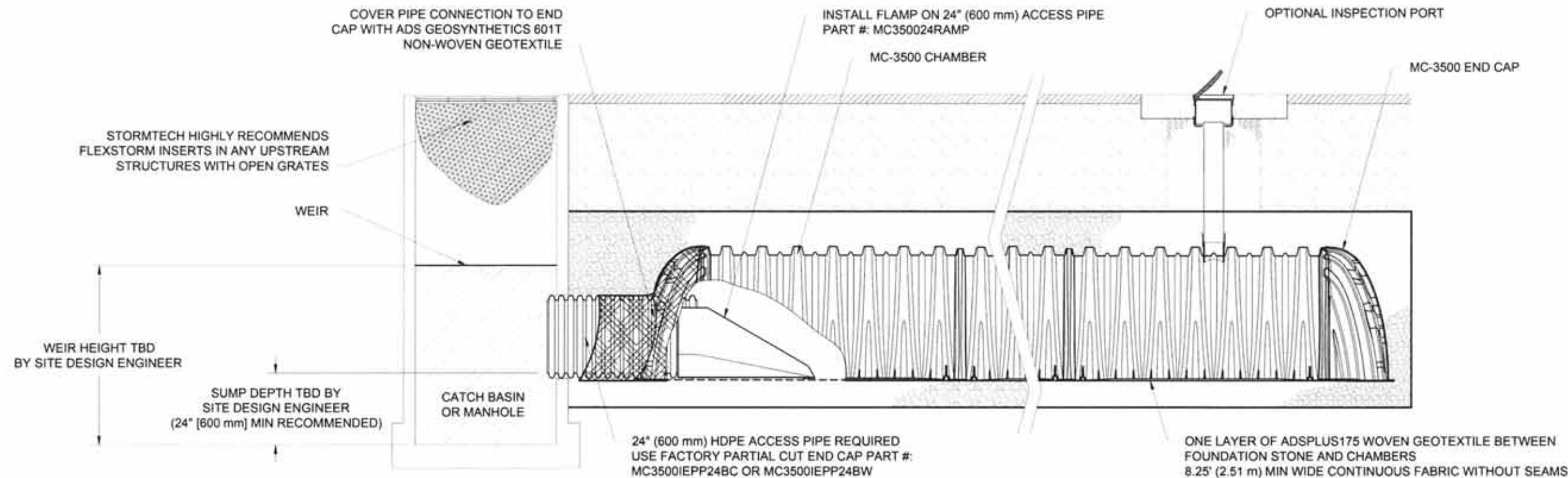
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MC-3500 ISOLATOR ROW PLUS DETAIL
NTS

INSPECTION & MAINTENANCE

- STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
- A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
- A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
- A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
- A.4. LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
- A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR PLUS ROWS
- B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
- B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
- i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
- ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
- B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED
- STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.
- STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

DESTIN CROSS TOWN CONNECTOR

DESTIN, FL

DATE: 10-04-2022 DRAWN: NSL

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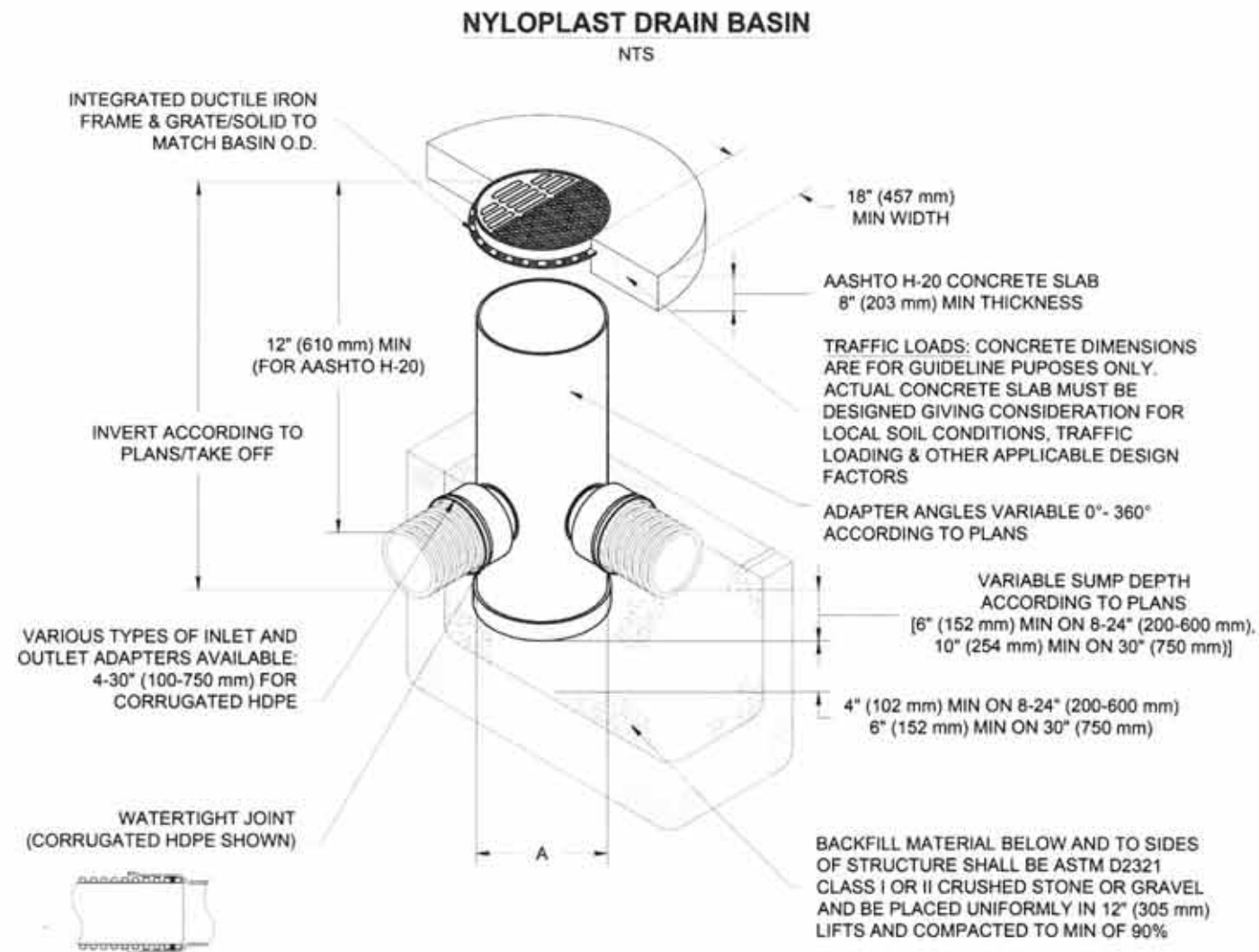
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ADS

ADS 5

5 SHEET
OF 7



NOTES

- 8-30" (200-750 mm) GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
- 12-30" (300-750 mm) FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
- DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS
- DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC
- FOR COMPLETE DESIGN AND PRODUCT INFORMATION: WWW.NYLOPLAST-US.COM
- TO ORDER CALL: 800-821-6710

A	PART #	GRATE/SOLID COVER OPTIONS		
8" (200 mm)	2808AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
10" (250 mm)	2810AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
12" (300 mm)	2812AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
15" (375 mm)	2815AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
18" (450 mm)	2818AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
24" (600 mm)	2824AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
30" (750 mm)	2830AG	PEDESTRIAN AASHTO H-20	STANDARD AASHTO H-20	SOLID AASHTO H-20

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7 SHEET
OF 7



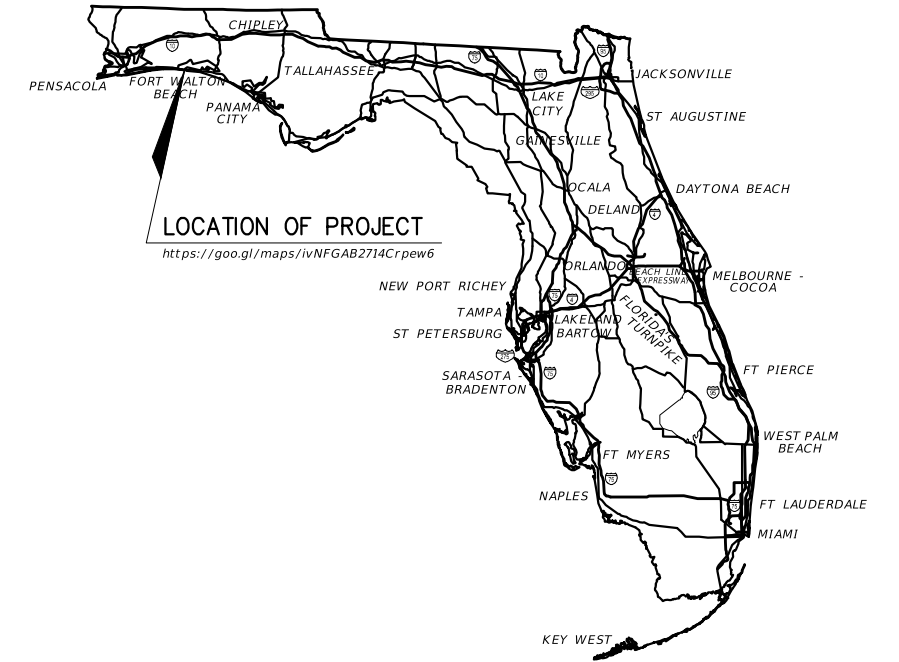
CITY OF DESTIN

CONTRACT PLANS

FINANCIAL PROJECT ID 440553-1-X4-01

OKALOOSA COUNTY

DESTIN CROSS TOWN CONNECTOR



INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-01	KEY SHEET
LD-02	SIGNATURE SHEET
LD-03	LANDSCAPE NOTES
LD-04	LANDSCAPE SCHEDULE
LD-05	LAYOUT PLAN
LD-06 TO LD-10	LANDSCAPE PLANS
LD-11	IRRIGATION NOTES

LANDSCAPE PLANS

PHASE IV (100%) SUBMITTAL
NOVEMBER 2022

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH DECEMBER 2021 CITY OF DESTIN LAND DEVELOPMENT CODE, THE 2016 FLORIDA GREENBOOK, THE FY 2022-23 FDOT STANDARD PLANS, AND THE JULY 2022 FDOT STANDARD SPECIFICATIONS.

LANDSCAPE PLANS RLA OF RECORD:

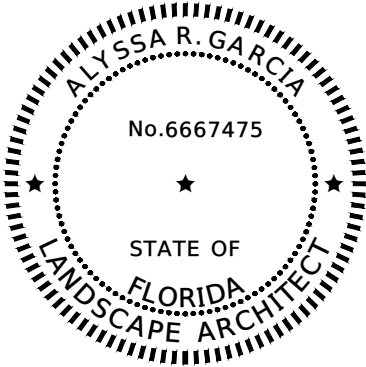
ALYSSA R. GARCIA
R.L.A. NO.: 6667475
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
CONTRACT NO.:
VENDOR NO.:

PROJECT MANAGER:

JOE D. BODI

SHEET
NO.

LD-01



THIS ITEM HAS BEEN DIGITALLY SIGNED
AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
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ON ANY ELECTRONIC COPIES.

ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
ALYSSA GARCIA, R.L.A. FL #6667475

THE ABOVE NAMED PROFESSIONAL REGISTER LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR
THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
LD-01	KEY SHEET
LD-02	SIGNATURE SHEET
LD-03	LANDSCAPE NOTES
LD-04	LANDSCAPE SCHEDULE
LD-05	LAYOUT PLAN
LD-06 TO LD-10	LANDSCAPE PLANS
LD-11	IRRIGATION NOTES

R E V I S I O N S				ALYSSA GARCIA, R.L.A. R.L.A. LICENSE NUMBER FL #6667475 ATKINS NORTH AMERICA 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
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	----		----		OKALOOSA	DESTIN CROSS TOWN CONNECTOR		LD-02

LANDSCAPE NOTES

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ATTENDING A PRE-BID MEETING DURING WHICH INSTALLATION SPECIFICATIONS, INSTALLATION REQUIREMENTS, SCHEDULES, AND MAINTENANCE REQUIREMENTS WILL BE DISCUSSED.

2. THE LANDSCAPE INSTALLATION MUST BE PROPERLY SEQUENCED WITH OTHER CONSTRUCTION SO THAT THE LANDSCAPE AND IRRIGATION IS NOT DAMAGED BY OTHER WORK/TRADES.

3. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF AND STAKE ALL UTILITIES PRIOR TO CONSTRUCTION. EXCAVATION OF PLANT PITS LOCATED WITHIN 5' OF UTILITIES SHALL BE PERFORMED BY HAND. ANY UTILITY/PLANT MATERIAL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION FOR ANY FIELD ADJUSTMENTS.

4. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTINGS SHOWN ON ALL DRAWINGS. ALL PLANTS SHALL MEET SIZE, CONTAINER, AND SPACING SPECIFICATIONS AS SHOWN IN THE PLANT SCHEDULE. THE CONTRACTOR SHALL GUARANTEE PLANT HEALTH AND SURVIVABILITY FOR ONE YEAR FROM DATE OF PROJECT ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. ANY MATERIAL NOT MEETING SPECIFICATIONS OR DISPLAYING POOR HEALTH SHALL BE REPLACED AT CONTRACTOR'S EXPENSE WITHIN 2 WEEKS OF NOTICE.

5. ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 OR BETTER (UNLESS OTHERWISE NOTED) AS SET FORTH IN "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, LATEST EDITION. NOTIFY THE OWNER'S REPRESENTATIVE A MINIMUM OF ONE WEEK PRIOR TO PLANT DELIVERY TO SCHEDULE ON-SITE INSPECTION UPON DELIVERY. INSTALLED PLANT MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE. ALL PLANTS MUST BE BROUGHT TO THE SITE FREE OF WEEDS. ADDITIONALLY, THE CONTRACTOR SHALL PROVIDE THE OWNER'S REPRESENTATIVE WITH REPRESENTATIVE PLANT PHOTOS TO APPROVE FOR ALL PLANT MATERIALS PRIOR TO ANY PLANT DELIVERY. MEASURING STICKS SHALL BE SHOWN IN PHOTOS, AS APPROPRIATE.

6. ALL PLANT MATERIALS INDICATED WITH A GALLON SIZE SHALL BE CONTAINER GROWN AND WITHIN A CONTAINER APPROPRIATE FOR THE PLANT SIZE. ROOT BOUND PLANTS SHALL NOT BE ACCEPTED. NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE.

7. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO MAKE PLANTING BED FIELD CHANGES TO ACCOMMODATE SITE CONDITIONS AND TO ACHIEVE THE DESIGN INTENT. THE LANDSCAPE CONTRACTOR SHALL FLAG ALL TREE AND BEDLINE LOCATIONS FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO ANY INSTALLATION.

8. DIG PLANTING PITS AT 1.5 TIMES THE DIAMETER OF THE POT. FILL PLANT PIT WITH APPROVED PLANTING MIX AND COMPACT SO THAT THE TOP OF ROOT BALL WILL SETTLE TO THE PROPER LEVEL RELATIVE TO FINISH GRADE. SET PLANT AND FILL REMAINDER OF HOLE WITH PLANTING MIX. FERTILIZE EACH PLANT WITH THE APPROVED TYPE AND RATE OF FERTILIZER. WATER IN THOROUGHLY. RESET ANY PLANTS THAT SETTLE TOO DEEP. REMOVE SPOIL SOIL AND RAKE THE BED TO ITS FINISH GRADE. COVER ALL BED AREAS WITH 3" MULCH DEPTH. REMOVE ALL DEBRIS FROM THE MULCH.WATER BED THOROUGHLY. IF/WHERE APPLICABLE, EACH NEWLY PLANTED TREE NOT WITHIN A SHRUB/GROUNDCOVER BED SHALL BE CENTERED WITHIN A LAYER OF MULCH 6' IN DIAMETER AND 3" DEPTH (SETTLED). ALL PINE STRAW SHALL FROM THE 'IMPROVED SLASH' PINE TREE WITH A MINIMUM NEEDLE LENGTH OF EIGHT INCHES.

9. THE LANDSCAPE CONTRACTOR SHALL CONDUCT REPRESENTATIVE SOIL ANALYSIS PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY IMPROPER SOIL CONDITION (NUTRITIONAL DEFICIENCIES, WETNESS, MUCK, DEBRIS, ETC.) AND SHALL RECOMMEND FOR APPROVAL, PRIOR TO INSTALLATION, ALL SOIL AMENDMENTS THAT MAY BE NECESSARY TO PROMOTE HEALTHY, VIGOROUS PLANT GROWTH.

10. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES (AND PLANS), AS NECESSARY, IN PREPARING PLANTING AREAS, INCLUDING FINAL GRADE ELEVATIONS.

11. ALL PLANT MATERIAL MUST BE PLANTED IMMEDIATELY UPON DELIVERY TO THE SITE AND WATERED IN (BY HAND IF THE IRRIGATION SYSTEM IS NOT FUNCTIONING PROPERLY). ANY PLANT MATERIAL NOT INSTALLED WITHIN 6 HOURS OF DELIVERY TO THE SITE MUST BE STORED IN AN APPROVED, PROTECTED HOLDING AREA AND SHALL BE WATERED AS NECESSARY TO MAINTAIN PLANT HEALTH AND QUALITY.

12. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE A MINIMUM OF 48 HOURS PRIOR TO COMPLETION TO SCHEDULE A FINAL WALK THROUGH. A FINAL WALK THROUGH SHALL NOT BE PERFORMED IF PREVIOUS PUNCH LISTS ARE NOT COMPLETED.

13. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANTINGS UNTIL FINAL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. THIS MAINTENANCE INCLUDES KEEPING BEDS FREE OF DEBRIS, WEEDS, DISEASES, AND INFESTATIONS. THE LANDSCAPE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROVIDING SUFFICIENT WATER TO THE PLANTS DURING THIS TIME.

14. THE LANDSCAPE CONTRACTOR SHALL SUPPLY THE OWNER'S REPRESENTATIVE WITH AS-BUILT DRAWINGS IN ACAD FORMAT (2018 VERSION OR LATER) WITHIN 30 DAYS OF PROJECT ACCEPTANCE.

15. REFER TO CURRENT FDOT STANDARD SPECIFICATIONS AND DESIGN STANDARD PLANS, THE GENERAL NOTES, AND THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS. WHERE CONFLICTS EXIST, THE MORE STRINGENT STANDARDS AND SPECIFICATIONS SHALL APPLY.

R E V I S I O N S				ALYSSA GARCIA, R.L.A. R.L.A. LICENSE NUMBER FL #6667475 ATKINS NORTH AMERICA 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		LANDSCAPE NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
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Garcia, Alyssa					10/26/2022 8:55:07 PM		C:\pw_work\atknaf101\wsatkins_garc6063\dms76930\GNNTLD01.dwg	

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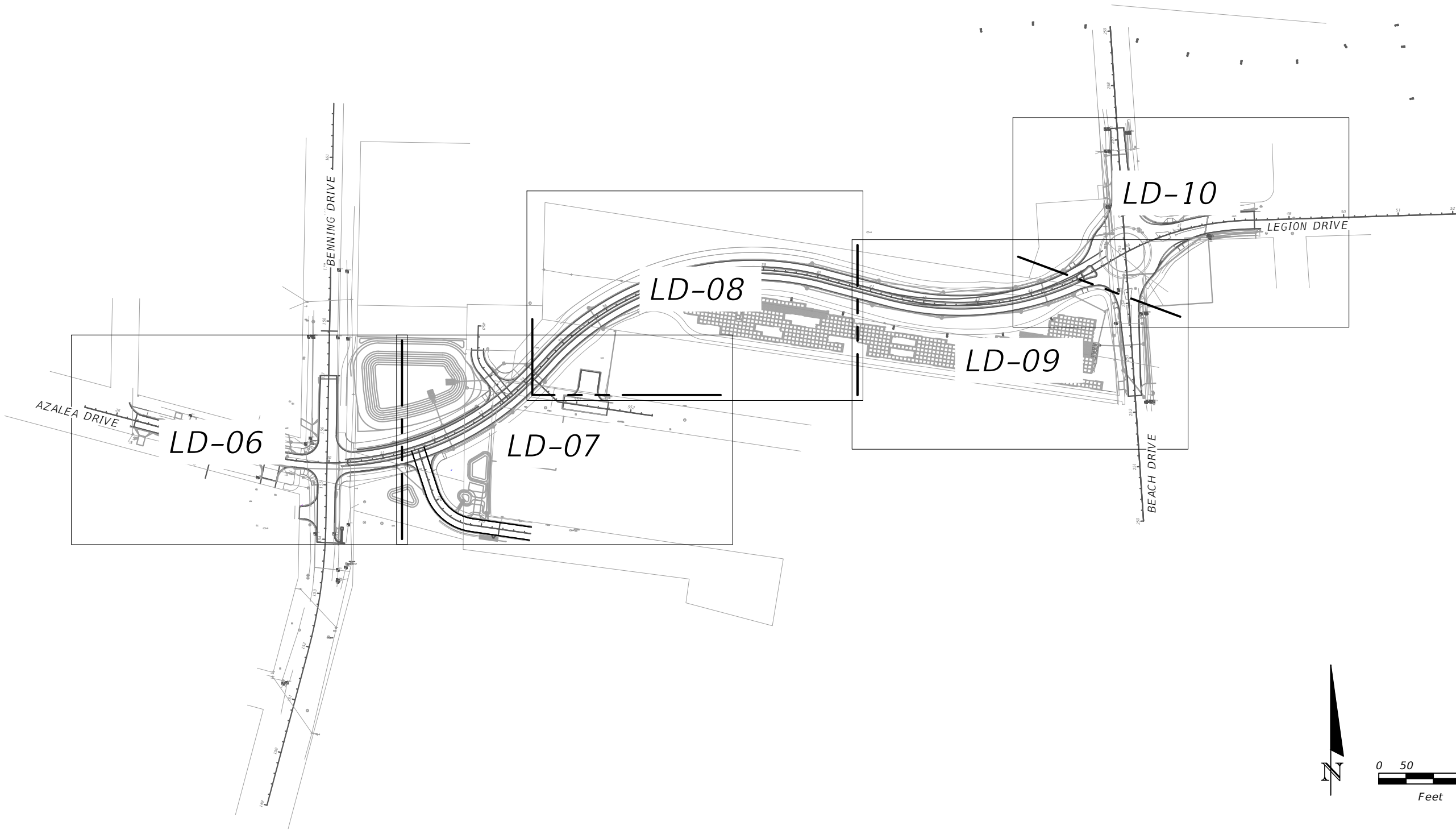
PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	REMARKS
	AR	15	ACER RUBRUM	RED MAPLE	30 GAL.	10'-12' HT.; 2"-2.5" CAL.
	CC	14	CERCIS CANADENSIS	EASTERN REDBUD	30 GAL.	8'-10' HT X 4'-5' SPD., 1.5"-2" CAL.
	IC	23	ILEX CASSINE	DAHoon HOLLY	45 GAL.	12'-14' HT, 2"-3" CAL., 2' MIN. CT, SINGLE LEADER, STANDARD
	JS	62	JUNIPERUS SILICICOLA	SOUTHERN RED CEDAR	30 GAL.	7'-8' HT.
	LJ	18	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	65 GAL.	6'-7' HT X 6'-7" SPD.,
	ML	25	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LITTLE GEM DWARF SOUTHERN MAGNOLIA	30 GAL.	6'-7' HT.
	PE	51	PINUS ELLIOTTII	SLASH PINE	30 GAL.	8'-10' HT X 4'-5' SPD., 2" CAL.
	QS	6	QUERCUS SHUMARDII	SHUMARD OAK	30 GAL.	10'-12' HT X 3'-4' SPD., 1.75"-2" CAL.
	QV	76	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	30 GAL.	10'-12' HT; 2"-2..5" CAL.
	SP	60	SABAL PALMETTO	CABBAGE PALMETTO	FG	REGENERATED ROOTS; 16'-20' CT
	TD	10	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL.	8'-10' HT.; 2"-2.5" CAL.

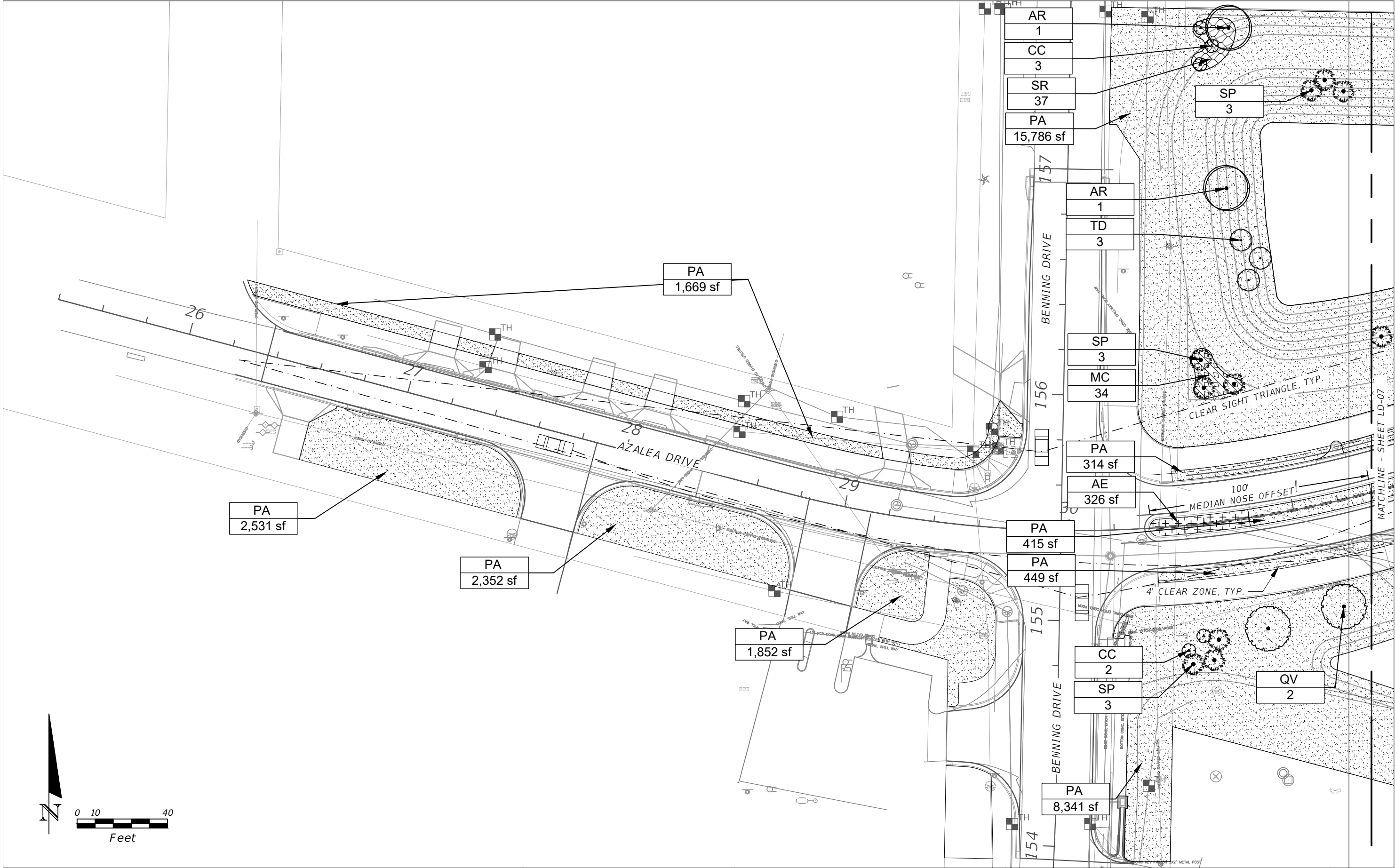
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	IN	12,199	ILEX VOMITORIA 'NANA'	DWARF YAUPON HOLLY	7 GAL.	36" o.c.	18" - 24" OA FULL
	JP	323	JUNIPERUS CHINENSIS 'PARSONII'	PARSONI JUNIPER	3 GAL.	30" o.c.	12' HT X 12"-18" SPD
	MC	1,184	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL.	36" o.c.	18"-24" HT.
	RG	553	RHODODENDRON 'G.G.GERBRING'	G.G. GERBRING RHODODENDRON	7 GAL.	36" o.c.	24"-30" HT. X 30"-36" SPD.
	SR	561	SERENOA REPENS	SAW PALMETTO	7 GAL.	36" o.c.	12"-15" HT X 12"-15" SPD
	VO	283	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	7 GAL.	48" o.c.	3' OA

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	AE	1,775 SF	ARACHIS GLABRATA 'ECOTURF'	PERENNIAL PEANUT	SOD		
	CD	205,131 SF	CYNODON DACTYLON	BERMUDAGRASS	SOD		SOLID SOD, WEED FREE

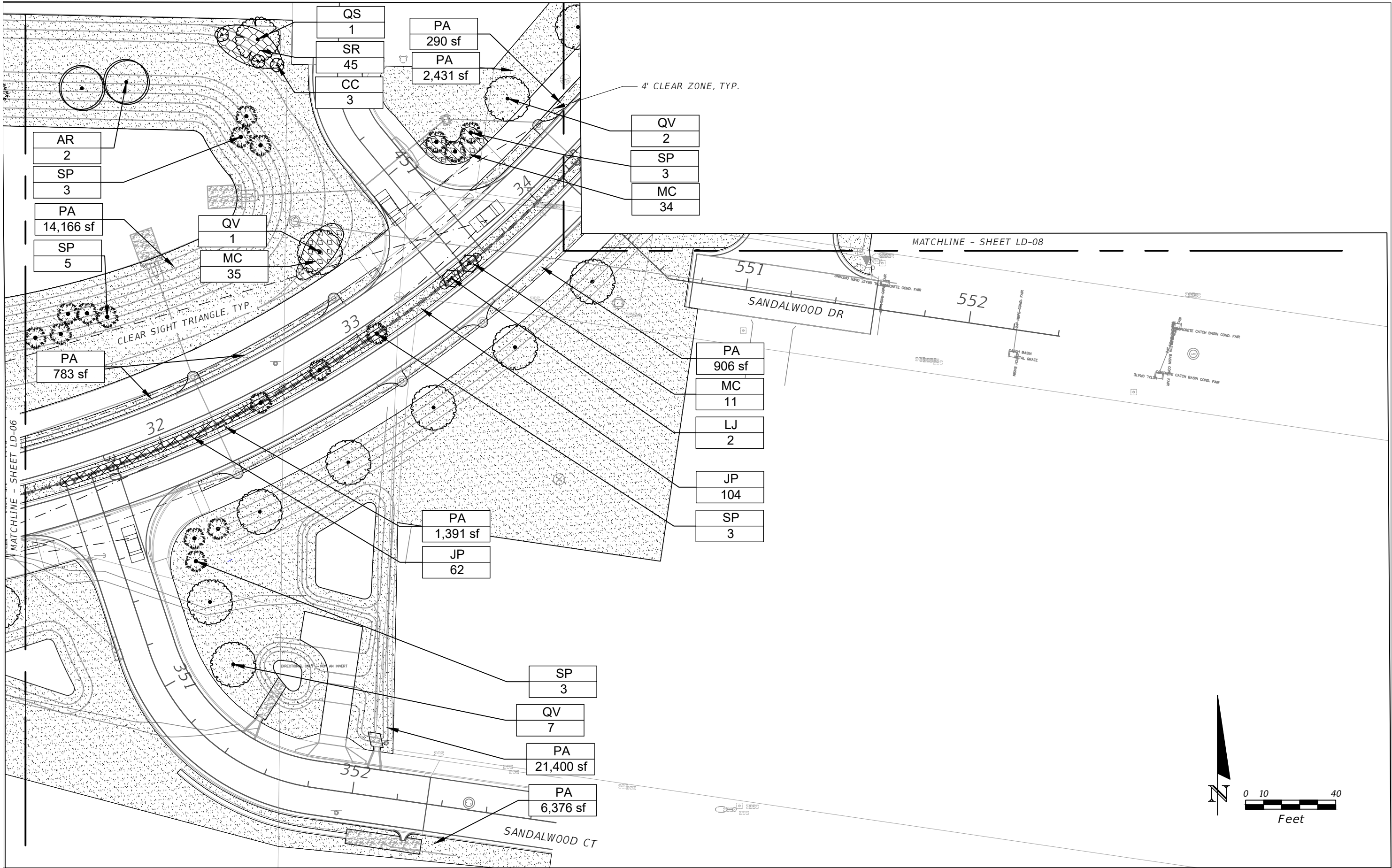
R E V I S I O N S				ALYSSA GARCIA, R.L.A. R.L.A. LICENSE NUMBER FL #6667475 ATKINS NORTH AMERICA 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		LANDSCAPE SCHEDULE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
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					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		LD-04



REVISIONS				ALYSSA GARCIA, R.L.A. R.L.A. LICENSE NUMBER FL #6667475 ATKINS NORTH AMERICA 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		LAYOUT PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
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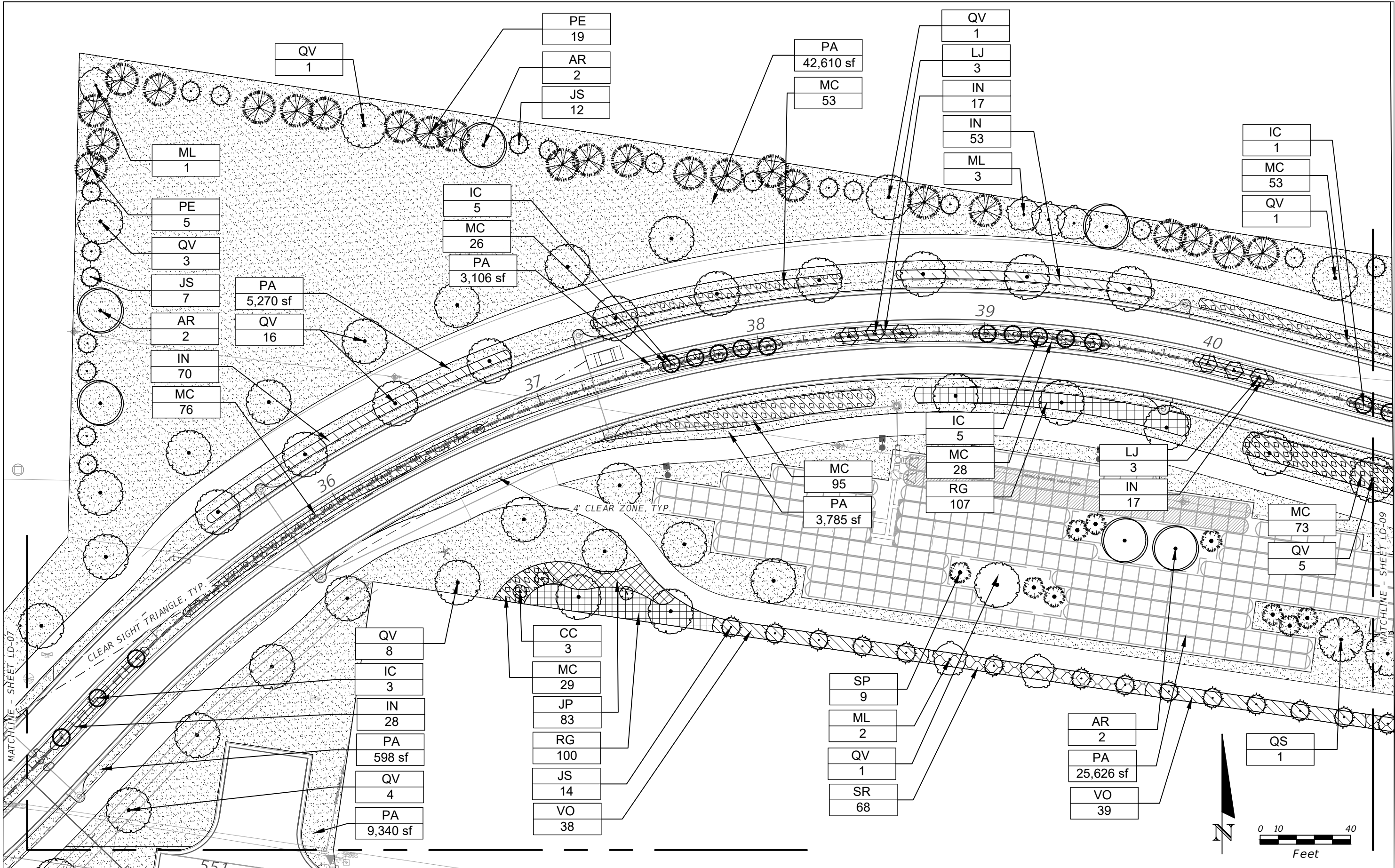


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DATE	DESCRIPTION	DATE	DESCRIPTION					
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DATE	DESCRIPTION	DATE	DESCRIPTION					
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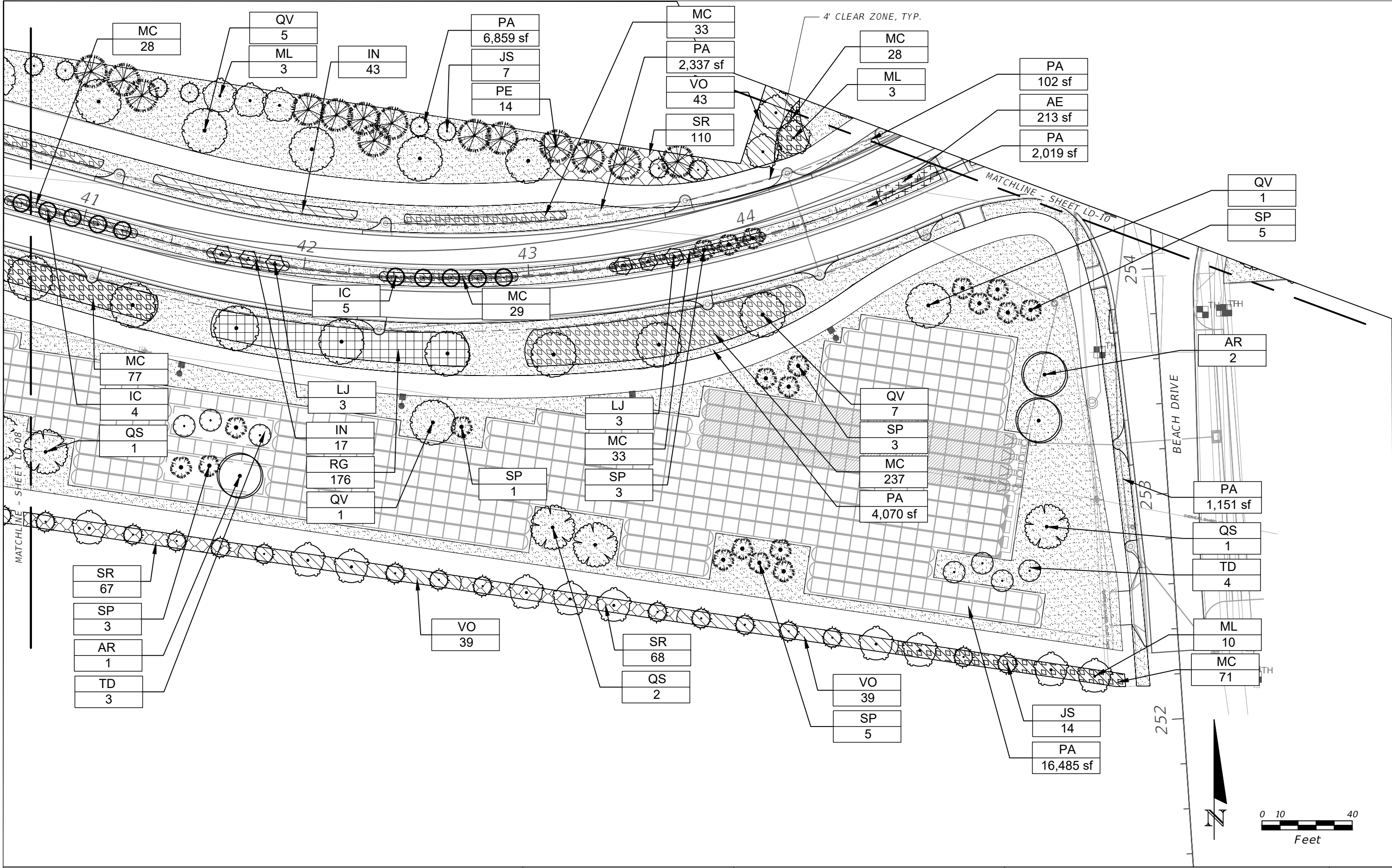
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ALYSSA GARCIA, R.L.A.
R.L.A. LICENSE NUMBER FL #6667475
ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

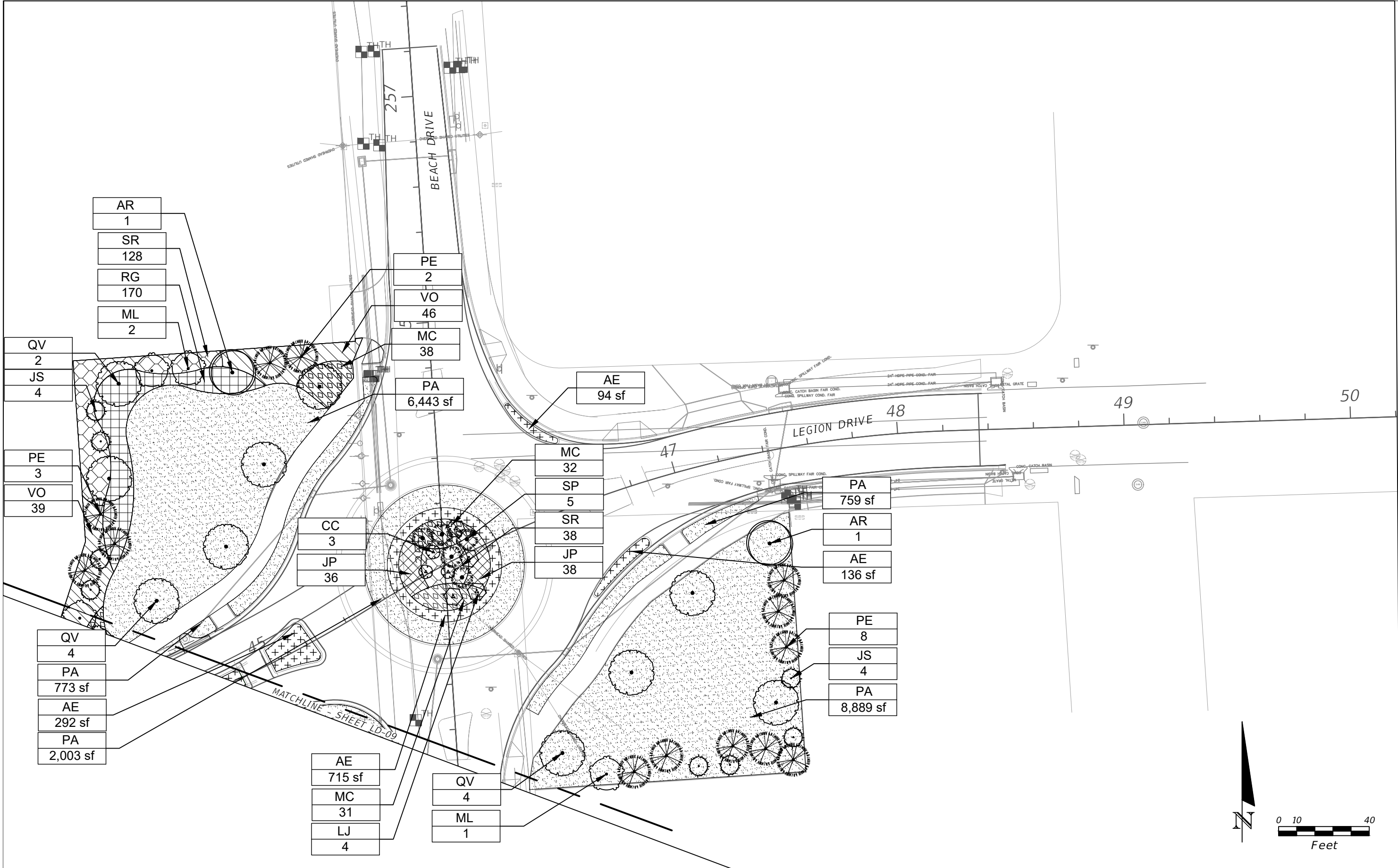
LANDSCAPE PLANS	
SHEET NO.	
LD-08	

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DATE	DESCRIPTION	DATE	DESCRIPTION					LD-09
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					COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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DATE	DESCRIPTION	DATE	DESCRIPTION					
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---	---	---	---		OKALOOSA	DESTIN CROSS TOWN CONNECTOR		LD-10

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IRRIGATION NOTES

1.

PERMANENT IRRIGATION SHALL BE INSTALLED FOR ALL LANDSCAPE (INCLUDING TURF) SHOWN ON THE PLANS. AS LONG AS IRRIGATION COVERAGE IS COMPLETE, THE CONTRACTOR/IRRIGATION INSTALLER SHALL BE ALLOWED TO DETERMINE THE MOST EFFECTIVE METHOD OF PROVIDING IRRIGATION COVERAGE UTILIZING SPRAY HEADS, RISERS, AND BUBBLERS. THE CONTRACTOR SHALL CONFIRM AND PROVIDE THE WATER SOURCE FOR THE IRRIGATION WITH THE OWNER. A LOCKABLE CABINET CONTROLLER SHALL BE PROVIDED BY THE CONTRACTOR AND ITS LOCATION DETERMINED IN CONJUNCTION WITH THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

2.

THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED AS A DESIGN-BUILD PORTION OF THE WORK PERFORMED BY THE CONTRACTOR. THE SYSTEM MUST BE DESIGNED/ZONED SO THAT ALL IRRIGATION CAN OCCUR BETWEEN THE HOURS OF 1:00 A.M. AND 6:00 A.M.

3.

THE CONTRACTOR SHALL FURNISH THE OWNER'S REPRESENTATIVE WITH SHOP DRAWINGS AND SCHEMATIC DESIGN PLANS INDICATING FULL COVERAGE OF IRRIGATED AREAS. THE SHOP DRAWINGS MUST INCLUDE PROPOSED SLEEVING LOCATIONS/SIZES. ALL TREES SHALL HAVE 2 BUBBLERS THAT ARE PLACED ON BUBBLER-ONLY ZONES THAT ARE SEPARATE FROM THE OTHER IRRIGATION ZONES. INSTALLATION SHALL NOT COMMENCE UNTIL THE SHOP DRAWINGS ARE APPROVED BY THE OWNER'S REPRESENTATIVE.

4.

THE CONTRACTOR SHALL OBTAIN THE LOCATIONS OF POINT OF CONNECTION FOR WATER AND POWER SOURCE FROM CITY. CONTRACTOR SHALL COORDINATE WITH CITY FOR THE CONNECTION TO THE EXISTING WATER AND POWER SOURCE.

5.

PERMANENT SLEEVES SHALL BE INSTALLED BY THE CONTRACTOR AS NECESSARY. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ALL BORINGS AND CASINGS, AS NEEDED. THE CONTRACTOR IS RESPONSIBLE, AT THEIR EXPENSE, TO REPAIR ANY AND ALL DAMAGE CAUSED TO ANY ROADWAY OR ANY/ALL OTHER AREAS, OR UTILITIES AS A RESULT OF THE BORINGS OR ANY OTHER IRRIGATION WORK.

6.

THE INSTALLER SHALL BE EXPECTED TO MAKE IRRIGATION SYSTEM FIELD ADJUSTMENTS ON THE SITE AS NEEDED, IN ORDER TO MAINTAIN COMPLETE AND ACCURATE IRRIGATION COVERAGE, AND TO MAINTAIN THE INTENT OF THE DESIGN. THE FINAL LOCATIONS FOR ALL MAJOR EQUIPMENT (AS APPLICABLE), INCLUDING CONTROLLERS, VALVES, WELLS, SUPPLY CONNECTIONS, MAINLINES, BACKFLOW PREVENTERS, METERS, ETC. SHALL BE DETERMINED IN THE FIELD, STAKED OUT BY THE CONTRACTOR USING THEIR DRAWINGS AS A GUIDE, AND THEN APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

7.

OVERSPRAY ONTO HARDSCAPE AMENITIES AND ANY PAVED SURFACE IS NOT ALLOWED TO OCCUR. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN SUCH A FASHION AND BE OF A TYPE THAT CAN BE ADJUSTED TO THROW IRRIGATION WATER AWAY FROM THE AMENITIES AND ALL PAVED SURFACES.

8.

ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVAILING CODES AND REGULATIONS. IT SHALL BE THE RESPONSIBILITY OF THE INSTALLER TO VERIFY AND CONFORM TO THE PARTICULAR CODES FOR THIS LOCATION. THE INSTALLER SHALL OBTAIN ALL NECESSARY PERMITS (INCLUDING THOSE FOR BORES, WELLS, AND ANY WATER LINE TAPS), UTILITY LOCATES, AND INSPECTIONS.

9.

ALL WORK SHALL BE CLOSELY COORDINATED WITH THAT OF OTHER TRADES IN ORDER TO AVOID CONFLICTS. THE INSTALLATION SHALL BE COORDINATED WITH ALL NEW AND EXISTING IMPROVEMENTS, AND WITH THE ACTUAL INSTALLED BED LIMITS,AND PLANT LOCATIONS.

10.

ALL MATERIAL AND LABOR NECESSARY TO PROVIDE A COMPLETE, FULLY OPERATIONAL, AND GUARANTEED SYSTEM SHALL BE CONSIDERED PART OF THE WORK, WHETHER OR NOT THEY ARE SPECIFICALLY INDICATED IN THE SUBMITTED DOCUMENTS. THIS SHALL INCLUDE CONFORMANCE WITH THE REQUIREMENTS AND RECOMMENDATIONS OF THE VARIOUS MANUFACTURERS OF THE EQUIPMENT, AND WITH APPLICABLE TRAINING AND CERTIFICATION OF INSTALLATION PERSONNEL.

11.

METALLIC LOCATOR/WARNING TAPE SHALL BE BURIED ABOVE ALL WIRING AND PIPING.

12.

VALVE BOXES SHALL BE TAMPER-RESISTANT TYPE.

13.

ALL SPRINKLER HEADS SHALL BE OF THE PROPER SIZE AND TYPE FOR THE LOCATION AND PLANT MATERIAL. HEADS SHALL BE INSTALLED PLUMB, AND WITH THE PROPER HEIGHT WITH RESPECT TO GRADE AND/OR PLANT MATERIAL. ALL HEADS AND OTHER EQUIPMENT SHALL BE INSTALLED WITH ADEQUATE AND UNIFORM CLEARANCES FROM ALL PAVING, CURBS,SIDEWALKS, WALLS, AND OTHER OBSTACLES, SO THAT DAMAGE TO EQUIPMENT DOES NOT OCCUR DURING NORMAL LANDSCAPE MAINTENANCE OPERATIONS. ALL SPRINKLERS SHALL BE ADJUSTED TO OBTAIN OPTIMAL COVERAGE OF PLANT MATERIAL, WHILE ELIMINATING OVERSPRAY ONTO WALLS, PARK AMENITIES, PAVING OR OTHER IMPERVIOUS SURFACES.THE INSTALLER SHALL UTILIZE THE PROPER SPRAY NOZZLE PATTERN FOR THE LOCATION, AS WELL AS PRESSURE-COMPENSATING HEADS OR SCREENS, AND ADJUSTABLE-PATTERN NOZZLES WHERE A FIXED PATTERN IS NOT SUITABLE TO CONTROL COVERAGE OR OVERSPRAY. 4" POPUP SPRAY HEADS WILL NOT BE USED.

14.

CONTROLLER(S) SHALL BE HOOKED UP BY A LICENSED ELECTRICIAN.

15.

THE CONTROLLER(S) SHALL BE EQUIPPED WITH A PROPERLY LOCATED AND INSTALLED RAIN/WIND/FREEZE SHUTOFF SENSOR DEVICE THAT COMPLIES WITH FLORIDA LAW. THE SENSOR(S) SHALL BE LOCATED IN SUCH A MANNER SO THAT THEY ARE UNOBSTRUCTED, AND DIRECTLY EXPOSED TO NATURAL RAINFALL AND SUNLIGHT FROM ALL DIRECTIONS, BUT NOT TO RUNOFF WATER FROM DITCHES OR OTHER SURFACES. PRIOR TO INSTALLATION, LOCATION OF THE SENSOR(S) SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE.

16.

THE MINIMUM SUPPLY REQUIREMENTS FOR THE SYSTEM SHALL BE DETERMINED BY THE CONTRACTOR AND STATED ON THE DESIGN-BUILD PLANS AND SHOP DRAWINGS.

17.

THE INSTALLER SHALL BE EXPECTED TO BE FAMILIAR WITH ALL REQUIREMENTS FOR THE WORK, AND TO CONDUCT THE WORK IN A CLEAN, SAFE, AND WORKMANLIKE MANNER. THE OWNER RESERVES THE RIGHT TO ACT TO PROTECT HIS PROPERTY AND THE OTHER PERSONNEL AT WORK THERE, AND TO MAKE EMERGENCY REPAIRS OR TAKE CORRECTIVE ACTION IF THE INSTALLER DOES NOT FULFILL HIS OBLIGATIONS IN A TIMELY MANNER. THE OWNER FURTHER RESERVES THE RIGHT TO BACK-CHARGE THE INSTALLER TO COVER SUCH EXPENSES, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW.

18.

THE INSTALLER SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR PROVISION OF ELECTRIC SERVICE REQUIREMENTS.

19.

ANY EXISTING IRRIGATED AREAS THAT ARE ADJACENT TO THE NEW CONSTRUCTION MUST REMAIN UNDISTURBED AND FULLY FUNCTIONAL. ANY DISRUPTION BY THE CONTRACTOR TO THE EXISTING IRRIGATION COVERAGE MUST BE CORRECTED BY THE CONTRACTOR AT THEIR EXPENSE.

20.

THE LANDSCAPE CONTRACTOR SHALL SUPPLY THE OWNER'S REPRESENTATIVE WITH DETAILED AND PROPERLY SCALED IRRIGATION AS-BUILT DRAWINGS IN ACAD FORMAT (2018 VERSION OR LATER) WITHIN 30 DAYS OF PROJECT ACCEPTANCE.THE AS-BUILTS MUST INCLUDE ALL SYSTEM COMPONENTS AND THEIR SIZES.

21.

THE IRRIGATION SYSTEM WILL BE DESIGNED AND BUILT SO THAT THE MAINLINE HAS MINIMAL ROADWAY CROSSINGS.

R E V I S I O N S				ALYSSA GARCIA, R.L.A. R.L.A. LICENSE NUMBER FL #6667475 ATKINS NORTH AMERICA 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		IRRIGATION NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		LD-11
----	----	----	----		OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
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Garcia, Alyssa

10/26/2022 9:26:35 PM

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-11.011, F.A.C.

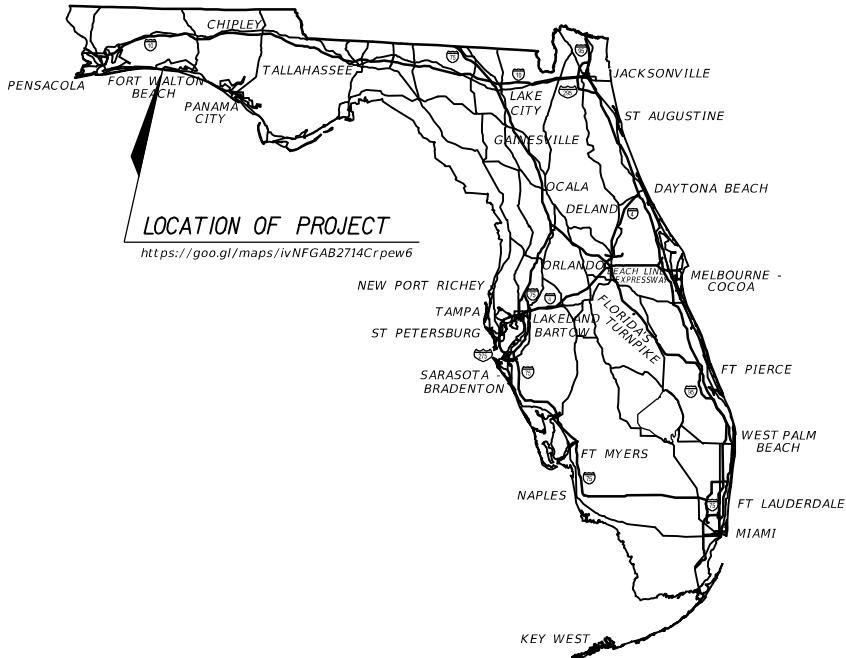


CITY OF DESTIN

CONTRACT PLANS

FINANCIAL PROJECT ID 440553-1-X4-01

OKALOOSA COUNTY
DESTIN CROSS TOWN CONNECTOR



INDEX OF SIGNING & PAVEMENT MARKING PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-1A	SIGNATURE SHEET
S-2	TABULATION OF QUANTITIES
S-3	GENERAL NOTES
S-4 TO S-9	PLAN SHEETS
S-10	ROUNDBOUT DETAIL

SIGNING & PAVEMENT MARKING PLANS

PHASE IV (100%) SUBMITTAL
NOVEMBER 2022

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2022 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH DECEMBER 2021 CITY OF DESTIN LAND DEVELOPMENT CODE, THE 2016 FLORIDA GREENBOOK, THE FY 2022-23 FDOT STANDARD PLANS, AND THE JANUARY 2022 FDOT STANDARD SPECIFICATIONS.

ROADWAY PLANS ENGINEER OF RECORD:

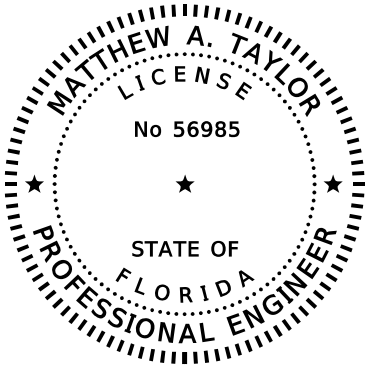
MATTHEW A. TAYLOR, P.E.
P.E. NO.: 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
CONTRACT NO.:
VENDOR NO.:

PROJECT MANAGER:

JOE D. BODI

SHEET
NO.

S-1



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
MATTHEW A TAYLOR, P.E. NO. 56985

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
S-1	KEY SHEET
S-1A	SIGNATURE SHEET
S-2	TABULATION OF QUANTITIES
S-3	GENERAL NOTES
S-4 TO S-9	PLAN SHEETS
S-10	ROUNDABOUT DETAIL

REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		S-1A
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

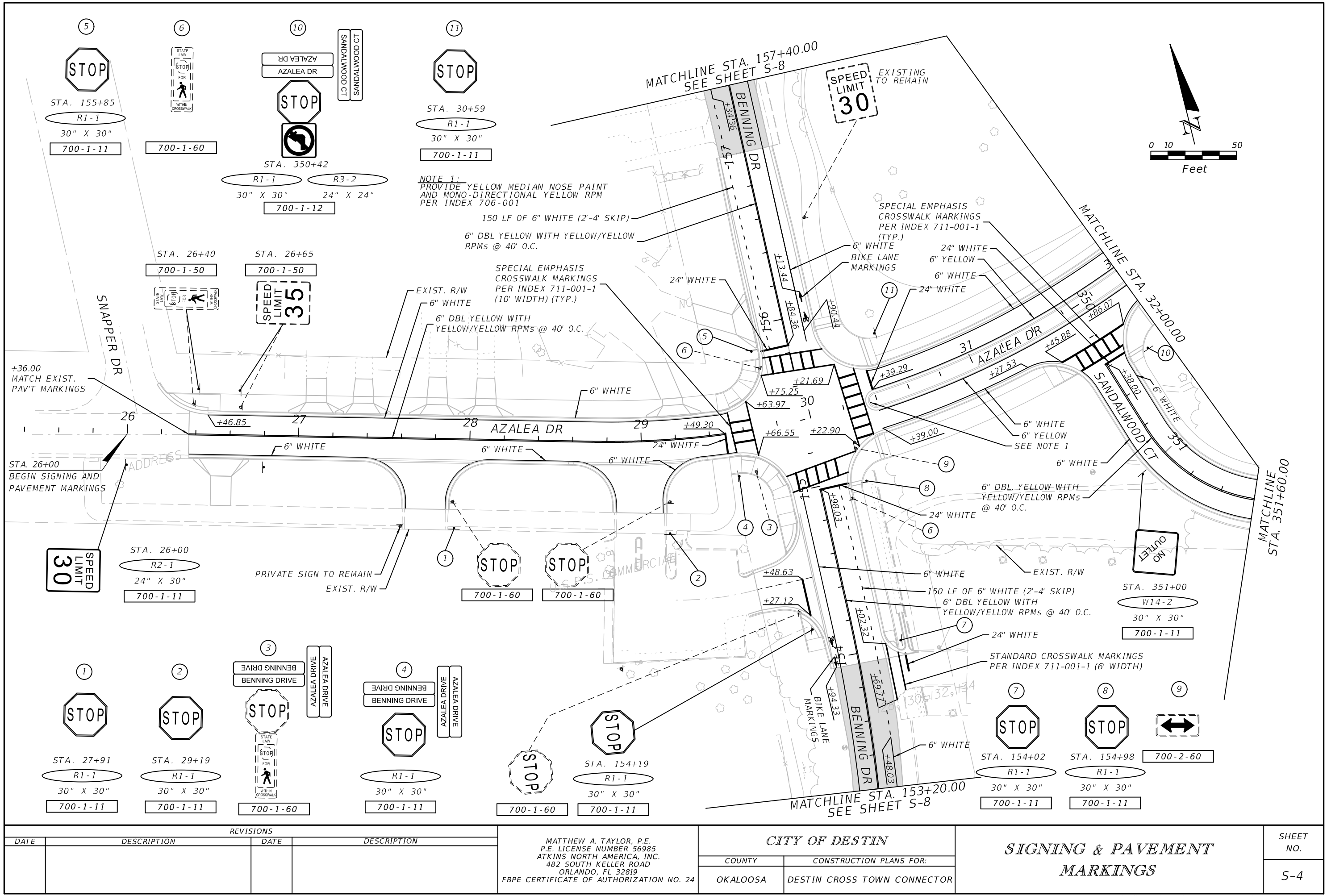
SUMMARY OF SIGNING & PAVEMENT MARKINGS																	
PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS												GRAND TOTAL		NOTES
			S-4		S-5		S-6		S-7		S-8		S-9		PLAN	FINAL	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL			
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	10				1		4		3		18		38		
0700-1-12	SINGLE POST SIGN, F&I, GROUND MOUNT, 12-20 SF	AS	1												2		
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	2						1						3		
0700-1-60	SINGLE POST SIGN, REMOVE	AS	5						5		2				14		
0700-2-60	MULTI-POST SIGN, REMOVE	AS	1						1						2		
0705-10-1	OBJECT MARKER, TYPE 1	EA											2		2		
0705-10-4	OBJECT MARKER, TYPE 4	EA			3										3		
0706-1-3	RAISED PAVEMENT MARKER, TYPE B																
	BI-DIRECTIONAL YELLOW/YELLOW	EA													103		
	MONO-DIRECTIONAL YELLOW	EA													15		
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS													1		
0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF													721		
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF													115		
0711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM													0.057		
0711-11-144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED EXTENSION LINE, 12" FOR ROUNDABOUT	GM													0.025		
0711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA													4		
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA													6		
0711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL AND CHEVRON	LF													64		
0711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF													548		
0711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA													5		
0711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA													5		
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM													1.210		
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM													1.341		
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM													0.022		

REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		TABULATION OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:		S-2
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

GENERAL NOTES

1. THE PAVEMENT MARKINGS AT ALL EXISTING / PROPOSED INTERFACE LOCATIONS ARE TO MATCH IN TERMS OF ALIGNMENT.
2. ANY MARKINGS THAT NEED TO BE REMOVED MAY BE REMOVED BY ANY METHOD WHICH PRODUCES THE SAME RESULTS IN THE SAME MANNER AS HYDRO-BLASTING.
3. ALL REMOVED SIGNS BECOME THE PROPERTY OF THE CONTRACTOR TO BE DISPOSED OF PROPERLY UNLESS OTHERWISE NOTED ON THE PLANS.
4. VERIFY THE LENGTH OF SIGN COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION.
5. SIGN ASSEMBLY LOCATIONS SHOWN ON THE PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, ETC. MAY BE ADJUSTED AS DIRECTED BY THE PROJECT ENGINEER.
6. CAUTION SHOULD BE EXERCISED IN THE INSTALLATION OF POST-MOUNTED ROADSIDE SIGNS IN ORDER TO PREVENT POSSIBLE DAMAGE TO BURIED UTILITIES. CONTRACTOR SHOULD CONSIDER HAND-DIGGING POST HOLES.
7. OUTSIDE CORNERS OF SIGN FACES TO BE CUT CONCENTRIC WITH BORDER. BORDER SHALL BE PARALLEL TO THE EDGE OF SIGN.
8. THE PROJECT ENGINEER MAY REQUIRE THE CONTRACTOR TO FIELD-ADJUST THE LOCATION OF ANY SIGN TO INSURE PROPER VISIBILITY. THE CLEARING AND TRIMMING OF ALL VEGETATION TO ALLOW CLEAR VISIBILITY OF SIGNS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THIS CLEARING SHALL PERMIT UNOBSTRUCTED VIEWING OF THE SIGN FROM THE OUTSIDE LANE FOR A DISTANCE UP TO 1000 FEET IN ADVANCE OF THE SIGN. THE COST FOR CLEARING AND TRIMMING IS INCIDENTAL.
9. THE STREET NAME SIGNS SHALL BE KEPT VISIBLE AT ALL TIMES DURING CONSTRUCTION FOR EMERGENCY RESPONSE PERSONNEL.
10. REMOVE AND REPLACE ALL EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS. IF SIGNS ARE DAMAGED BY THE CONTRACTOR, THE SIGNS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
11. FINAL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
12. FOR SIGN DETAILS, USE THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, 2009.
13. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR, AS DETERMINED BY THE PROJECT ENGINEER, SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		SIGNING AND PAVEMENT MARKING NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		S-3



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

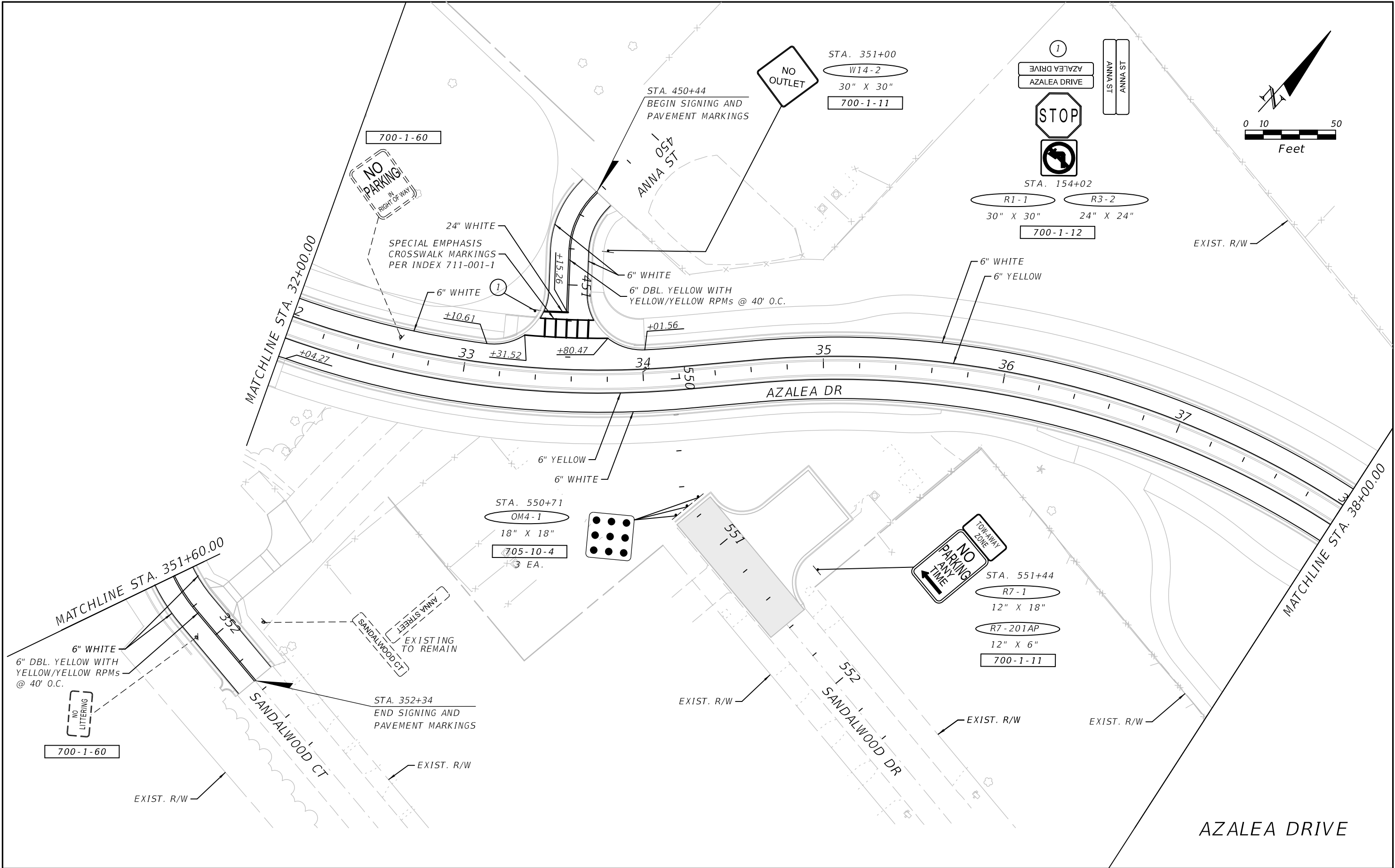
MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

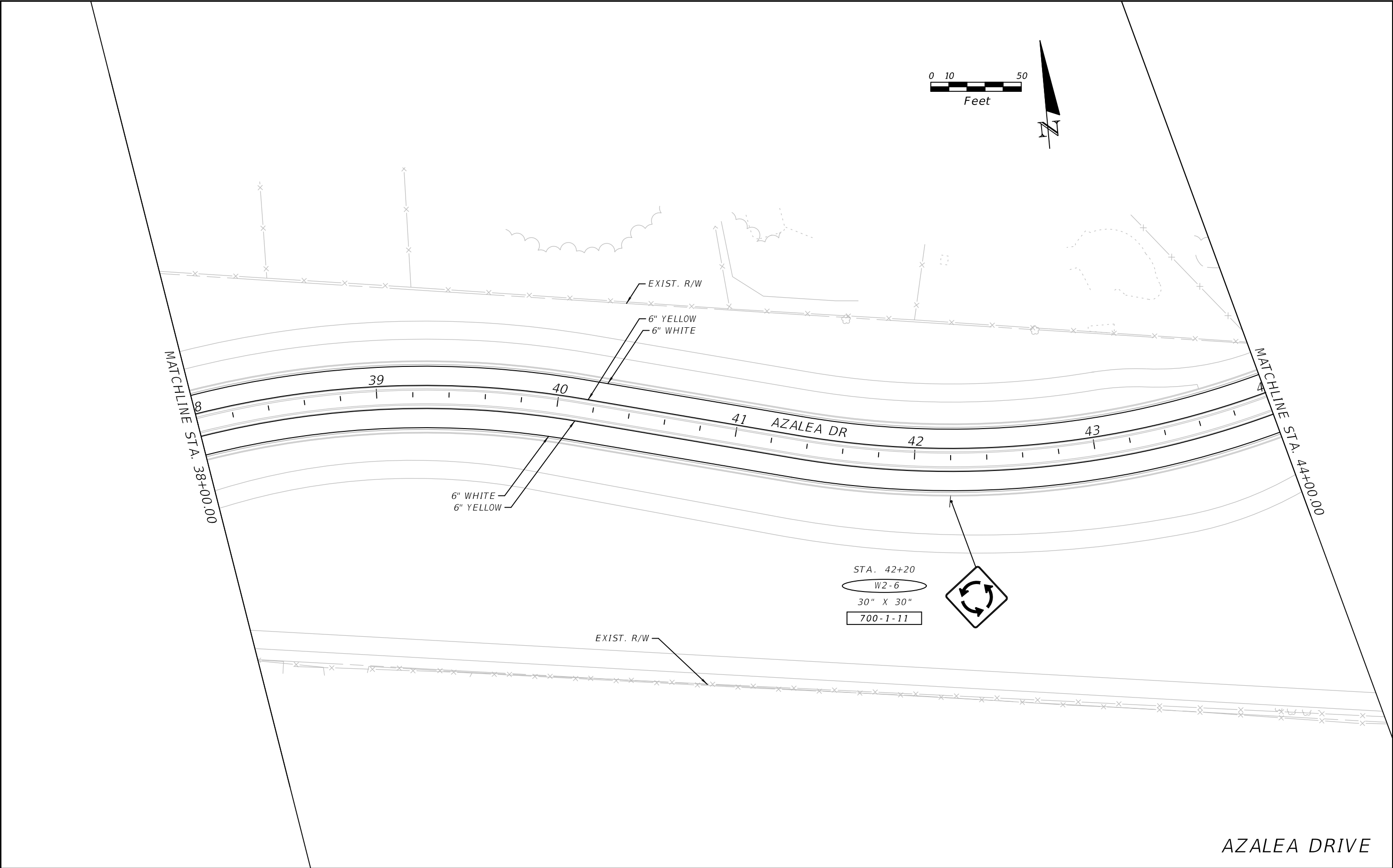
SIGNING & PAVEMENT MARKINGS

SHEET NO.
S-4

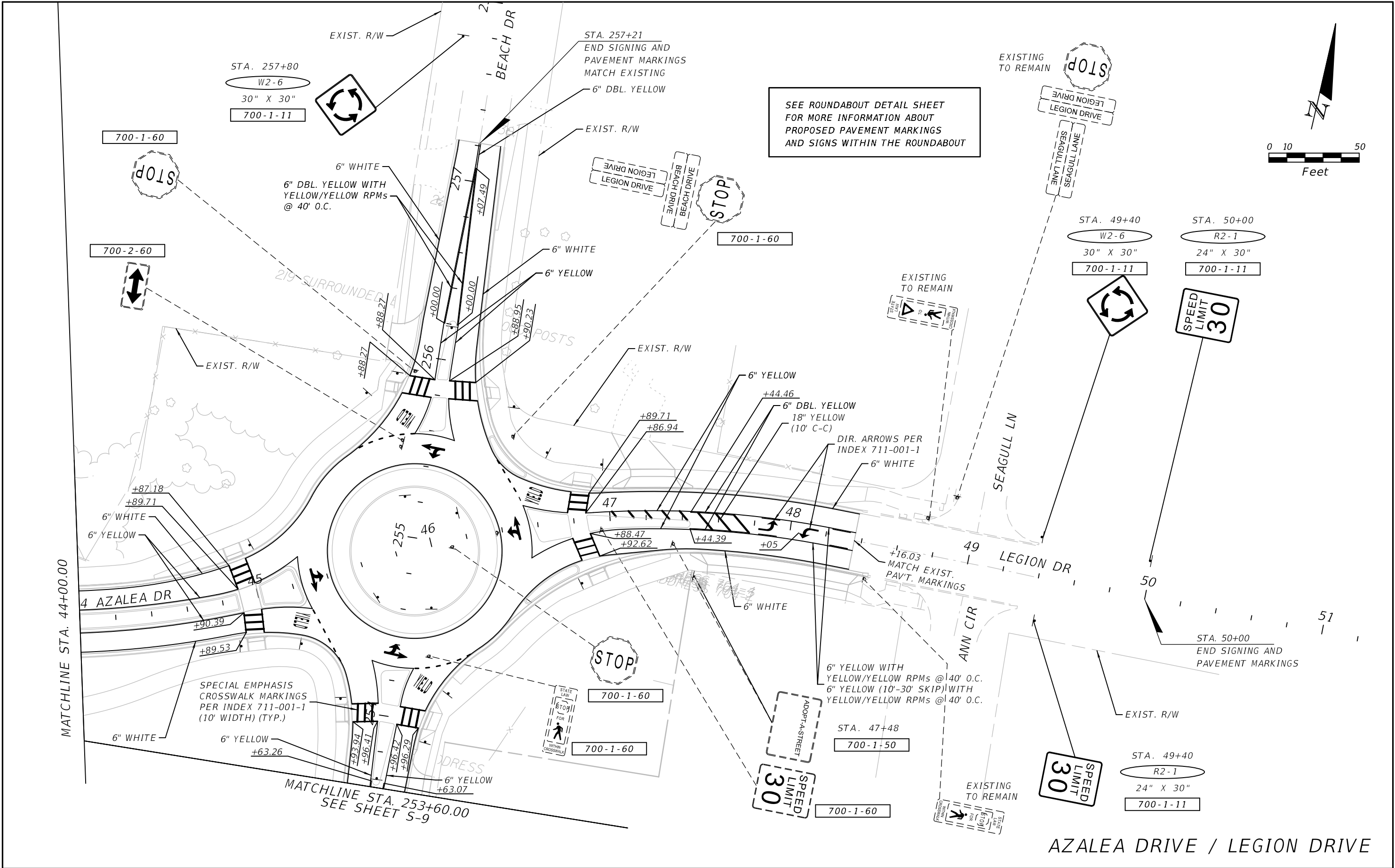
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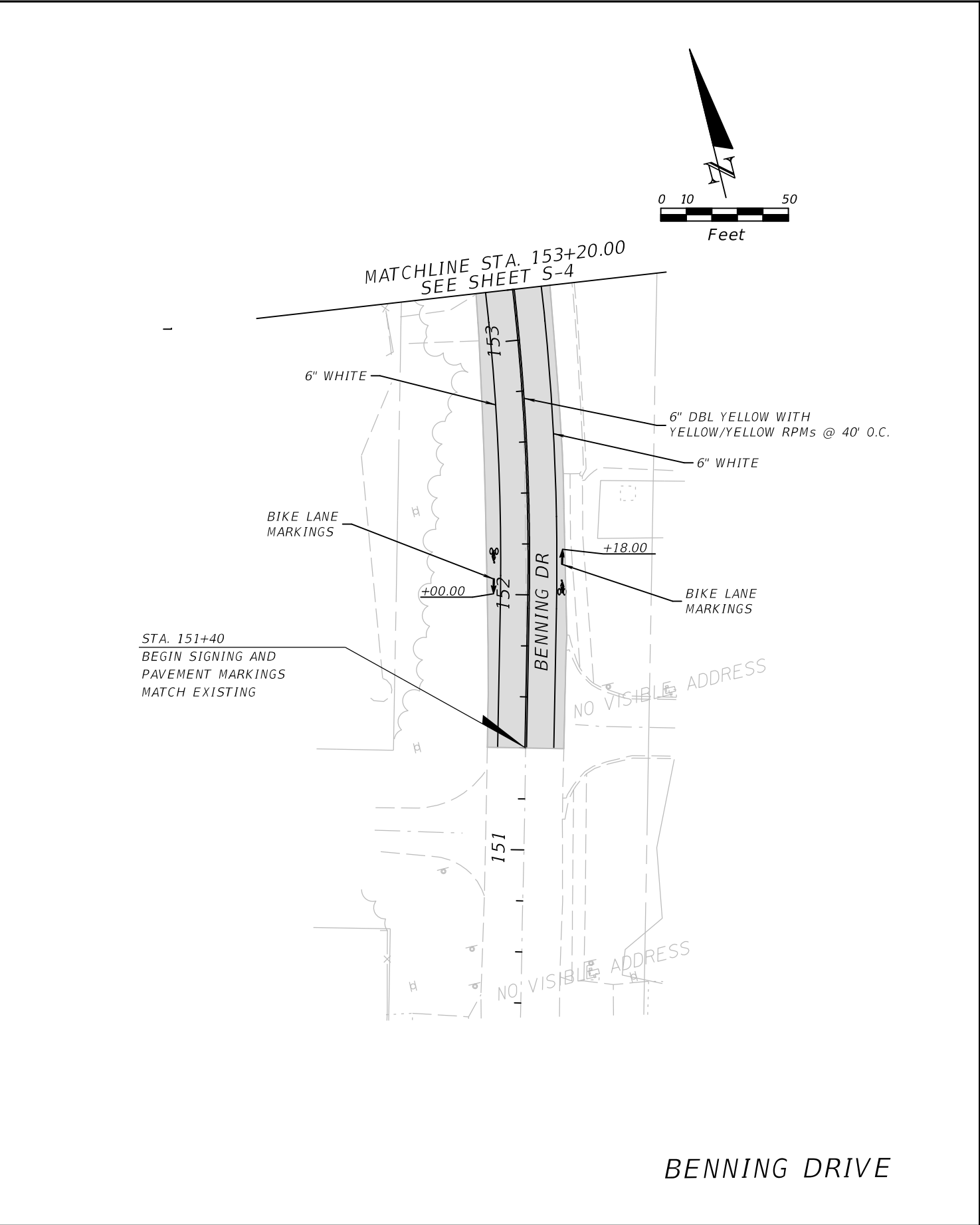
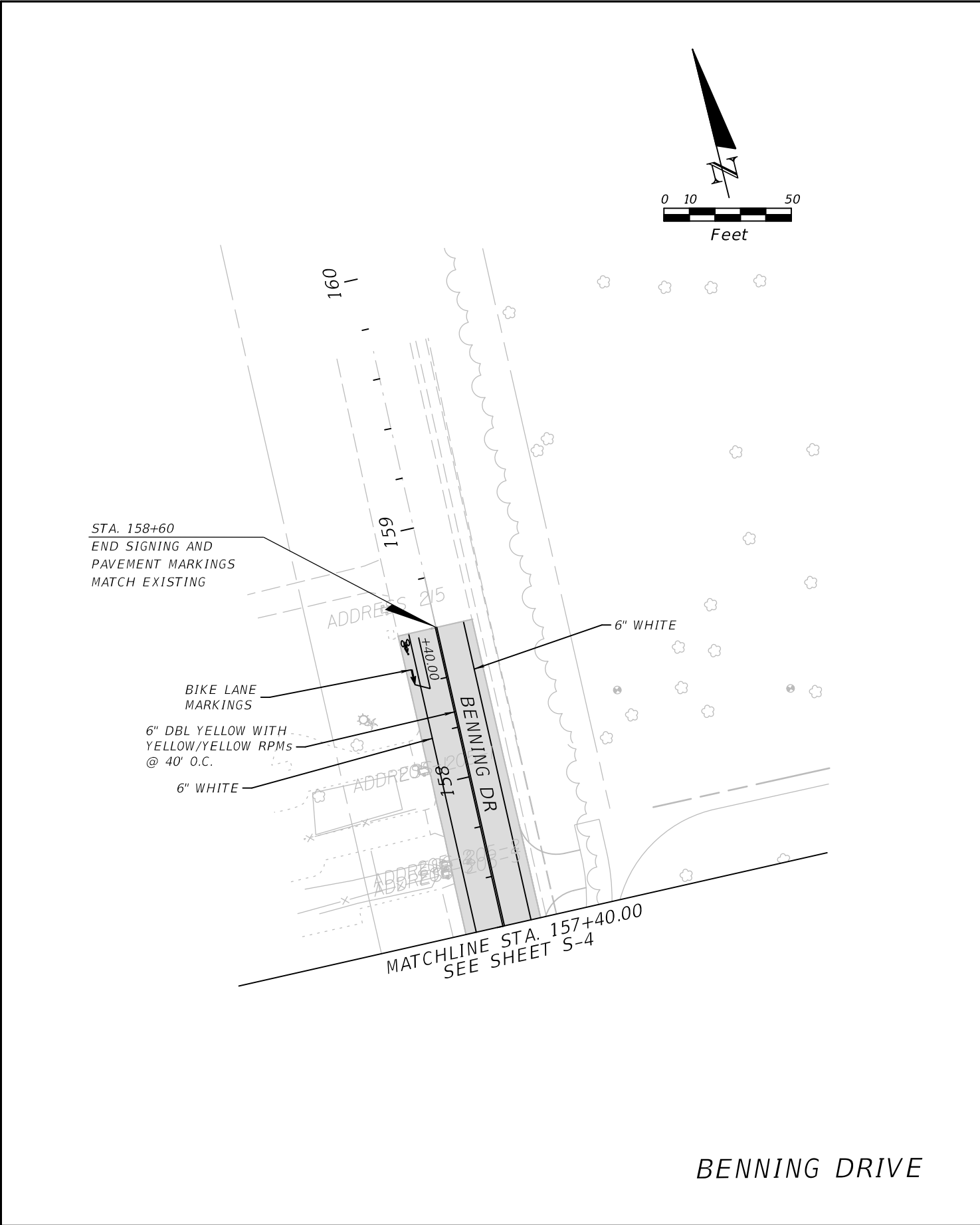
REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		SIGNING & PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		S-5



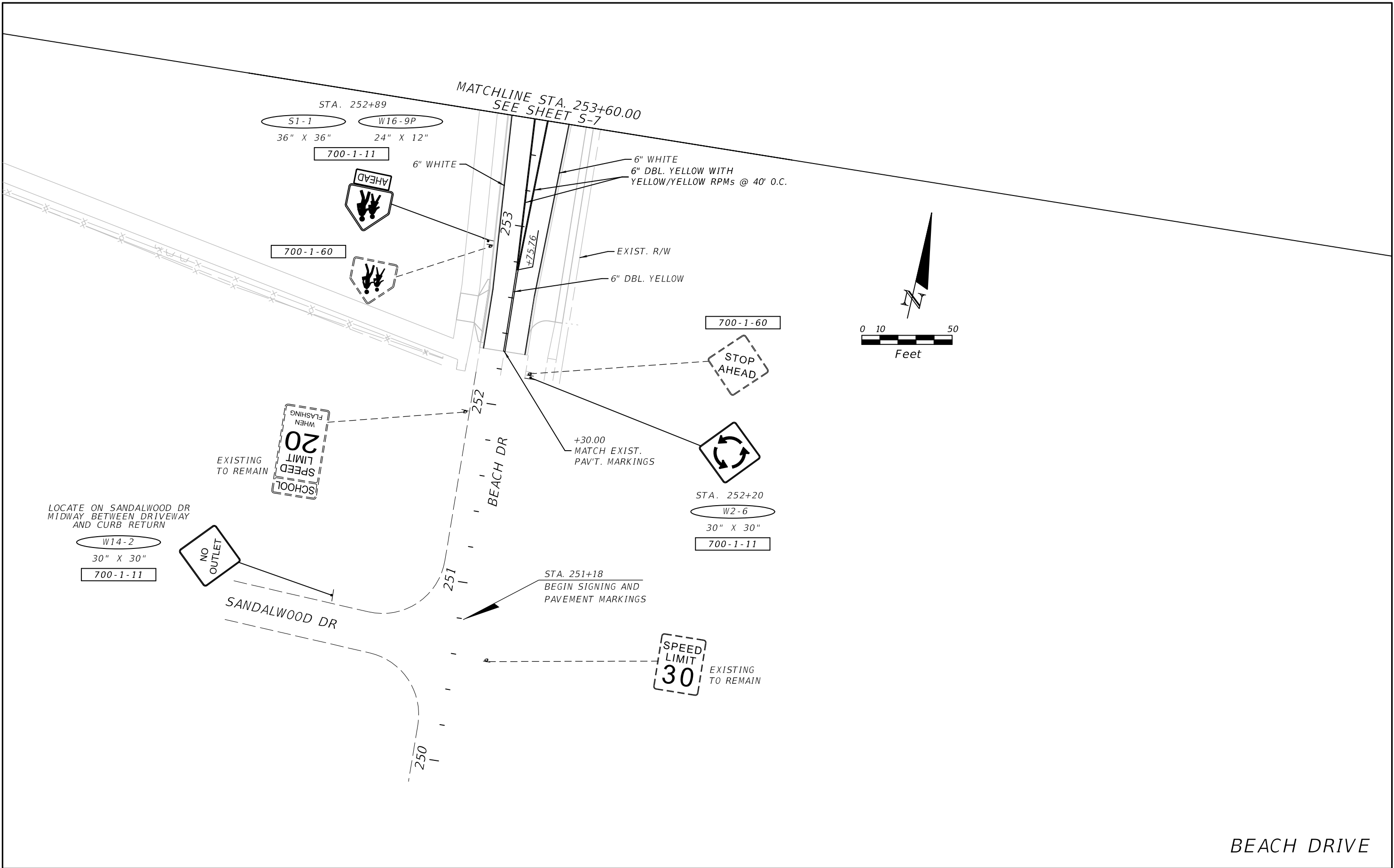
REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		SIGNING & PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		S-6



REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		SIGNING & PAVEMENT MARKINGS	SHEET NO. S-7
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



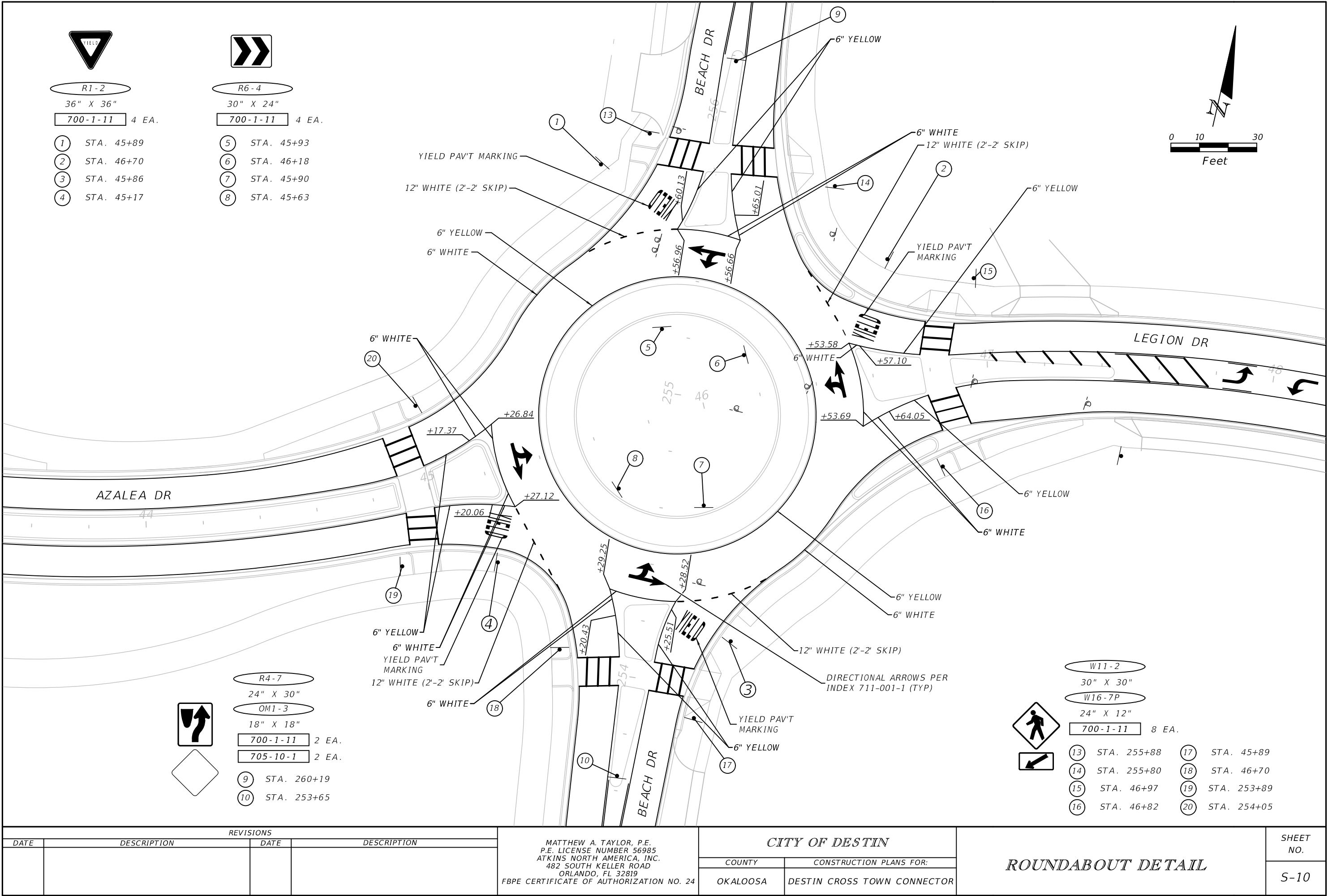
REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		SIGNING & PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		S-8



BEACH DRIVE

REVISIONS				CITY OF DESTIN	SIGNING & PAVEMENT MARKINGS		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
				COUNTY	CONSTRUCTION PLANS FOR:		
				OKALOOSA	DESTIN CROSS TOWN CONNECTOR		S-9

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		SHEET NO. S-10
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:	
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR	

ROUNDAABOUT DETAIL

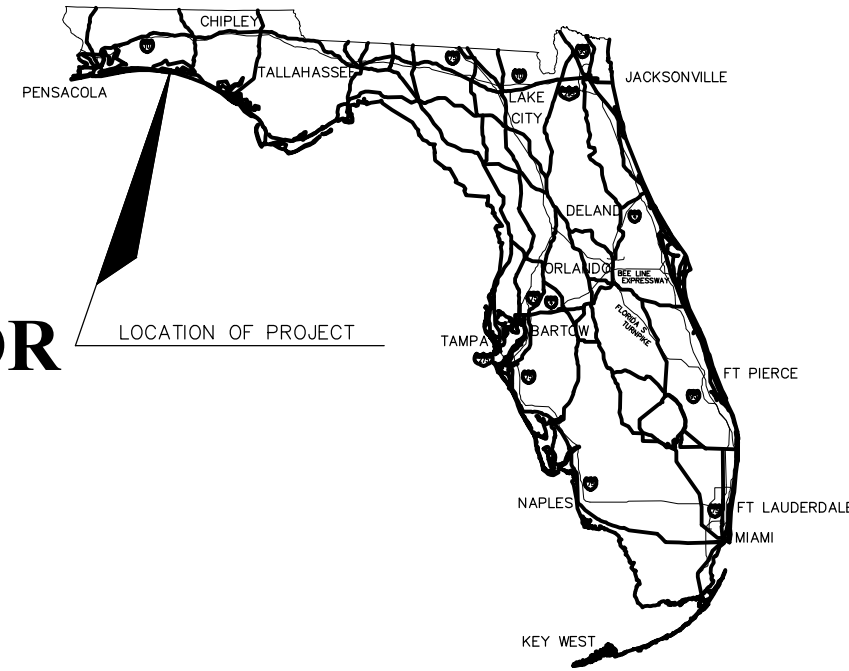
CITY OF DESTIN, FLORIDA

CONSTRUCTION PLANS

FOR

DESTIN CROSS TOWN CONNECTOR

ROADWAY PROJECT



INDEX OF LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
E-001	COVER SHEET
E-002	SUMMARY OF LIGHTING
E-003	ELECTRICAL LEGEND & NOTES
E-004	PANEL SCHEDULES & SPECIFICATIONS
E-005	LIGHTING SCHEDULE & DETAILS
E-100	STREET LIGHTING PLAN A-B
E-101	STREET LIGHTING PLAN C-D
E-102	STREET LIGHTING PLAN E-F
E-103	STREET LIGHTING PLAN G-H

LIGHTING PLANS

LIGHTING SHOP DRAWINGS
TO BE SUBMITTED TO:

PREPARED BY:

ATKINS NORTH AMERICA, INC.
2114 Airport Blvd, Suite 1450
Pensacola, Florida 32504
Phone No. 850.478.9844
Certificate of Authorization # 24

BAGWELL ENGINEERING, INC.
216 E. Government St.
Pensacola, Florida 32502
Phone No. 850.462-8040
Fl Authorization # 30167

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

LIGHTING PLANS
ENGINEER OF RECORD: DAVID M. BAGWELL, P.E.

P.E. NO.: 59251

SHEET
NO.
E-001

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE LATEST CITY OF DESTIN
LAND DEVELOPMENT CODE AND FDOT STANDARDS & SPECIFICATIONS.

100% PLANS
NOVEMBER 2022

SUMMARY OF LIGHTING										
ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS							
			E-100		E-101		E-102		E-103	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
630-2-11	CONDUIT IN OPEN TRENCH	LF	1350		1500		1600		1150	
630-1-122	NEW UNDERGROUND ELECTRIC POWER SERVICE WITH METER BASE	AS	1		-		-		1	
630-2-1	ELECTRIC SERVICE WIRE	LF	300		-		-		300	
715-1-11	LIGHTING-CONDUCTORS	LF	4050		4500		4800		3450	
715-4-215	LIGHT POLE COMPLETE (LUMINAIRE, POLE, FOUNDATION)	EA	16		17		17		14	
715-5-31	LUMINAIRE & BRACKET ARM	EA	16		17		17		15	
715-500-1	LIGHT POLE CABLE DISTRIBUTION SYSTEM	EA	16		17		17		14	

ELECTRICAL GENERAL NOTES

1. GENERAL CONTRACTOR SHALL FIELD-VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING ANY WORK, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES. FAILURE TO DO SO INDICATES THAT THE CONTRACTOR ACCEPTS THE CONDITIONS AS THEY EXIST, AND SHALL PERFORM THE WORK REQUIRED AS SHOWN AND SPECIFIED.
2. FURNISH ALL EQUIPMENT AND LABOR, PERFORM ALL LABOR WITH SUPERVISION, BEAR ALL EXPENSES, AS NECESSARY FOR THE SATISFACTORY COMPLETION OF ALL WORK READY FOR OPERATION.
3. COMPLY WITH ALL LOCAL CODE, LAWS, AND ORDINANCES APPLICABLE TO ELECTRICAL WORK, THE STATE BUILDING CODE, THE NATIONAL ELECTRIC CODE, AND UFC PUBLICATIONS. OBTAIN ALL PERMITS REQUIRED BY LOCAL ORDINANCES.
4. THE GENERAL CONTRACTOR SHALL NOTIFY THE CONTRACT MANAGER IMMEDIATELY OF ANY CONFLICTS/DISCREPANCIES BETWEEN DISCIPLINES BEFORE ORDERING EQUIPMENT/MATERIALS.
5. ALL CONDUCTORS INDICATED ON PLAN SHALL BE COPPER UNLESS NOTED OTHERWISE.
6. ALL ELECTRICAL WORK AND MATERIALS USED IN THIS PROJECT SHALL BE NEW, UNDERWRITERS' LABORATORIES (UL) LISTED AND LABELED, AND SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS NOTED OTHERWISE.
7. THE CONDUIT SYSTEMS UTILIZED SHALL BE AS FOLLOWS:

A) BELOW GRADE - PVC SCHEDULE 80

B) TRANSITIONS FROM BELOW GRADE (WHICH SHALL INCLUDE A 'RSC' FACTORY 90 DEGREE ELBOW) TO ABOVE GRADE AND/OR THRU SLAB - RIGID GALVANIZED STEEL (RGS)
8. ALL NEW CONDUITS RUN UNDERGROUND SHALL HAVE A MINIMUM BURIAL DEPTH OF 36" UNLESS NOTED OTHERWISE
9. WHERE CONFLICTS OCCUR ON ELECTRICAL DRAWINGS BETWEEN DRAWINGS, SPECIFICATIONS AND CODES, THE MOST STRINGENT REQUIREMENT THAT APPLIES SHALL BE ADHERED TO.
10. COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO INSTALLATION.
11. ALL FINISHES AND COLORS SHALL BE APPROVED BY CITY OF DESTIN PRIOR TO ORDERING MATERIALS.
12. ALL GROUNDING SHALL BE IN ACCORDANCE WITH NEC.
13. ALL WIRING FOR LIGHTING CIRCUITS SHALL BE A MINIMUM OF #10 AWG COPPER UNLESS NOTED OTHERWISE.
14. ALL PANELBOARDS SHALL BE IN STAINLESS STEEL ENCLOSURES.
15. MINIMUM CONDUIT SIZE FOR LIGHTING CIRCUITS SHALL BE 1".

ELECTRICAL LEGEND

BRANCH CIRCUITING

— RUN UNDERGROUND

LA-1 HOMERUN TO PANEL. ANY CIRCUIT WITHOUT FURTHER IDENTIFICATION INDICATES 2 #10, 1 #10 GROUND - 1" C; 3 #10, 1 #10 GROUND - 1" C; 3 #10, 1 #10 GROUND - 3/4" C; ETC. AS PER NEC. LETTERS AND NUMERALS INDICATE PANEL AND CIRCUIT NUMBER

LIGHTING

□ POLE MOUNTED LED LIGHTING FIXTURE

PANELS AND POWER

120/240V PANELBOARD. SEE TYPICAL PANEL MOUNTING DETAIL THIS SHEET.

MISCELLANEOUS

C. CONDUIT

EMT ELECTRICAL METALLIC TUBING

GND. GROUND

GFCI GROUND FAULT CIRCUIT INTERRUPTER

LFMC LIQUID FLEXIBLE METAL CONDUIT

MTD. MOUNTED

PVC POLYVINYL CHLORIDE

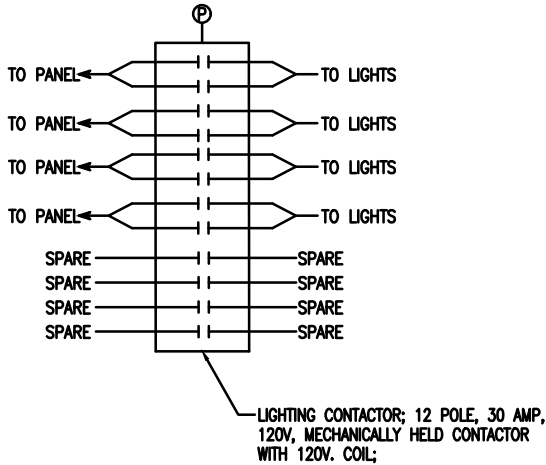
RSC RIGID STEEL CONDUIT

RGS RIGID GALVANIZED STEEL

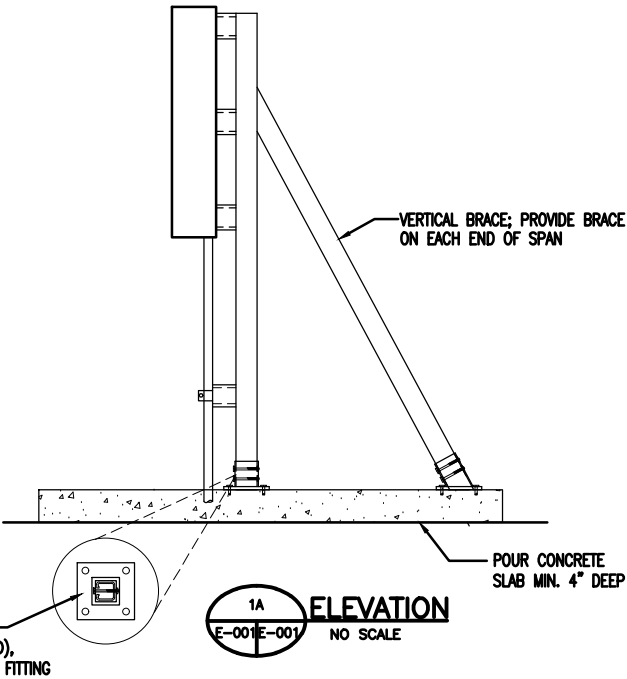
U.N.O. UNLESS NOTED OTHERWISE

V. VOLTS

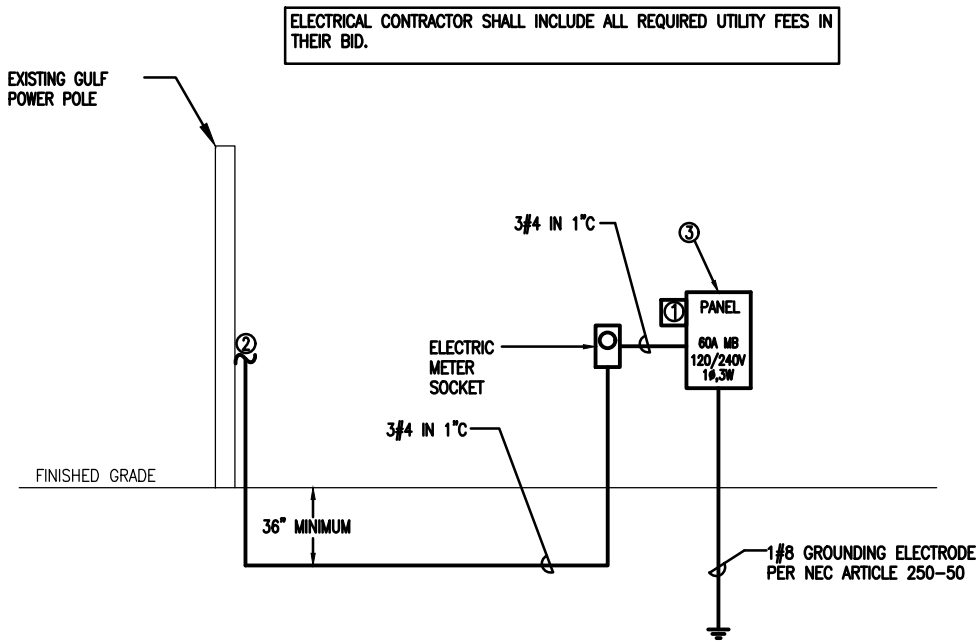
WP WEATHERPROOF



TYPICAL LIGHTING CONTROL DIAGRAM
NOT TO SCALE



100% SUBMITTAL
NOT FOR CONSTRUCTION



TYPICAL POWER RISER DIAGRAM
NOT TO SCALE

SITE POWER RISER DIAGRAM KEYNOTES:

- ① SURGE SUPPRESSOR;
- ② 3/4 IN 1" C; COORDINATE EXACT CONNECTION WITH GULF POWER PRIOR TO CONSTRUCTION.
- ③ LOCKABLE STAINLESS STEEL NEMA 3R ENCLOSURE

TYPICAL PANEL MOUNTING DETAIL
NOT TO SCALE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

B

BAGWELL ENGINEERING, INC

216 E. Government St. Pensacola, FL 32502 Phone: (850) 462-8040

FL Authorization No. 30167 FL PE No. 59251 Job Number: 21-061

ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

ELECTRICAL LEGEND & NOTES

SHEET NO.
E-003

120/240 VOLT 1Ø 3W 60 AMP MAIN BREAKER				CIRCUIT BREAKER PANEL SCHEDULE LAI				UNISTRUT MOUNTED NEMA 3R ENCLOSURE			
CKT	LOAD DESCRIPTION	BREAKER		LOAD	KVA	BREAKER		LOAD DESCRIPTION	CKT		
		POLE	AMP			AMP	POLE				
1	LIGHTS	2	20	1.92	1.15	20	2	LIGHTS	2		
3	↓	↓	↓			↓	↓		4		
5	LIGHTS	2	20	1.28	1.79	20	2	LIGHTS	6		
7	↓	↓	↓			↓	↓		8		
9	LIGHTING CONTACTOR	1	20			20	2	SPARE	10		
11	SPACE ONLY	-	---			↓	↓		12		
13	SPACE ONLY	-	---			---	-	SPACE ONLY	14		
15	SPACE ONLY	-	---			---	-	SPACE ONLY	16		
17	SPACE ONLY	-	---			---	-	SPACE ONLY	18		
9	SPACE ONLY	-	---			---	-	SPACE ONLY	10		
11	SPACE ONLY	-	---			30	2	SURGE SUPPRESSOR	12		
13	SPACE ONLY	-	---			↓	↓	↓	14		
TOTAL CONNECTED LOAD: 6.14 kVA MINIMUM INTERRUPTING CAPACITY: 10,000 AMPS SYMMETRICAL											

120/240 VOLT 1Ø 3W
60 AMP MAIN BREAKER

CIRCUIT BREAKER PANEL SCHEDULE
LA2

UNISTRUT MOUNTED
NEMA 3R ENCLOSURE

CKT	LOAD DESCRIPTION	BREAKER		LOAD KVA		BREAKER		LOAD DESCRIPTION	CKT
		POLE	AMP			AMP	POLE		
1	LIGHTS	2	20	1.41	1.02	20	2	LIGHTS	2
3	↓	↓	↓			↓	↓		4
5	LIGHTS	2	20	1.41		20	2	SPARE	6
7	↓	↓	↓			↓	↓		8
9	LIGHTING CONTACTOR	1	20			---	-	SPACE ONLY	10
11	SPACE ONLY	-	---			---	-	SPACE ONLY	12
13	SPACE ONLY	-	---			---	-	SPACE ONLY	14
15	SPACE ONLY	-	---			---	-	SPACE ONLY	16
17	SPACE ONLY	-	---			---	-	SPACE ONLY	18
9	SPACE ONLY	-	---			---	-	SPACE ONLY	10
11	SPACE ONLY	-	---			30	2	SURGE SUPPRESSOR	12
13	SPACE ONLY	-	---			↓	↓	↓	14
TOTAL CONNECTED LOAD: 3.58 KVA MINIMUM INTERRUPTING CAPACITY: 10,000 AMPS SYMMETRICAL									

CONDUIT SPECIFICATIONS

1. RIGID METAL CONDUIT SHALL COMPLY WITH UL 6.
2. PVC CONDUIT FOR FOR DIRECT BURIAL SHALL BE SCHEDULE 80 AND COMPLY WITH UL 651 AND NEMA TC 2.
3. RUN CONDUIT IN STRAIGHT LINES EXCEPT WHERE A CHANGE OF DIRECTION IS NECESSARY. PROVIDE NUMBERS AND SIZES OF DUCTS AS INDICATED.
4. PERFORM CHANGES IN DUCTBANK DIRECTION AS FOLLOWS:

A. SHORT-RADIUS MANUFACTURED 90-DEGREE DUCT BENDS MAY BE USED ONLY FOR POLE OR EQUIPMENT RISERS, UNLESS SPECIFICALLY INDICATED AS ACCEPTABLE.

B. THE MINIMUM MANUFACTURED BEND RADIUS MUST BE 18 INCHES

C. AS AN EXCEPTION TO THE BEND RADIUS REQUIRED ABOVE, PROVIDE FIELD MANUFACTURED LONGSWEEP BENDS HAVING A MINIMUM RADIUS OF 25 FEET FOR A CHANGE OF DIRECTION OF MORE THAN 5 DEGREES, EITHER HORIZONTALLY OR VERTICALLY, USING A COMBINATION OF CURVED AND STRAIGHT SECTIONS. MAXIMUM MANUFACTURED CURVED SECTIONS: 30 DEGREES.
5. DUCTS MUST BE KEPT CLEAN OF CONCRETE, DIRT, OR FOREIGN SUBSTANCES DURING CONSTRUCTION. FIELD CUTS REQUIRING TAPERS MUST BE MADE WITH PROPER TOOLS AND MATCH FACTORY TAPERS. A COUPLING RECOMMENDED BY THE DUCT MANUFACTURER MUST BE USED WHENEVER AN EXISTING DUCT IS CONNECTED TO A DUCT OF DIFFERENT MATERIAL OR SHAPE. DUCTS MUST BE STORED TO AVOID WARPING AND DETERIORATION WITH ENDS SUFFICIENTLY PLUGGED TO PREVENT ENTRY OF ANY WATER OR SOLID SUBSTANCES. DUCTS MUST BE THOROUGHLY CLEANED BEFORE BEING LAID. PLASTIC DUCTS MUST BE STORED ON A FLAT SURFACE AND PROTECTED FROM THE DIRECT RAYS OF THE SUN.
6. DRAW A STIFF BRISTLE BRUSH THROUGH UNTIL CONDUIT IS CLEAR OF PARTICLES OF EARTH, SAND AND GRAVEL; THEN IMMEDIATELY INSTALL CONDUIT PLUGS.
5. DEPTHS TO TOP OF THE CONDUIT FOR BRANCH CIRCUITS MUST BE NOT LESS THAN 24 INCHES BELOW FINISHED GRADE. PROVIDE NOT LESS THAN 3 INCHES CLEARANCE FROM THE CONDUIT TO EACH SIDE OF THE TRENCH. GRADE BOTTOM OF TRENCH SMOOTH; WHERE ROCK, SOFT SPOTS, OR SHARP-EDGED MATERIALS ARE ENCOUNTERED, EXCAVATE THE BOTTOM FOR AN ADDITIONAL 3 INCHES, FILL AND TAMP LEVEL WITH ORIGINAL BOTTOM WITH SAND OR EARTH FREE FROM PARTICLES, THAT WOULD BE RETAINED ON A 1/4 INCH SIEVE. THE FIRST 6 INCH LAYER OF BACKFILL COVER MUST BE SAND COMPACTED AS PREVIOUSLY SPECIFIED. THE REST OF THE EXCAVATION MUST BE BACKFILLED AND COMPACTED IN< 3 TO 6 INCH LAYERS. PROVIDE RED 3 INCH WIDE DETECTABLE WARNING TAPE.

PANELBOARD SPECIFICATIONS

- PANELBOARDS
- PART 1 – GENERAL
- 1.1 SUMMARY
- A. SECTION INCLUDES DISTRIBUTION PANELBOARDS AND LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS.
- 1.2 QUALITY ASSURANCE
- A. ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES: LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.
- B. COMPLY WITH NEMA PB 1.
- C. COMPLY WITH NFPA 70.
- 1.3 WARRANTY
- A. SPECIAL WARRANTY: MANUFACTURER’S STANDARD FORM IN WHICH MANUFACTURER AGREES TO REPAIR OR REPLACE TRANSIENT VOLTAGE SUPPRESSION DEVICES THAT FAIL IN MATERIALS OR WORKMANSHIP WITHIN SPECIFIED WARRANTY PERIOD.
1. WARRANTY PERIOD: FIVE YEARS FROM DATE OF SUBSTANTIAL COMPLETION.
- PART 2 – PRODUCTS
- 2.1 GENERAL REQUIREMENTS FOR PANELBOARDS
- A. ENCLOSURES: SURFACE-MOUNTED CABINETS.
1. RATED FOR ENVIRONMENTAL CONDITIONS AT INSTALLED LOCATION.
- a. OUTDOOR LOCATIONS: NEMA 250, TYPE 3R, STAINLESS STEEL.
2. FRONT: SECURED TO BOX WITH CONCEALED TRIM CLAMPS.
3. HINGED FRONT COVER: ENTIRE FRONT TRIM HINGED TO BOX AND WITH STANDARD DOOR WITHIN HINGED TRIM COVER.
4. DIRECTORY CARD: INSIDE PANELBOARD DOOR, MOUNTED IN TRANSPARENT CARD HOLDER.
- B. INCOMING MAINS LOCATION: TOP AND BOTTOM.
- C. PHASE, NEUTRAL, AND GROUND BUSES: HARD-DRAWN COPPER, 98 PERCENT CONDUCTIVITY.
- D. CONDUCTOR CONNECTORS: SUITABLE FOR USE WITH CONDUCTOR MATERIAL AND SIZES.
1. MATERIAL: HARD-DRAWN COPPER, 98 PERCENT CONDUCTIVITY.
2. MAIN AND NEUTRAL LUGS: MECHANICAL TYPE.
3. GROUND LUGS AND BUS CONFIGURED TERMINATORS: MECHANICAL TYPE.
4. FEED-THROUGH LUGS: MECHANICAL TYPE, SUITABLE FOR USE WITH CONDUCTOR MATERIAL. LOCATE AT OPPOSITE END OF BUS FROM INCOMING LUGS OR MAIN DEVICE.
5. SUBFEED (DOUBLE) LUGS: MECHANICAL TYPE SUITABLE FOR USE WITH CONDUCTOR MATERIAL. LOCATE AT SAME END OF BUS AS INCOMING LUGS OR MAIN DEVICE.
- E. SERVICE EQUIPMENT LABEL: NRTL LABELED FOR USE AS SERVICE EQUIPMENT FOR PANELBOARDS WITH ONE OR MORE MAIN SERVICE DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES.
- F. FUTURE DEVICES: MOUNTING BRACKETS, BUS CONNECTIONS, FILLER PLATES, AND NECESSARY APPURTENANCES REQUIRED FOR FUTURE INSTALLATION OF DEVICES.
- G. PANELBOARD SHORT-CIRCUIT CURRENT RATING: RATED FOR SERIES-CONNECTED SYSTEM WITH INTEGRAL OR REMOTE UPSTREAM OVERCURRENT PROTECTIVE DEVICES AND LABELED BY AN NRTL. INCLUDE SIZE AND TYPE OF ALLOWABLE UPSTREAM AND BRANCH DEVICES, AND LISTED AND LABELED FOR SERIES-CONNECTED SHORT-CIRCUIT RATING BY AN NRTL.
- H. PANELBOARD SHORT-CIRCUIT CURRENT RATING: FULLY RATED TO INTERRUPT SYMMETRICAL SHORT-CIRCUIT CURRENT AVAILABLE AT TERMINALS.
- 2.2 PERFORMANCE REQUIREMENTS
- A. SURGE SUPPRESSION: FACTORY INSTALLED AS AN INTEGRAL PART OF INDICATED PANELBOARDS, COMPLYING WITH UL 1449 SPD TYPE 1.
- 2.3 PANELBOARDS
- A. PANELBOARDS, AS SPECIFIED IN THIS ARTICLE, FALL UNDER REQUIREMENTS OF "POWER PANELBOARDS" IN NFPA 70.
- B. PANELBOARDS: NEMA PB 1, POWER AND FEEDER DISTRIBUTION TYPE.
- C. DOORS: SECURED WITH VAULT-TYPE LATCH WITH TUMBLER LOCK; KEYED ALIKE.
- D. MAINS: CIRCUIT BREAKER.
- E. BRANCH OVERCURRENT PROTECTIVE DEVICES: FOR CIRCUIT-BREAKER FRAME SIZES 125 A AND SMALLER: BOLT-ON CIRCUIT BREAKERS.
- PART 3 – EXECUTION
- 3.1 INSTALLATION
- A. RECEIVE, INSPECT, HANDLE, STORE AND INSTALL PANELBOARDS AND ACCESSORIES ACCORDING TO NECA 407.2 E
- B. MOUNT TOP OF TRIM 90 INCHES (2286 MM) ABOVE FINISHED FLOOR UNLESS OTHERWISE INDICATED.
- C. MOUNT PANELBOARD CABINET PLUMB AND RIGID WITHOUT DISTORTION OF BOX. MOUNT RECESSED PANELBOARDS WITH FRONTS UNIFORMLY FLUSH WITH WALL FINISH AND MATING WITH BACK BOX.
- D. INSTALL OVERCURRENT PROTECTIVE DEVICES AND CONTROLLERS NOT ALREADY FACTORY INSTALLED.
1. SET FIELD-ADJUSTABLE, CIRCUIT-BREAKER TRIP RANGES.
- F. INSTALL FILLER PLATES IN UNUSED SPACES.
- G. STUB FOUR 1-INCH (27-GRC) EMPTY CONDUITS FROM PANELBOARD INTO ACCESSIBLE CEILING SPACE OR SPACE DESIGNATED TO BE CEILING SPACE IN THE FUTURE. STUB FOUR 1-INCH (27-GRC) EMPTY CONDUITS INTO RAISED FLOOR SPACE OR BELOW SLAB NOT ON GRADE.
- H. ARRANGE CONDUCTORS IN GUTTERS INTO GROUPS AND BUNDLE AND WRAP WITH WIRE TIES.
- I. COMPLY WITH NECA 1.
- 3.2 IDENTIFICATION
- A. IDENTIFY FIELD-INSTALLED CONDUCTORS, INTERCONNECTING WIRING, AND COMPONENTS; PROVIDE WARNING SIGNS COMPLYING WITH SECTION 260553 "IDENTIFICATION FOR ELECTRICAL SYSTEMS."
- B. CREATE A DIRECTORY TO INDICATE INSTALLED CIRCUIT LOADS AND INCORPORATING OWNER’S FINAL ROOM DESIGNATIONS. OBTAIN APPROVAL BEFORE INSTALLING. USE A COMPUTER OR TYPEWRITER TO CREATE DIRECTORY; HANDWRITTEN DIRECTORIES ARE NOT ACCEPTABLE.
- C. PANELBOARD NAMEPLATES: LABEL EACH PANELBOARD
- 3.3 FIELD QUALITY CONTROL
- A. PERFORM TESTS AND INSPECTIONS.
- B. ACCEPTANCE TESTING PREPARATION:
1. TEST INSULATION RESISTANCE FOR EACH PANELBOARD BUS, COMPONENT, CONNECTING SUPPLY, FEEDER, AND CONTROL CIRCUIT.
2. TEST CONTINUITY OF EACH CIRCUIT.

CONDUCTOR SPECIFICATIONS

1. PROVIDE WIRES AND CABLES IN ACCORDANCE APPLICABLE REQUIREMENTS OF NFPA 70 AND UL FOR TYPE OF INSULATION, JACKET, AND CONDUCTOR SPECIFIED OR INDICATED. DO NOT USE WIRES AND CABLES MANUFACTURED MORE THAN 12 MONTHS PRIOR TO DATE OF DELIVERY TO SITE.
2. PROVIDE THE FOLLOWING:

a. CONDUCTOR SIZES AND CAPACITIES SHOWN ARE BASED ON COPPER, UNLESS INDICATED OTHERWISE.

b. CONDUCTORS NO. 8 AWG AND LARGER DIAMETER: STRANDED.

c. CONDUCTORS NO. 10 AWG AND SMALLER DIAMETER: SOLID.
3. ALL CONDUCTORS SHALL BE COPPER.
4. PROVIDE MINIMUM CONDUCTOR SIZE IN ACCORDANCE WITH THE FOLLOWING:

a. BRANCH CIRCUITS: NO. 10 AWG.
5. PROVIDE COLOR CODING FOR BRANCH CIRCUIT CONDUCTORS.

5.1 PROVIDE COLOR CODING OF GROUND AND NEUTRAL CONDUCTORS AS FOLLOWS:

a. GROUNDING CONDUCTORS: GREEN.

5.2 PROVIDE COLOR CODING OF UNGROUNDED CONDUCTORS IN DIFFERENT VOLTAGE SYSTEMS AS FOLLOWS:

a. PHASE A – BLACK

b. PHASE B – RED
6. UNLESS SPECIFIED OR INDICATED OTHERWISE OR REQUIRED BY NFPA 70, PROVIDE POWER AND LIGHTING WIRES RATED FOR 600-VOLTS, TYPE XHHW CONFORMING TO UL 44, EXCEPT THAT GROUNDING WIRE MAY BE TYPE TW CONFORMING TO UL 83; REMOTE-CONTROL AND SIGNAL CIRCUITS: TYPE TW OR TF, CONFORMING TO UL 83. WHERE LIGHTING FIXTURES REQUIRE 90-DEGREE CENTIGRADE (C) CONDUCTORS, PROVIDE ONLY CONDUCTORS WITH 90-DEGREE C INSULATION OR BETTER.
7. BONDING CONDUCTORS SHALL BE ASTM B1, SOLID BARE COPPER WIRE FOR SIZES NO. 8 AWG AND SMALLER DIAMETER; ASTM B8, CLASS B, STRANDED BARE COPPER WIRE FOR SIZES NO. 6 AWG AND LARGER DIAMETER.
8. PROVIDE INSULATED CONDUCTORS INSTALLED IN EMT, EXCEPT WHERE SPECIFICALLY INDICATED OR SPECIFIED OTHERWISE OR REQUIRED BY NFPA 70 TO BE INSTALLED OTHERWISE. GROUNDING CONDUCTOR: SEPARATE FROM ELECTRICAL SYSTEM NEUTRAL CONDUCTOR. PROVIDE INSULATED GREEN EQUIPMENT GROUNDING CONDUCTOR FOR CIRCUIT(S) INSTALLED IN CONDUIT AND RACEWAYS. MINIMUM CONDUIT SIZE: 1/2 INCH IN DIAMETER. FIRESTOP CONDUIT WHICH PENETRATES FIRE-RATED WALLS, FIRE-RATED PARTITIONS AS REQUIRED.
9. SPLICES OF LOW-VOLTAGE CONDUCTORS ARE NOT ALLOWED.

DIRECTIONAL BORING SPECIFICATIONS

1. UTILIZE HDPE CONDUIT FOR DIRECTIONAL BORING.
2. HDPE SHALL BE SMOOTHWALL, APPROVED/LISTED FOR DIRECTIONAL BORING, MINIMUM SCHEDULE 80, ASTM F2160, NEMA TC 7.
3. DEPTHS TO THE TOP OF THE CONDUIT MUST NOT BE LESS THAN 24 INCHES IN PAVEMENT- OR NON-PAVEMENT-COVERED AREAS.

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R E V I S I O N S			
DATE	DESCRIPTION	DATE	DESCRIPTION

B

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BAGWELL ENGINEERING, INC

216 E. Government St. Pensacola, FL 32502 Phone: (850) 462-8040

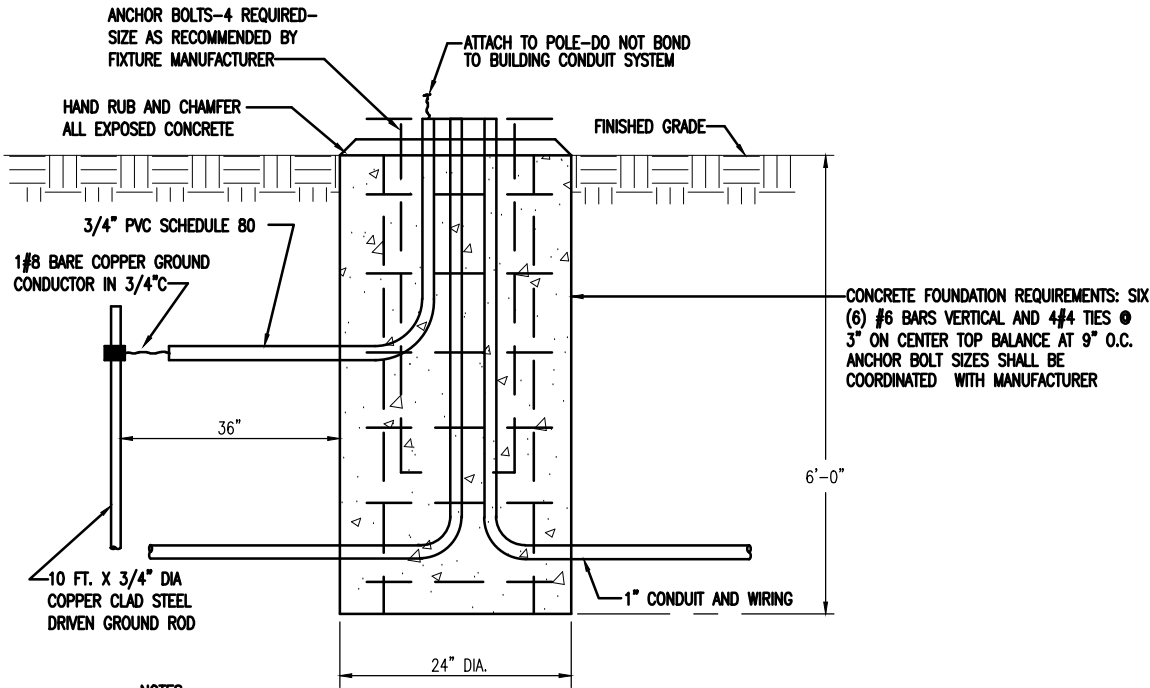
FL Authorization No. 30167 FL PE No. 59251 Job Number: 21-061

ATKINS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

ELECTRICAL LEGEND & NOTES

SHEET NO.

E-004



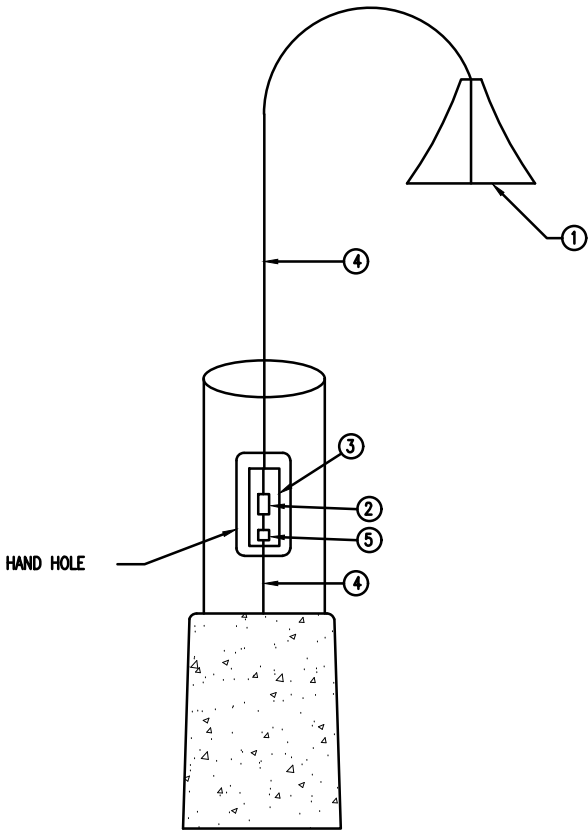
NOTES:

- INSTALL CONCRETE POLE BASE ACCORDING TO MANUFACTURER'S RECOMMENDATIONS
- VERIFY BOLT CIRCLE PATTERN WITH MANUFACTURER

CONCRETE POLE BASE DETAIL
FOR FIXTURE 'LP'
NOT TO SCALE

STRUCTURAL CALCULATIONS

DETAILS PROVIDED ARE FOR REFERENCE ONLY TO AID CONTRACTOR IN BIDDING. ELECTRICAL CONTRACTOR SHALL FURNISH DETAILED STRUCTURAL CALCULATIONS FOR EXACT POLE AND LIGHT FIXTURE COMBINATION TO BE INSTALLED.



ITEM #	DESCRIPTION
①	LED FIXTURE; SEE LIGHTING FIXTURE SCHEDULE FOR EXACT FIXTURE
②	SURGE SUPPRESSOR
③	HANDHOLE
④	#10 WIRING TO LIGHT FIXTURE
⑤	IN-LINE FUSE HOLDER, AND RATED FOR 600V. WIRE CONNECTIONS IN THE FUSE HOLDERS SHALL BE COPPER SETSCREW TYPE. FUSED CONNECTIONS SHALL UTILIZE FNO 10A TIME DELAY FUSE RATED FOR 500V IN ACCORDANCE WITH FDOT REQUIREMENTS. FUSE HOLDERS SHALL BE WATER RESISTANT OR SUBMERSIBLE RATED.

POLE WIRING DETAIL
NOT TO SCALE

FEATURES

POLE TYPE: NOMINAL 15' ROUND FLUTED ALUMINUM POLE

MOUNTING: STANDARD POLE MOUNT

BASE: DECORATIVE FLUTED CAST ALUMINUM BASE COVER NOMINAL 29" HEIGHT

NOMINAL DIMENSIONS: NOM OD - 5"; WALL THICKNESS - 0.208"

GENERAL DESCRIPTION

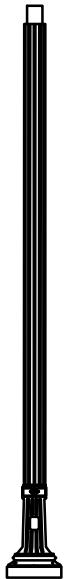
HOUSING: FLUTED ALUMINUM POLE WITH 4-BOLT ANCHOR BASE AND TENON TOP

ELECTRICAL: POLE SHALL HAVE FACTORY HANDHOLE

FINISH: BLACK

OTHER: FURNISH WITH POLE CAP

FLUTED ALUMINUM POLE



FEATURES

LAMP TYPE: LED 4000K
LUMEN MAINTENANCE: L70 PER LM-80 >100,000 HRS

MOUNTING: TOP ARM MOUNT

LED DRIVER RATING: IP66

WARRANTY: 5-YEAR LIMITED WARRANTY

(21" DIA X 15" H) NOM. DIMENSIONS

GENERAL DESCRIPTION

HOUSING: DIE-CAST ALUMINUM. TOOL-LESS ACCESS

ELECTRICAL: UNIVERSAL VOLTAGE

FINISH: BLACK

OTHER: UL LISTED WET LOCATION, INTEGRAL SURGE PROTECTOR, INTEGRAL RECEPTACLE WITH PHOTOCELL

LED POLE MOUNT AREA LIGHT MARK 'LP'



LIGHTING FIXTURE SCHEDULE

MARK	BASIS OF DESIGN	LAMPS		MOUNTING	REMARKS
		No.	TYPE		
PL	PHILIPS HADCO CXF6-80-G2-T-A-5-NA-5-SP2-N		LED	POLE MOUNTED 20' ABOVE GRADE	13,000 LUMEN FIXTURE, TYPE 5 DISTRIBUTION, 4000K, 240V, INTEGRAL PHOTOCELL, TYPE V DISTRIBUTION, 128 WATTS
POLE				CONCRETE POLE BASE SEE DETAIL	15' ROUND ALUMINUM POLE

NOTES:

- ALL FIXTURES MUST BE APPROVED BY THE CITY OF DESTIN PRIOR TO ORDERING

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

B

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216 E. Government St. Pensacola, FL 32502 Phone: (850) 462-8040

FL Authorization No. 30167 FL PE No. 59251 Job Number: 21-061

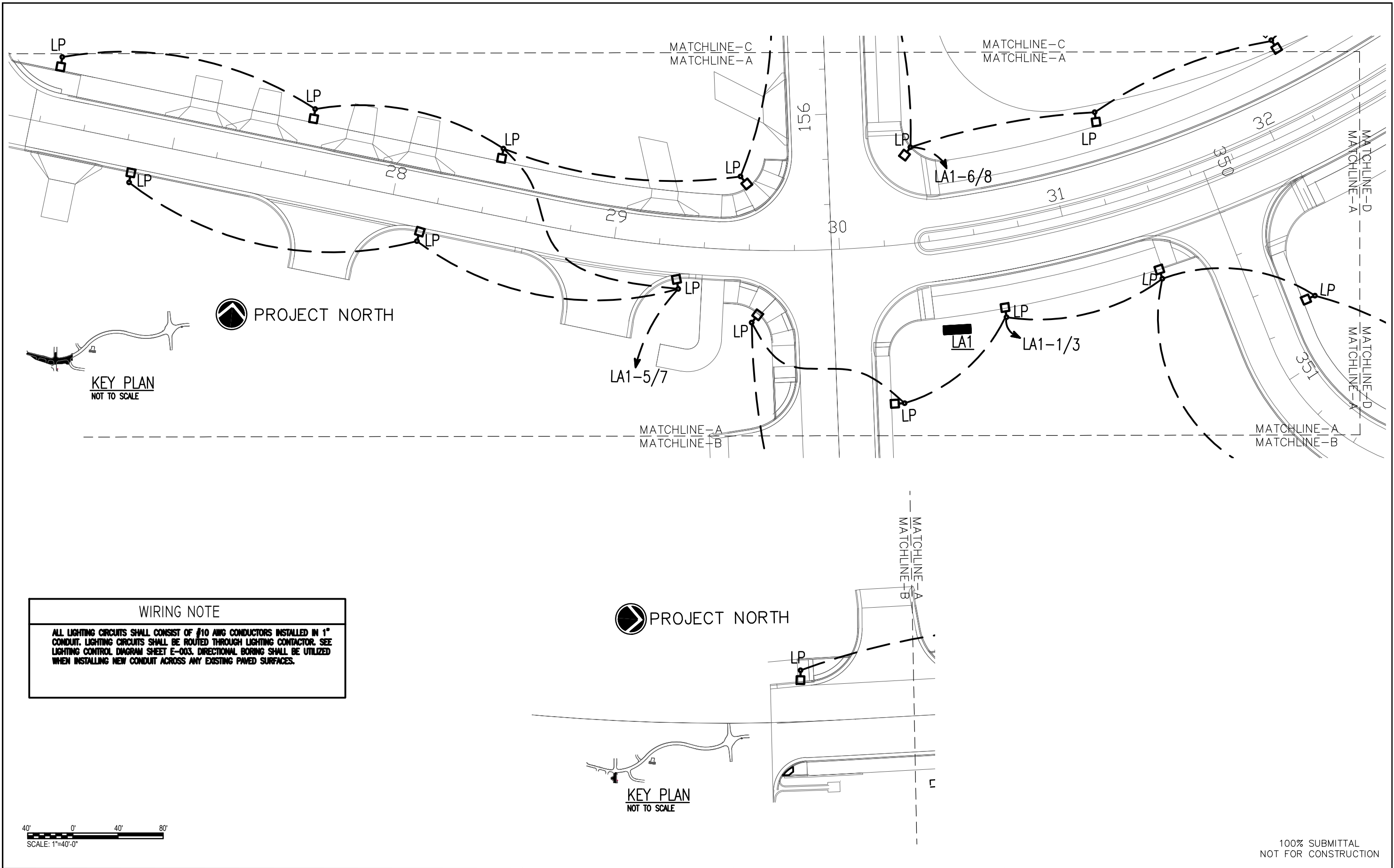
ATKINS

ROAD NO. COUNTY FINANCIAL PROJECT ID

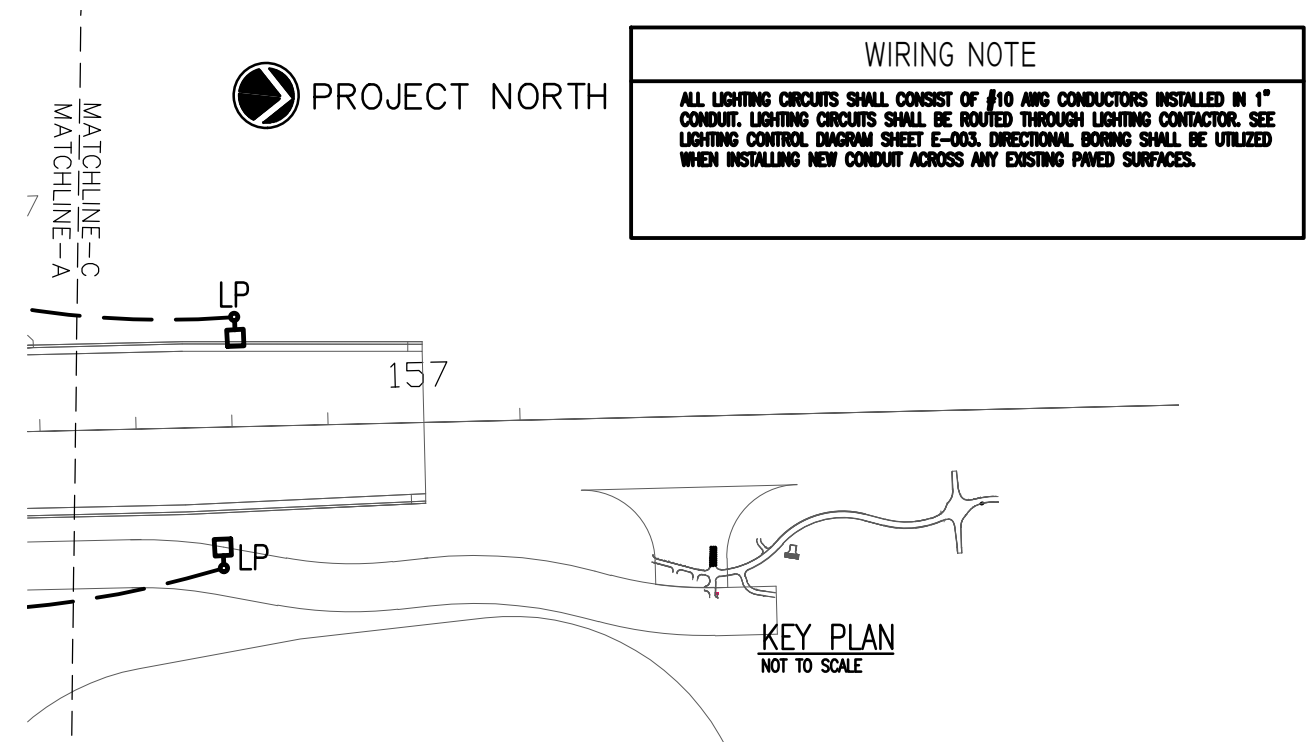
OKALOOSA 100044431

ELECTRICAL LEGEND & NOTES

E-005

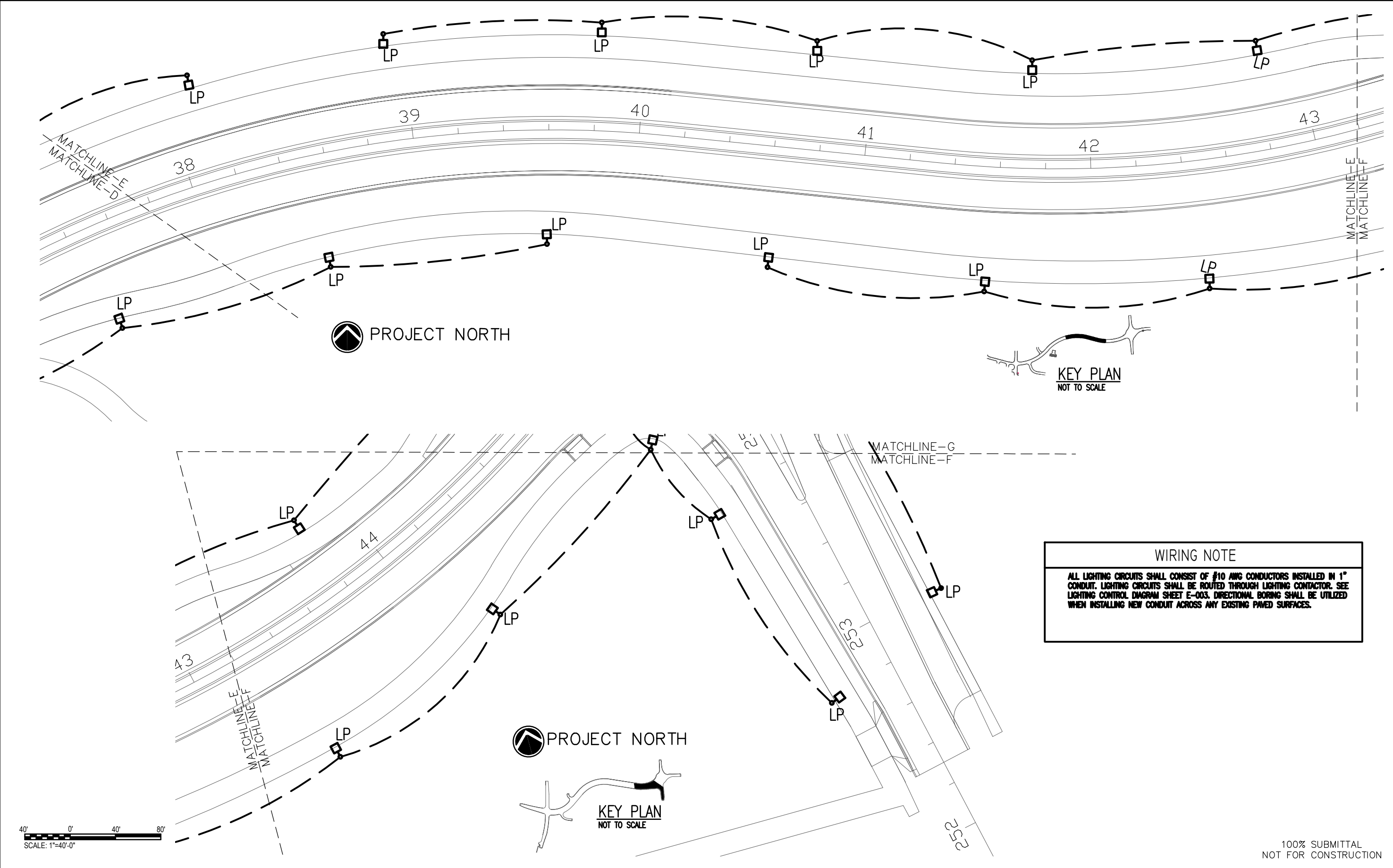


REVISIONS				B E BAGWELL ENGINEERING, INC 216 E. Government St. Pensacola, FL 32502 Phone: (850) 462-8040 FL Authorization No. 30167 FL PE No. 59251 Job Number: 21-061	ATKINS ROAD NO. COUNTY FINANCIAL PROJECT ID OKALOOSA 100044431	STREET LIGHTING PLAN A-B	SHEET NO. E-100
DATE	DESCRIPTION	DATE	DESCRIPTION				



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DATE DESCRIPTION DATE DESCRIPTION				Be BAGWELL ENGINEERING, INC 216 E. Government St. Pensacola, FL 32502 Phone: (850) 462-8040 FL Authorization No. 30167 FL PE No. 59251 Job Number: 21-061 <td> ATKINS ROAD NO. COUNTY FINANCIAL PROJECT ID </td> <td rowspan="2"> STREET LIGHTING PLAN C-D </td> <td> SHEET NO. </td>	ATKINS ROAD NO. COUNTY FINANCIAL PROJECT ID	STREET LIGHTING PLAN C-D	SHEET NO.
	OKALOOSA	100044431	E-101				



WIRING NOTE

ALL LIGHTING CIRCUITS SHALL CONSIST OF #10 AWG CONDUCTORS INSTALLED IN 1" CONDUIT. LIGHTING CIRCUITS SHALL BE ROUTED THROUGH LIGHTING CONTACTOR. SEE LIGHTING CONTROL DIAGRAM SHEET E-003. DIRECTIONAL BORING SHALL BE UTILIZED WHEN INSTALLING NEW CONDUIT ACROSS ANY EXISTING PAVED SURFACES.

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Phone: (850) 462-8040

FL Authorization No. 30167
FL PE No. 59251
Job Number: 21-061



ROAD NO.

COUNTY

FINANCIAL PROJECT ID

OKALOOSA

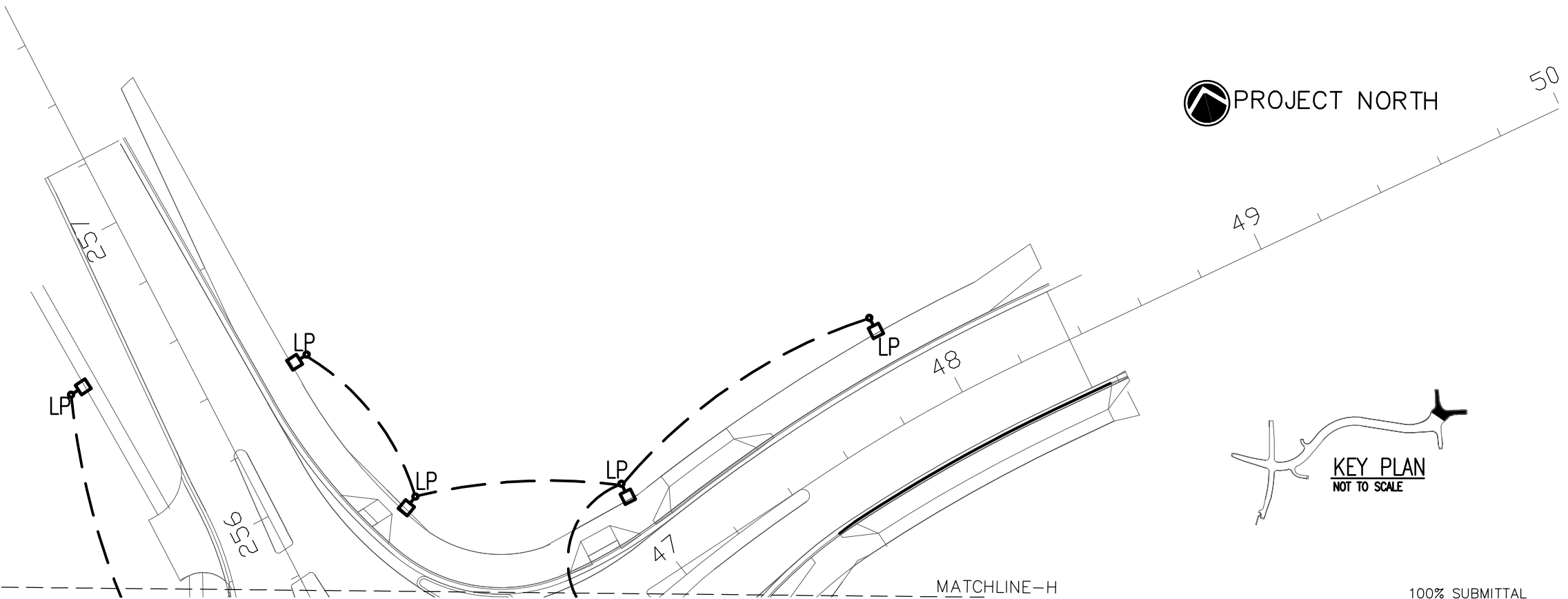
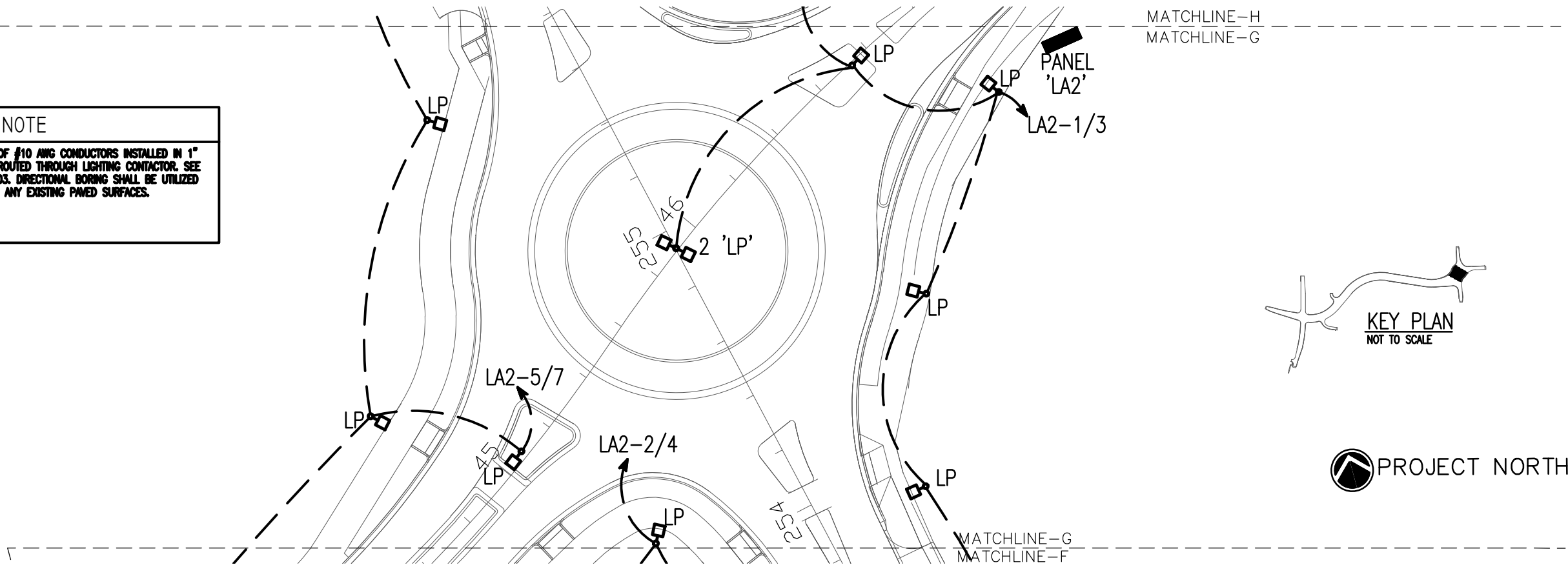
100044431

STREET LIGHTING PLAN E-F

E-102

WIRING NOTE

ALL LIGHTING CIRCUITS SHALL CONSIST OF #10 AWG CONDUCTORS INSTALLED IN 1" CONDUIT. LIGHTING CIRCUITS SHALL BE ROUTED THROUGH LIGHTING CONTACTOR. SEE LIGHTING CONTROL DIAGRAM SHEET E-003. DIRECTIONAL BORING SHALL BE UTILIZED WHEN INSTALLING NEW CONDUIT ACROSS ANY EXISTING PAVED SURFACES.



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

B

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BAGWELL ENGINEERING, INC

216 E. Government St. Pensacola, FL 32502
Phone: (850) 462-8040

FL Authorization No. 30167
FL PE No. 59251
Job Number: 21-061

ATKINS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

STREET LIGHTING PLAN G-H	
E-103	

SHEET NO.
E-103

November 01, 2022
PREPARED BY: Edwin Ramos / James Park / Chad Shockley



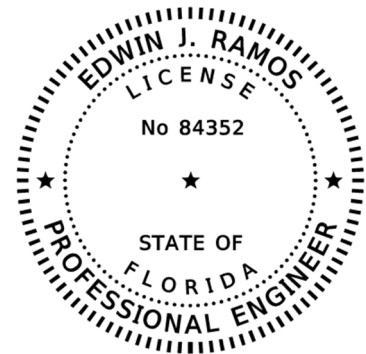
SPECIFICATIONS PACKAGE
FINANCIAL PROJECT ID(S): 440553-1-x4-01

The July 2022 Edition of the Florida Department of Transportation Standard Specifications is revised as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

This item has been digitally signed and sealed by Edwin Ramos on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date: November 1, 2022
State of Florida,
Professional Engineer, License No.: 84352
Firm/Agency Name: Atkins North America, Inc.
Firm/Agency Address: 482 South Keller Road
City, State, Zip Code: Orlando, FL 32810
Page(s): 1 - 20



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SPECIAL PROVISIONS

PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.

(REV 6-16-21) (FA 8-2-21) (7-22)

ARTICLE 2-4 is deleted and the following substituted:

2-4 Examination of Plans, Specifications, Special Provisions, and Site of Work.

Examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

Direct all questions to the Department by posting them to the Department's website at the following URL address:

<https://fdotwp1.dot.state.fl.us/BidQuestionsAndAnswers/Proposal.aspx/SearchProposal>.

Questions posted to this site before 5:00 P.M. (EST) on the seventh calendar day prior to the bid opening, or tenth calendar day prior to the December bid opening, will be responded to by the Department. For questions posted after these times, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening. Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly. If the Department's web site cannot be accessed, contact the District Scheduling Engineer at (850) 330-1713.

Responses provided by the Department via the website during this period will be considered as being incorporated into this Special Provision. When, in the sole judgment of the Department, responses to questions require plans revisions, specifications revisions and/or addenda, the Contracts Office will issue them as necessary.

The Department does not guarantee the details pertaining to borings and pavement cores, as shown in the Contract Documents, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Bidder shall examine boring and pavement core data, where available, and make their own interpretation of the subsoil investigations and other preliminary data and shall base their bid solely on their own opinion of the conditions likely to be encountered.

The Bidder's submission of a Proposal is prima facie evidence that the Bidder has made an examination as described in this Article.

AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.

(REV 10-17-16) (FA 10-24-16) (7-22)

ARTICLE 3-9 is expanded by the following:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**District 3
850-330-1894
D3prcustodian@dot.state.fl.us
Florida Department of Transportation
District 3 - Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428**

**SCOPE OF WORK – INTENT OF CONTRACT.
(REV 10-25-21) (FA 1-26-22) (7-22)**

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of the redesign of the previous four-lane new alignment to a two-lane new alignment within a narrower right-of-way in accordance with the policies and procedures outlined in the City of Destin City's Land Development Code and the current FDOT policies, standards, and specifications. The road alignment will be developed in compliance with the National Environmental Policy Act (NEPA). The proposed alignment is approximately 0.4 miles in length, includes a closed drainage system and will require right-of-way acquisition. An all-way stop will be implemented at the intersection with Benning Drive, and a roundabout will be implemented at Beach Drive.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
PRESERVATION OF EXISTING PROPERTY - UTILITIES – UTILITY
ADJUSTMENTS (UTILITY WORK SCHEDULES).
(REV 1-26-22) (FA 2-3-22) (7-22)**

SUBARTICLE 7-11.5.1 is expanded by the following:

The location(s) of the underground utilities identified in the Plans (including those designated Vv, Vh, and Vvh) are based on limited investigation techniques and should be considered approximate only. The verified locations/elevations identified in the Plans apply only at the specific points shown. Interpolations between these points have not been verified.

SUBARTICLE 7-11.5.3 is expanded by the following:

The utility work which will be accomplished concurrently with the highway construction Contract will involve facilities owned by other agencies. Utility Schedules (Utility Relocation and/or Work Schedules) for these agencies are posted on the Department's website at the following URL address:

<https://ftp.fdot.gov/public/folder/HkSWIK59G0qRNsAJUh3xXg/permitsandorutilityworkschedu>

[les](#). Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Where utility work must be coordinated with highway construction operations, the portion of the anticipated utility work period covering such concurrent work may or may not begin on the day highway construction commences and may or may not be consecutive days.

The anticipated scheduling of new work, adjustments and/or relocation work is included on the Utility Schedules.

More precise scheduling to accomplish utility work in the most expeditious manner that is feasible will be established at the preconstruction conference as provided in 8-3.5.

The Utility Schedules shall be used in conjunction with the utility sheets included in the roadway plans.

If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

(REV 4-25-02) (FA 7-17-02) (7-22)

SECTION 7 is expanded by the following:

7-27 Equal Employment Opportunity Requirements.

7-27.1 Equal Employment Opportunity Policy: Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

7-27.2 Equal Employment Opportunity Officer: Designate and make known to the Department's contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

7-27.3 Dissemination of Policy: All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities.

7-27.4 Recruitment: When advertising for employees, include in all advertisements for employees the notation “An Equal Opportunity Employer”.

7-27.5 Personnel Actions: Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination without regard to age, race, color, religion, national origin, sex, or disability.

Follow the following procedures:

1. Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

2. Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.

3. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.

4. Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.

7-27.6 Subcontracting: Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

7-27.7 Records and Reports: Keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

1. The number of minority and nonminority group members employed in each work classification on the project.

2. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).

3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives to the Department and the Federal Highway Administration.

Upon request, submit to the Department a report of the number of minority and nonminority group employees currently engaged in each work classification required by the

Contract work.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.
(REV 6-13-11) (FA 6-16-11) (7-22)**

SECTION 7 is expanded by the following new Article:

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
SCRUTINIZED COMPANIES.
(REV 3-22-18) (7-22)**

SECTION 7 is expanded by the following new Article:

7-30 Scrutinized Companies.

For Contracts of any amount, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

PROSECUTION AND PROGRESS - PROSECUTION OF WORK – REGIONAL DISPUTES REVIEW BOARD.

(REV 2-8-21) (FA 2-18-21) (7-22)

ARTICLE 8-3 is expanded by the following new Subarticle:

8-3.7 Regional Disputes Review Board: For this Contract, a Disputes Review Board (Board) will be available to assist in the resolution of disputes and claims arising out of the work on the Contract.

8-3.7.1 Purpose: The Board will provide special expertise to assist in and facilitate the timely and equitable resolution of disputes and claims between the Department and the Contractor (Parties) in an effort to avoid construction delay and future claims.

It is not intended that the Parties default on their normal responsibility to cooperatively and fairly settle their differences by indiscriminately assigning them to the Board. It is intended that the Board encourage the Parties to resolve potential disputes or claims without resorting to this alternative resolution procedure.

8-3.7.2 Disputes Resolution: The Board will be used when normal dispute or claim resolution is not succeeding. It is a condition of this Contract that the Parties shall use the Board. Either Party may refer a dispute or claim to the Board for a disputes review hearing. Disputes and claims will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by the Parties and the time periods stated below may be shortened in order to hasten resolution.

If the Contractor objects to any decision, action or order of the Engineer, the Contractor may file a written protest with the Engineer, stating clearly and in detail the basis for the objection, within 15 calendar days after the event. The Engineer will consider the written protest and make his decision on the basis of the pertinent contract provisions, together with the facts and circumstances involved in the dispute or claim. The Engineer's decision will be furnished in writing to the Contractor within 15 calendar days after receipt of the Contractor's written protest. This decision will be final and conclusive on the subject, unless a written appeal to the Engineer is filed by the Contractor within 15 calendar days of receiving the decision.

8-3.7.2.1 Disputes Review Hearings: Only disputes or claims that have been duly preserved under the terms of the Contract as determined by the Board will be eligible to be heard by the Board. Disputes or claims shall be referred to the Board by providing a position paper outlining the nature and scope of the dispute or claim and describing the basis for entitlement to the dispute or claim. Claims that are referred to the Board must be in compliance with 5-12. Requests for equitable adjustment must be certified as required by 4-3.2.

Either Party furnishing any written evidence or documentation to the Board must do so a minimum of 15 calendar days prior to the date of the hearing for the dispute, and will at the same time furnish copies of such information to the other Party. Additionally, either party furnishing any written evidence or documentation to the Board must do so a minimum of 15 calendar days prior to the date of the hearing for the dispute, and will at the same time furnish copies of such information to the other Party. If the Board requests any additional documentation or evidence prior to, during, or after the hearing, the Party will provide the requested information to the Board and to the other Party.

Both Parties will each be afforded an opportunity to be heard by the Board and to offer evidence. Neither Party may present information at the hearing that was not previously distributed to both the Board and the other Party.

The Board will fairly and impartially consider disputes or claims referred to it and will provide written recommendations to the Parties within 15 calendar days of completion of the hearing to assist in the resolution of these disputes or claims. The Board will focus its attention in the written report to matters of entitlement and allow the parties to determine the monetary damages. In cases of extreme complexity, both Parties may agree to allow additional time for the Board to formulate its recommendations.

Recommendations provided by the Board will not be binding on either Party.

Within 15 calendar days of receiving the Board's recommendations, both Parties will accept or reject the recommendations by responding to the other and to the Board in writing. The failure of either Party to reject within the 15-day period will be deemed an acceptance of the Board's recommendations by that Party and shall preclude any further pursuit of this issue before this Board or any successive Board.

For disputes involving non-compensable time extensions, the Department will resolve the dispute in a good-faith manner regardless of its acceptance or rejection of the Board's recommendations.

If Entitlement is determined by the Board, the Parties should proceed to negotiate monetary changes within 60 calendar days. If both Parties are unable to successfully negotiate monetary changes within 60 calendar days, the Board shall be notified of the impasse, and upon the request of both Parties shall then proceed to schedule a hearing to make a recommendation as to monetary damages.

If the Parties resolve the dispute with or without the aid of the Board's recommendations, the Department will promptly process any required changes to the Contract.

Requests for reconsideration of a Board recommendation may only be made when there is new evidence to present. The completed hearing of any unresolved dispute or claims is a condition precedent to a Party having the right to initiate arbitration, other alternative resolution procedures, or to file a lawsuit, as provided by law, on such unresolved disputes or claims. In addition, all written recommendations of the Board will be admissible as evidence in any subsequent arbitration, or circuit proceedings, as provided by law.

8-3.7.3 Contractor Responsibility: The Contractor shall furnish to each Board member a set of all pertinent documents which are or may become necessary for the Board, except documents furnished by Department, to perform their function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the Contractor's position. A copy of such pertinent documents must also be furnished to the Department.

Except for its participation in the Board's activities as provided in the construction Contract and in this Agreement, the Contractor will not solicit advice or consultation from the Board or any of its members on matters dealing in any way with the project, the conduct of the work or resolution of problems.

8-3.7.4 Department Responsibilities: Except for its participation in the Board's activities as provided in the Contract and in this Three Party Agreement, the Department will not

solicit advice or consultation from the Board or any of its members on matters dealing in any way with the project, the conduct of the work or resolution of problems.

The Department shall furnish the following services and items:

a. **Contract Related Documents:** The Department shall furnish each Board member a copy of all Contract Documents, supplemental agreements, written instructions issued by the Department to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform their function. A copy of such pertinent documents must also be furnished to the Contractor.

b. **Coordination and Services:** The Department, in cooperation with the Contractor, will coordinate the operations of the Board. The Department, through the Project Engineer, will arrange or provide conference facilities at or near the Contract site and provide secretarial and copying services.

8-3.7.5 Continuance of Work: During the course of the Board's process, the Contractor will continue with the work as directed by the Engineer in a diligent manner and without delay or otherwise conform to the Engineer's decision or order, and will be governed by all applicable provisions of the Contract. Throughout any protested work, the Contractor will keep complete records of extra costs and time incurred. The Contractor will permit the Engineer and Board access to these and any other records needed for evaluating the disputes or claims.

8-3.7.6 Membership: The Board will consist of members pre-selected by the Engineer and the President of the Florida Transportation Builders' Association (FTBA), and posted on the Department's Website.

If during the life of the contract, a Board member has a discussion regarding employment or entered into any agreement for employment after completion of the contract with the Department, the Contractor or any subcontractor or supplier on the project, he/she shall immediately disclose this to the Contractor and the Department and shall be disqualified from serving on the Board.

Once established, the Board will remain active and in full force and effect. If, after the Department has made final acceptance of the project, there are unresolved disputes and claims remaining, the Board shall remain active and in full force and effect until the project is otherwise administratively closed by the Department following final payment so that the Board may continue in operation until all unresolved disputes and claims are resolved.

8-3.7.7 Limitation for Referral of Disputes or Claims to the Board: Any disputes or claims that were not resolved prior to Final Acceptance of the project pursuant to 5-11 must be referred to the Board within 90 calendar days after Final Acceptance for projects with an original Contract amount of \$3,000,000 or less, and within 180 calendar days after Final Acceptance on projects with an original Contract amount greater than \$3,000,000. Only duly preserved disputes or claims will be eligible to be heard by the Board. Failure to submit all disputes or claims to the Board within aforementioned timeframe after Final Acceptance constitutes an irrevocable waiver of the Contractor's dispute or claim.

8-3.7.8 Basis of Payment: A per hearing cost of \$9,000 for the Contract has been established by the Department for providing compensation for all members of the Board for participation in an actual hearing. The Board chairman will receive \$3,500 for participation in the hearing while the remaining two members will receive \$2,750 each. The Parties will equally provide compensation to the Board for participation in an actual hearing. The Department will compensate the Contractor \$4,500 as its contribution to the hearing cost. Such payment will be full and complete compensation to the Board members for all expenses related to the hearing.

This includes travel, accommodations, meals, pre- and post- hearing work, review of position papers and any rebuttals, conducting the hearing, drafting and issuance of recommendations, readdressing any requests for clarification. It is not intended for hearings to last longer than a single day, however, in some cases they may. Any additional time and/or compensation for a hearing would only be allowed upon prior written approval of the Parties. If an additional day(s) is granted for the hearing, it will be at \$3,900 per day, payment of which is equally split between the Parties. Payment shall be made by issuing a work order against contingency funds set aside for this Contract.

The Department will prepare and mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services, and will bear the cost of these services. If the Board desires special services, such as legal consultation, accounting, data research, and the like, both parties must agree, and the costs will be shared by them as mutually agreed.

PROSECUTION AND PROGRESS - PROSECUTION OF WORK – STATEWIDE DISPUTES REVIEW BOARD.

(REV 6-27-19) (FA 8-14-19) (7-22)

ARTICLE 8-3 is expanded by the following new Subarticle:

8-3.8 Statewide Disputes Review Board: For this Contract, a Statewide Disputes Review Board will be available to assist in the resolution of disputes and claims arising out of the administration and enforcement of a specification when such specification specifically refers disputes to this Board.

8-3.8.1 Purpose: The Board will provide special expertise to assist in and facilitate the timely and equitable resolution of the disputes and claims between the Contractor and the Department.

It is not intended that the Department or the Contractor default on their normal responsibility to cooperatively and fairly settle their differences by indiscriminately assigning them to the Board. It is intended that the Board encourage the Department and Contractor to resolve potential disputes or claims without resorting to this alternative resolution procedure.

The Board will be used when normal Department-Contractor dispute or claim resolution is unsuccessful. Either the Department or the Contractor may refer a dispute or claim to the Board. Referral to the Board should be initiated as soon as it appears that the normal dispute resolution effort is not succeeding. Referral to the Board is accomplished by providing a position paper outlining the nature and scope of the dispute or claim and describing the basis for entitlement to the dispute or claim. Only disputes or claims that have been duly preserved under the terms of the Contract as determined by the Board will be eligible to be heard by the Board. Requests for equitable adjustment must be certified as required by 4-3.2. Claims that are referred to the Board must be in compliance with 5-12. It is a condition of this Contract that the parties shall use the Statewide Disputes Review Board.

The recommendations of the Board will be binding on both the Department and the Contractor.

The Board will fairly and impartially and without regard to how or by whom they may have been appointed, consider disputes or claims referred to it and will provide written recommendations to the Department and Contractor to assist in the resolution of these disputes or claims.

8-3.8.2 Membership: The Statewide Disputes Review Board will consist of members pre-selected by the Engineer and the President of the Florida Transportation Builders' Association (FTBA), and posted on the Department's Website.

Members on the Board will be pre-qualified as experts of the type of work being referred to this Board.

If during the life of the contract, a Board member has a discussion regarding employment or entered into any agreement for employment after completion of the contract with the Department, the Contractor or any subcontractor or supplier on the project, he/she shall immediately disclose this to the Contractor and the Department and shall be disqualified from serving on the Board.

After the Department has made final acceptance of the project, if disputes arise, the Statewide Disputes Review Board shall be activated to hear and rule on the disputed issue.

8-3.8.3 Procedure and Schedules for Disputes Resolution: Disputes or claims will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by the Department and the Contractor and the time periods stated below may be shortened in order to hasten resolution.

a. If the Contractor objects to any decision, action or order of the Engineer resulting from the Engineer's evaluation of the guaranteed product or performance period, the Contractor may file a written protest with the Engineer, stating clearly and in detail the basis for the objection, within 15 days after the event.

b. The Engineer will consider the written protest and make his decision on the basis of the pertinent contract provisions, together with the facts and circumstances involved in the dispute. The Engineer's decision will be furnished in writing to the Contractor within 15 days after receipt of the Contractor's written protest.

c. The Engineer's decision will be final and conclusive on the subject, unless the Contractor files a written appeal to the Engineer within 15 days of receiving the decision. Upon the Engineer's receipt of the Contractor's written appeal containing specific protest of all or part of the Engineer's decision, either the Department or the Contractor can refer the matter to the Board.

d. Upon receipt by the Board of a written duly preserved protest of a dispute or claim, either from the Department or the Contractor, it will first be decided when to conduct the hearing.

e. Either party furnishing any written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of 15 days prior to the date the Board sets to convene the hearing for the dispute or claim. If the Board requests any additional documentation or evidence prior to, during, or after the hearing, the Department and/or Contractor will provide the requested information to the Board and to the other party.

f. The Contractor and the Department will each be afforded an opportunity to be heard by the Board and to offer evidence. Neither the Department nor the Contractor may present information at the hearing that was not previously distributed to both the Board and the other party.

g. The Board's recommendations for resolution of the dispute or claim will be given in writing to both the Department and the Contractor, within 15 days of completion of the hearings. The Board will focus its attention in the written report to matters of responsibility for repairs of guaranteed work or performance period as provided for by the Contract Documents.

8-3.8.4 Contractor Responsibility: The Contractor shall furnish to each Board member a set of all pertinent documents that are or may become necessary for the Board, except documents furnished by Department, to perform their function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the Contractor's position. A copy of such pertinent documents must also be furnished to the Department.

Except for its participation in the Board's activities as provided in the construction Contract and in this Agreement, the Contractor will not solicit advice or consultation from the Board or any of its members on matters dealing in any way with the project, the conduct of the work or resolution of problems.

8-3.8.5 Department Responsibilities: Except for its participation in the Board's activities as provided in the construction Contract and in this Agreement, the Department will not solicit advice or consultation from the Board or any of its members on matters dealing in any way with the project, the conduct of the work or resolution of problems.

The Department shall furnish the following services and items:

a. Contract Related Documents: The Department shall furnish each Board member a copy of all Contract Documents, supplemental agreements, written instructions issued by the Department to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform their function. A copy of such pertinent documents must also be furnished to the Contractor.

b. Coordination and Services: The Department, in cooperation with the Contractor, will coordinate the operations of the Board. The Department, through the Project Engineer, will arrange or provide conference facilities at or near the Contract site and provide secretarial and copying services.

8-3.8.6 Basis of Payment: A per hearing cost of \$9,000 has been established by the Department for providing compensation for all members of the Dispute Review Board for participation in an actual hearing. The Board chairman will receive \$3,500 for participation in the hearing while the remaining two members will receive \$2,750 each. The Department and the Contractor will equally provide compensation to the Board for participation in an actual hearing. The Department will compensate the Contractor \$4,500 as its contribution to the hearing cost. Such payment will be full and complete compensation to the Board members for all expenses related to the hearing. This includes travel, accommodations, meals, pre- and post- hearing work, review of position papers and any rebuttals, conducting the hearing, drafting and issuance of recommendations, readdressing any requests for clarification. It is not intended for hearings to last longer than a single day, however, in some cases they may. Any additional time and/or compensation for a hearing would only be allowed upon prior written approval of the Department and the Contractor. If an additional day(s) is granted for the hearing, it will be at

\$3,900 per day, payment of which is equally split between the Department and the Contractor. Payment shall be made by issuing a work order against contingency funds set aside for this Contract.

The Department will prepare and mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services, and will bear the cost of these services. If the Board desires special services, such as legal consultation, accounting, data research, and the like, both parties must agree, and the costs will be shared by them as mutually agreed.

**PROSECUTION AND PROGRESS - LIMITATIONS OF OPERATIONS -
CONTAMINATED MATERIAL (MERCURY-CONTAINING DEVICES AND LAMPS).
(REV 11-6-95) (FA 12-27-95) (7-22)**

SUBARTICLE 8-4.9 is expanded by the following:

This Contract may require the removal and special disposal of mercury-containing devices.

Contact the District Contamination Impact Coordinator at (850) 330-1511 for information relating to the identification and proper disposal of these hazardous waste materials.

Include payment for the removal and disposal of mercury-containing devices in the payment for the related Contract items.

**SUPERPAVE ASPHALT CONCRETE
(REV 5-4-21) (FA 7-14-21) (7-22)**

SUBARTICLE 334-2.3.4 is deleted and the following substituted:

334-2.3.4 Pavement Coring Report: This Contract includes removal and/or milling of the existing asphalt pavement. The Pavement Coring Report is available on the Department's website at the following URL:

<https://www.fdot.gov/materials/pavement/coringdata/default.shtm>

LANDSCAPING.

(REV 10-30-19) (FA 1-7-20) (7-22)

The following new Section is added after Section 571:

**SECTION 580
LANDSCAPING**

580-1 Description.

Install landscaping as indicated in the Contract Documents.

580-2 Materials.

580-2.1 Plants:

580-2.1.1 Sizes: Small plants includes all ground covers, shrubs less than 7 gallon, trees less than 7 gallon, clustering type palms less than 6 foot overall height, cycads less than 7 gallon, and incidental landscaping.

Large plants include shrubs 7 gallon or greater, trees 7 gallon or greater, all single trunk palms, and clustering type palms 6 foot overall height and greater.

580-2.1.2 Grade Standards and Conformity with Type and Species: Provide plant materials purchased from Florida commercial nursery stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Florida commercial nursery stock is defined as plants propagated or grown at a Florida commercial nursery or imported to a Florida commercial nursery, made available for sale to the public, and included as inventory for fee. Nursery stock purchased from outside Florida and shipped directly to the project site is not Florida commercial nursery stock. Prior to installation, provide nursery invoices or delivery tickets that include written certification that all nursery stock meets the requirements of this Section.

Unless otherwise specified, the minimum grade for plant material is Florida No. 1. Plant materials must be the specified size and grade at the time of delivery to the site.

Use only plants that are true to type and species, free of fungal infection and disease, and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Submit a list of nurseries where plants are tagged, including contact information and location. The Engineer may visit the nursery sites to inspect representative samples and lock tag the example plant material.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies between botanical nomenclature and common name arise, the botanical name will take precedence.

580-2.2 Inspection and Transporting: Move nursery stock in accordance with all Federal, State, and Local Rules and Regulations. For each shipment of nursery stock, provide the nursery's General Nursery Stock Inspection Certificate with as required in Chapter 5B-2, F.A.C.

580-2.3 Water: Meet the requirements of Section 983.

580-2.4 Mulch: Provide and install mulch in accordance with the Contract Documents.

580-2.5 Soil Enhancement:

Enhance soil in accordance with the Contract Documents.

580-3 Worksite Landscape Supervisor.

Provide a Worksite Landscape Supervisor to directly oversee all landscape installation. The Worksite Landscape Supervisor must be a Certified Landscape Technician or Certified Landscape Contractor in accordance with the Florida Nursery Growers and Landscape Association (FNGLA) or a State of Florida Registered Landscape Architect. Provide verification at the preconstruction meeting.

580-4 Installation.

580-4.1 Installation Plan: At the preconstruction meeting, provide an installation plan for review and comment. Describe the methods, activities, materials, and schedule to achieve

installation as described in this Section. Include a schedule for monthly inspections and reports described in 580-4.9. Include a Schedule of Values for each item on the Tabulation of Quantities/Plant List. Begin installation after Installation Plan is accepted by Engineer.

580-4.2 Delivery: All materials must be available for inspection before installation.

580-4.3 Layout: The locations of plants as shown in the Contract Documents are approximate. At no cost to the Department, adjust final locations when directed by the Engineer to accommodate unforeseen field conditions or to comply with safety setbacks and requirements. Mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents for the Engineer's review, prior to excavation or planting.

Make no changes to the layout, or any variations of materials from the Contract Documents without the Engineer's approval.

580-4.4 Soil Drainage: Planting holes and beds must drain sufficiently. Notify the Engineer of drainage or percolation problems before plant installation.

580-4.5 Installation: Meet the requirements of the Contract Documents.

580-4.6 Maintenance: Maintain plant material to the equivalent visible structural, quality and health characteristics per the Contract Documents.

580-4.7 Site Repair and Restoration: Repair and restore existing areas disturbed by installation or maintenance activities. Where new turf is required to restore and repair disturbed areas, meet the requirements of Section 570.

580-4.8 Disposal of Surplus Materials and Debris: Remove from the jobsite any surplus material unless otherwise directed by the Engineer. Surplus is defined as material not needed after installation of landscaping per Contract Documents. Upon commencement of landscaping installation, remove daily all debris from the landscape locations described in the Contract Documents.

580-4.9 Reporting: Provide a written monthly report to the Engineer detailing the condition of the installed landscape, to include at a minimum, the project information, installation date, inspection dates, general condition of the plantings, and the watering and fertilization schedule.

580-5 Method of Measurement.

The quantities to be paid for will be the items shown in the Contract Documents, completed and accepted.

580-6 Basis of Payment.

Price and payment will be full compensation for all work and materials specified in this Section.

MAINTENANCE OF TRAFFIC.

(REV 8-17-22) (10-22)

ARTICLE 102-3 is deleted and the following substituted:

102-3 Specific Requirements.

102-3.1 Beginning Date of Contractor's Responsibility: Maintain traffic starting the day work begins on the project or on the first day Contract Time is charged, whichever is earlier.

102-3.2 Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all temporary traffic control devices as

described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Provide the Worksite Traffic Supervisor or designee with a tablet or smartphone with internet access for recording information into the Department's lane closure notification system. Use approved alternate Worksite Traffic Supervisors when necessary.

The Worksite Traffic Supervisor must meet the personnel qualifications specified in Section 105.

The Worksite Traffic Supervisor is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up. During operations with lane closures, the Worksite Traffic Supervisor or on-site designee shall record lane closure information into the Department's lane closure notification system in accordance with 102-3.3.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary.

The Department may disqualify and remove from the project a Worksite Traffic Supervisor who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

102-3.3 Lane Closures: Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Engineer fourteen calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

Record information for planned lane closures, including but not limited to begin and end lane closure times and locations, into the Department's lane closure notification system. Closure information is to be recorded within five minutes of placing the first channelizing device and removing the last channelizing device associated with the closure.

At the preconstruction conference, submit a request for access to the Department's lane closure notification system to the Engineer. Include the WTS's or designees' name, email address, and a copy of the individual's certification of training for the Department's lane closure notification system. For change of access requests, submit a request to the Engineer at least ten calendar days in advance of when the change is needed.

Information recorded in Department's lane closure system is for public information purposes and will not be used for contract administration.

102-3.3.1 Traffic Pacing: In addition to dates and locations, include a pacing plan outlining the expected equipment and number of traffic control officers required, the proposed traffic pacing lengths and durations, the available existing egresses in the event of an emergency, and a contingency plan in the event of an equipment failure.

102-3.4 Pedestrian and Bicycle Accommodations: Provide accommodations for pedestrians as shown in the Temporary Traffic Control (TTC) plans or as directed by the Engineer. Accommodate pedestrians with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities. Provide appropriate signs for advanced notification of sidewalk closures and marked detours. Only approved pedestrian longitudinal channelizing devices may be used to close or delineate a pedestrian walkway.

Provide accommodations for the closure of bicycle facilities (i.e., marked bicycle lanes or paved outside shoulders 4 feet or greater in width on non-limited access roadways) as shown in the TTC plans or as directed by the Engineer.

Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS. (REV 8-17-22) (10-22)

SUBARTICLE 105-8.3 is deleted and the following substituted:

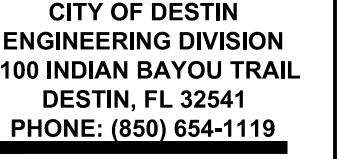
105-8.3 Temporary Traffic Control (Maintenance of Traffic) Personnel: Worksite Traffic Supervisors, flaggers, and other personnel responsible for work zone related transportation management and traffic control must obtain training and certification in accordance with the Department's Temporary Traffic Control (Maintenance of Traffic) Training Handbook located at the following URL address:

<https://www.fdot.gov/roadway/TTC/Default.shtm>.

Worksite Traffic Supervisors or designees must obtain training and certification for the Department's lane closure notification system available at the following URL address:

<https://info.one.network/fdot-live-link-resources>.

THIS COMPLETES THIS SPECIFICATIONS PACKAGE



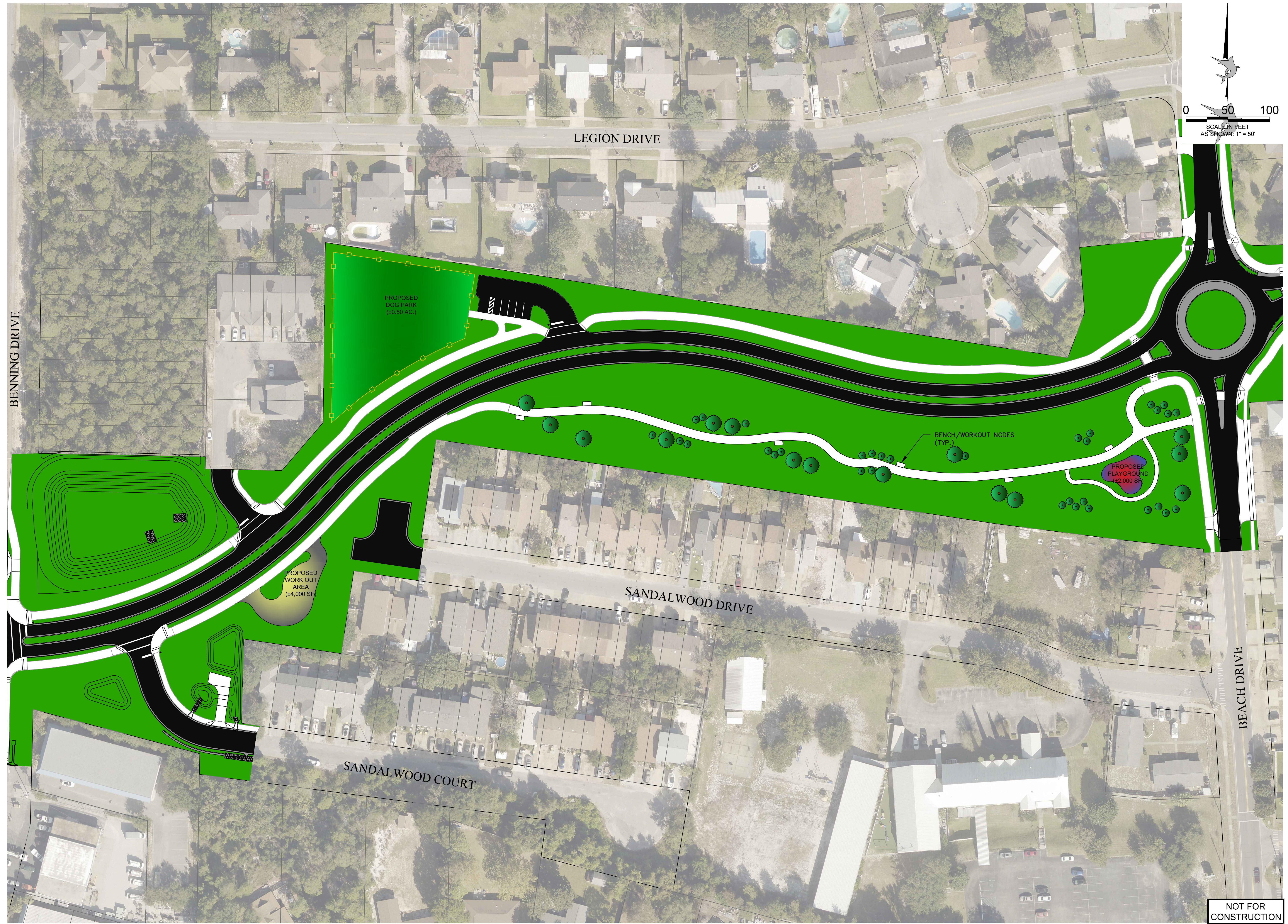
DOCUMENTS HEREIN ARE THE PROPERTY OF THE CITY OF DESTIN, FLORIDA AND NO PART THEREOF SHALL BE COPIED OR OTHERWISE DISCLOSED TO OR USED BY OTHERS WITHOUT THE WRITTEN CONSENT OF THE CITY OF DESTIN, FLORIDA

**CROSS TOWN CONNECTOR
LINEAR PARK
CITY OF DESTIN, FLORIDA**

[illegible]

SHEET TITLE
**LINEAR
PARK
CONCEPT**

SHEET NUMBER
EX-01



C:\USERS\RSCOTT\CITY OF DESTIN, FL\ENGINEERING - DOCUMENTS\CAD\DRAWINGS\CITY PROJECTS\CROSS TOWN CONNECTOR - PARK\CTC-BASE.DWG

CODE COMPLIANCE PRIORITIES AND GOALS

Kimberly Corbin, MA CEP

Code Compliance Director

November 7, 2022

- ④ Perception of Code Compliance Officers
- ④ What are the challenges we face today?
- ④ Resources: staff & vehicles
 - ④ Staff Positions (vacancies)
 - ④ Vehicles
 - ④ Boat
 - ④ Gator
- ④ Tools: Ordinance updates needed
- ④ City of Destin: Approximately 70 miles of paved roads and 140 miles of ROW

CODE COMPLIANCE DEPARTMENT

- ④ Reducing/Eliminating unpermitted and unlicensed activity
- ④ Filling Code Compliance vacancies and maintaining appropriately trained staff
- ④ Signs in the Right of Way
- ④ Safety issues – parking, visibility triangle, and sanitation issues
- ④ Noise Complaints called in by Okaloosa County Sheriff's Office dispatch

- ④ Collaboration with Community Development on LDC issues
- ④ Encourage consistent use of Helpdesk so complainants can track their complaints through Compass/Energov
- ④ Keep lines of communication open to be more efficient with staffing and morale
- ④ Strategic Plan Objectives

KEY FUNCTIONS

- ▶ July 2022 – **360**
- ▶ August 2022 - **318**
- ▶ September 2022 – **310**

- ▶ Total of Service Calls for 3rd Quarter of 2022 - **988**

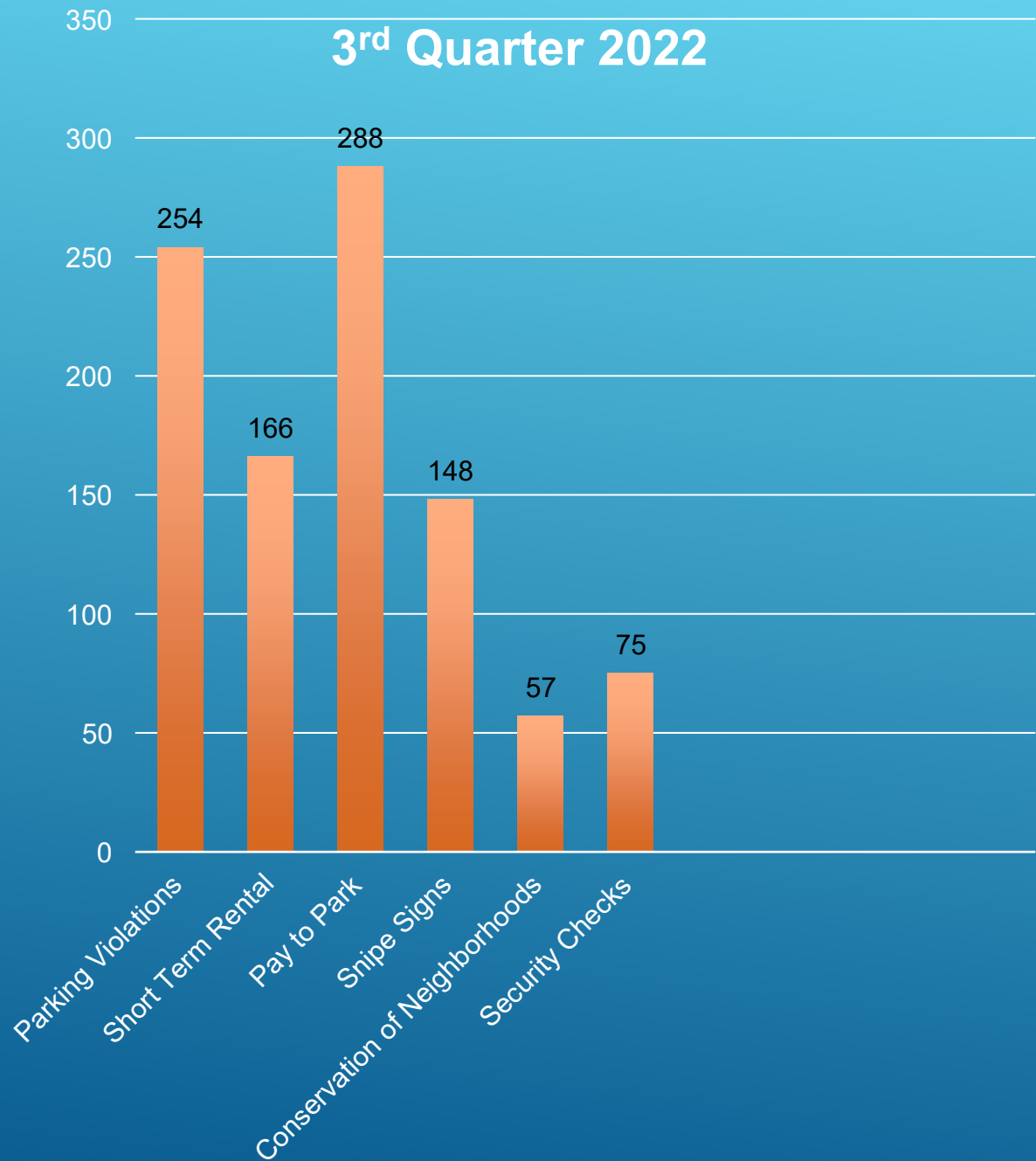
CODE COMPLIANCE DEPT 3RD - QUARTERLY REPORT 2022

- ④ Short Term Rental Complaints – 166
- ④ Pay-to-park - 288
- ④ Parking Violations – 254
- ④ Signs – 148
- ④ Conserve and Establish – 57
- ④ Security Checks - 75

CODE COMPLIANCE DEPARTMENT

QUARTERLY REPORT - BREAKDOWN

3rd Quarter 2022



CODE COMPLIANCE DEPARTMENT

July – August – September 2022

- ④ Every complaint that comes into Code Compliance will have a case assigned in Compass/Energov.
- ④ INCREASE PROCEDURAL EFFICIENCIES
 - ④ Shorten times for compliance to be more reasonable to the specific violation
 - ④ Code Compliance Special Magistrate hearings – increase to every other week
- ④ Implement new hire training that is coordinated with legal and Community Development, and continued training on ordinances for current staff
- ④ Review of night staffing and effectiveness after dark
- ④ Code Compliance should refer all noise complaints at an establishment that serves alcohol to Okaloosa County Sheriff's Office

CODE COMPLIANCE DEPARTMENT

GOALS

- ④ Work with legal and LDC consultant on increased “teeth” consistent with state law.
- ④ Preparation of International Property Maintenance Code (IPMC) Ordinance for Code Compliance.
- ④ Each Code Officer IPMC Certified through the International Code Council (ICC).
- ④ Update Standard Operating Procedures (SOP) for department and each position.
- ④ Contractors to:
 - ④ Mow,
 - ④ Board & secure;
 - ④ Demolish unsafe structures.

CODE COMPLIANCE DEPARTMENT

GOALS

- ④ Swearing in Ceremony for each Code Compliance Officer by the new Mayor.
- ④ Reevaluate schedule during the off season (7 days/week).
- ④ Reevaluate holidays for Code Compliance
- ④ Revamp Waterway and Harbor position responsibilities.
- ④ Work with IT on the Compass migration to the Cloud in 2023
- ④ SUPER GOAL: Accreditation of Code Compliance Department with AACE

CODE COMPLIANCE DEPARTMENT

GOALS

Several white lines of varying lengths and angles are positioned in the bottom right corner of the slide, creating a modern, abstract graphic element.

④ **PRIORITIES:**

④ Rogue Vessel Plan:

- ④ Intense staff training sessions this week, including meeting with United States Coast Guard and Land Use Attorney regarding regulations and legal issues, and meeting with Community Stakeholders for on the ground insights and strategy
- ④ Training to be followed up with ACTION by focusing resources at Joe's Bayou and other critical areas
- ④ Increased reporting to Council on this priority issue at future meetings.

④ STR Plan:

- ④ Dedicated staff to review advertisements and increased monitoring at critical areas of the City, followed by increased reporting to Council on this priority issue at future meetings

④ **WHAT ARE THE CITY COUNCIL'S PRIORITIES?**

CODE COMPLIANCE DEPARTMENT

PRIORITIES

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022

TYPE OF AGENDA ITEM: Ordinance

AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Lance Johnson, City Manager
Krystal Strickland, Finance Director

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Noell Bell, Chief Building Official

DATE: November 1, 2022

SUBJECT: First reading of Ordinance 22-17-CC - Post Certificate of Occupancy Building Inspections Ordinance

I. BACKGROUND: During the **July 11, 2022**, City Council meeting, Council directed staff to proceed with the preparation of an ordinance based on Florida Legislature adopted **Senate Bill (4-D)** and signed into law by Governor DeSantis on May 27, 2022. This law pertains to Condominium and Cooperatives Associations which are required to have post Certificate of Occupancy (CO) structural integrity inspections on buildings that are 3 stories or more.

II. DISCUSSION: The proposed Ordinance 22-17-CC is based on the newly enacted Florida Statute section: **553.899** **Mandatory structural inspections for condominium and cooperative buildings.** The law requires Condominium and Cooperative Associations to conduct **Milestone Structural Inspections** of buildings and to perform **Structural Integrity Reserve Studies** to ensure the buildings are safe for continued use and includes the following:

Milestone Structural Inspection

A Milestone Structural Inspection must be performed by a **licensed architect or engineer** authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida

Building Code or the firesafety code.

- Phase One Milestone Inspection: Visual examination of habitable and non-habitable areas of the building.
- Phase Two Milestone Inspection: Phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one

1. Responsibilities of the Homeowners/Condominium Association:

The condominium association or cooperative association bears the responsibility for maintaining the safety of their buildings. This includes the maintenance of the building, inspections and retention and filing of all maintenance and inspection records. The condominium association or cooperative association is responsible for milestone inspections required by this Guide, including:

- a. The planning and scheduling of the milestone inspection.
 - Initial milestone inspection at building age of 25 years.
 - Follow-up milestone inspections every 10 years.
- b. All costs associated with the milestone inspection.
- c. The Association then has 180 days to complete a **“Phase One”** inspection. If a Phase two Inspection is warranted, the association has 180 days to schedule and 365 days to commence repairs
- d. Ensuring compliance with the requirements related to milestone inspections.

2. Responsibilities of the City:

- Notification to Association: Upon Determining that a building must have a milestone inspection, the Community Development Department/Building Division must provide written notice of such required inspection to the condominium association or cooperative association by certified mail, return receipt requested.
- Review of Reports: Milestone inspection reports must be submitted to the Building Official accompanied by a fee as set forth in the Destin Fee Schedule. It is the City’s responsibility to review the milestone reports provided and interpret the results of the inspections performed. The City has budgeted for the use of a Professional Consultant to help with the interpretations and understanding of the inspection reports and has prepared a proposed for Request for Qualifications (RFQ).
- Local Enforcement: If the Association does not comply with the Ordinance, the Building Official will forward the matter to the City’s code compliance department for issuance of a Notice of Violation, which may result in fines, fees

and/or a determination of an unsafe structure pursuant to applicable City codes. Additionally, if the Building Official determines that there is an imminent threat to the public safety based on information set forth in a milestone inspection report, the Building Official will post the structure with a notice of imminent threat to public safety, and may require the association to order immediate evacuation of the structure, if appropriate. If authorized by the Building Official, the City code compliance department may then commence any city enforcement action against the association for failure to timely order such evacuation. Notwithstanding the foregoing, the ordinance provides that the City will not be liable for any failure of the association to timely evacuate a structure.

- A. Link to Strategic Goals / Objectives:** Enhanced Quality of Life and Safety for families.
- B. Effect on Budget (EOB):** Twenty-five thousand (\$25,000) of the \$100,000 budgeted for Professional Services is intended for review and interpretation of Milestone Inspection reports. A Request for Qualifications (RFQ) will take place to find qualified professionals to complete these inspection reports.
- C. Level of Service (LOS):** Public Safety
- D. Legislative Sponsor:**

III. CONCLUSION: Staff recommends adoption of the proposed Ordinance 22-17-CC.

IV. RECOMMENDED MOTION: I move that the City Council approve **Ordinance 22-17-CC** on first reading.

Attachments:

1. Proposed Ord 22-17-CC
2. Section 553.899, Fla. Stat. Mandatory Structural Insp.

ORDINANCE NO. 22-17-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES FOR COMPLIANCE WITH STATE LAW; AMENDING THE CODE TO ADD PROVISIONS FOR POST-OCCUPANCY INSPECTIONS OF CONDOMINIUMS AND COOPERATIVES; PROVIDING FOR PURPOSE; PROVIDING FOR DEFINITIONS; REQUIRING MILESTONE INSPECTIONS; PROVIDING FOR ENFORCEMENT BY CITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes, Chapter 553, Florida Statutes and Chapter 718, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the Florida Legislature passed Senate Bill (4-D), which was subsequently signed by Governor DeSantis on May 26, 2022, amending chapters 553 and 718, Florida Statutes relating to mandatory structural inspections for condominium and cooperative buildings; and

WHEREAS, pursuant to newly enacted section 553.899, Florida Statutes the Legislature of the State of Florida found that maintaining the structural integrity of a building throughout its service life is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare; and

WHEREAS, State law has now established a statewide structural inspection program, requiring Condominium and Cooperative Associations to conduct milestone structural inspections of their buildings and to perform structural reserve studies to ensure the Condominium and Cooperative buildings are safe for continued use; and

WHEREAS, the City Council of the City of Destin finds that the safety, health, and welfare of the citizens of and visitors to the City of Destin would be best protected by establishment of a local inspection program for aging condominium and cooperative buildings within the City of Destin, consistent with State Law; and

WHEREAS, the City Council has determined that this ordinance is in the best interests of the City and its citizens; and

WHEREAS, two public hearings have been conducted by the City Council after due public notice.

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

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Code that have been skipped and remain unchanged.

SECTION 3. AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES TO CREATE ARTICLE IV. Chapter 6 of the City Code of Ordinances is hereby amended as follows:

CHAPTER 6 BUILDING AND BUILDING REGUALTIONS

ARTICLE IV. - Post Certificate of Occupancy Building Safety Inspections

A. Purpose: Consistent with the findings of the State Legislature, the City Council finds that maintaining the structural integrity of a building throughout its service life is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the City Council finds that the imposition of a structural inspection program for aging condominium and cooperative buildings is necessary to ensure that such buildings are safe for continued use

B. Definitions.

- (1) “Milestone inspection” means a structural inspection of a building, including an inspection of load-bearing walls and the primary structural members and primary structural systems as those terms are defined in s. 627.706, Florida Statutes, by a licensed architect or engineer authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the fire safety code.
- (2) “Substantial structural deterioration” means substantial structural distress that negatively affects a building’s general structural condition and integrity. The term

does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

- (3) “Structural integrity reserve study” means a study of the reserve funds required for future major repairs and replacement of the common areas based on a visual inspection of the common areas. A structural integrity reserve study may be performed by any person qualified to perform such study. However, the visual inspection portion of the structural integrity reserve study must be performed by an engineer licensed under chapter 471 or an architect licensed under chapter 481. At a minimum, a structural integrity reserve study must identify the common areas being visually inspected, state the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of the common areas being visually inspected, and provide a recommended annual reserve amount that achieves the estimated replacement cost or deferred maintenance expense of each common area being visually inspected by the end of the estimated remaining useful life of each common area
- (4) Registered Design Professional. An individual who is registered or licensed to practice their respective design profession as defined by Florida law. This includes any registered design professional so long as they are practicing within the scope of their license, which includes those licensed under Florida Statutes Chapters 471 and 481. For purposes of this Article, this includes both Licensed Professional Engineers and Licensed Architects who hold a discipline in structural and/or threshold inspector certification.

C. Milestone Inspection Requirements.

- (1) Condominium associations under chapter 718 and cooperative associations under chapter 719 must have a milestone inspection performed for each building that is three stories or more in height by December 31 of the year in which the building reaches 25 years of age for buildings located within 3 miles of the coastline as defined in s. 376.031 Florida Statutes, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.
- (2) The condominium association or cooperative association must arrange for the milestone inspection to be performed and is responsible for ensuring compliance with the requirements of this section.
- (3) The condominium association or cooperative association is responsible for all costs associated with the inspection.
- (4) Requirement for Milestone Inspection for COs Issued Prior to July 1, 1992. If a milestone inspection is required under this section and the building’s certificate of occupancy was issued on or before July 1, 1992, the building’s initial milestone inspection must be performed before December 31, 2024. If the date of issuance for the certificate of

occupancy is not available, the date of issuance of the building's certificate of occupancy shall be the date of occupancy evidenced in any record of the City's building official.

(5) Milestone inspections are not required for a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

(6) *City Notice to Association and Phase I Timeline.* Upon determining that a building must have a milestone inspection, the City must provide written notice of such required inspection to the condominium association or cooperative association by certified mail, return receipt requested. Failure to provide this notice does not relieve any association from its responsibilities under this Article. Within 180 days after receiving the written notice from the City, the condominium association or cooperative association must complete phase one of the milestone inspection. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the City.

(7) *Phases of Milestone Inspections and Inspection Reports.*

A milestone inspection consists of two phases:

(a) *Phase I.* For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and non-habitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in paragraph (b), is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report as described herein.

(b) *Phase II*

(i) A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report as described herein.

(ii) Timelines for commencement of repairs following a Phase 2 Inspection report

Any recommended repairs identified by the Architect or Engineer of the Phase II inspection report must be scheduled within (6) six months of receiving the report and repairs commenced by the association within 365 days after receiving the report, unless such report states otherwise or there is imminent danger.

(8) Milestone Inspection Reporting

(a) The Registered Design Professional shall notify the condominium association or cooperative association and the Code (Building) Official immediately of any imminent life- safety hazard which requires temporary shoring or immediate occupant evacuation.

(b) Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, and to the City Building Official including any associated submittal fees. The inspection report must, at a minimum, meet all of the following criteria:

(i) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.

(ii) Indicate the manner and type of inspection forming the basis for the inspection report.

(iii) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.

(iv) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.

(v) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration. (f) Identify and describe any items requiring further inspection.

(vi) Identify and describe any items requiring further inspection.

(c) The association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery and by electronic transmission to unit owners who previously consented to received notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or

cooperative property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

(D) *Structural Integrity Reserve Studies.*

An association must have a structural integrity reserve study completed at least every 10 years after the condominium's creation for each building on the condominium property that is three stories or higher in height. A copy of the completed reserve study must be submitted to the local Building Official along with the Milestone Inspection Report.

(E) *Penalties for Non-Compliance of this Article*

In the event that the Building Official determines (1) that an association has failed to provide the phased milestone reports and/or repairs identified by its milestone inspection report within the given timelines, or (2) that an association has failed to comply with the provisions of this Article, the Building Official shall forward the matter to the City's code compliance department for issuance of a Notice of Violation, which may result in fines, fees and/or a determination of an unsafe structure pursuant to applicable City codes.

Additionally, if the Building Official determines that there is an imminent threat to the public safety based on information set forth in a milestone inspection report, the Building Official shall post the structure with a notice of imminent threat to public safety, and may require the association to order immediate evacuation of the structure, if appropriate. If authorized by the Building Official, the City code compliance department may commence any city enforcement action against the association for failure to timely order such evacuation. Notwithstanding the foregoing, the City shall not be liable for any failure of the association to timely evacuate a structure.

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

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED this ____ day of _____, 2022.

_____, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing
has been reviewed and approved by the City Land
Use Attorney, for the City of Destin, only.

Kimberly Romano Kopp, City Land Use Attorney

Chapter 553

BUILDING CONSTRUCTION STANDARDS

553.899 Mandatory structural inspections for condominium and cooperative buildings.—

(1) The Legislature finds that maintaining the structural integrity of a building throughout its service life is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

(2) As used in this section, the terms:

(a) “Milestone inspection” means a structural inspection of a building, including an inspection of load-bearing walls and the primary structural members and primary structural systems as those terms are defined in s. [627.706](#), by a licensed architect or engineer authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the firesafety code.

(b) “Substantial structural deterioration” means substantial structural distress that negatively affects a building’s general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

(3) A condominium association under chapter 718 and a cooperative association under chapter 719 must have a milestone inspection performed for each building that is three stories or more in height by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If the building is located within 3 miles of a coastline as defined in s. [376.031](#), the condominium association or cooperative association must have a milestone inspection performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. The condominium association or cooperative association must arrange for the milestone inspection to be performed and is responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the inspection. This subsection does not apply to

a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

(4) If a milestone inspection is required under this section and the building's certificate of occupancy was issued on or before July 1, 1992, the building's initial milestone inspection must be performed before December 31, 2024. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building's certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

(5) Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association by certified mail, return receipt requested.

(6) Within 180 days after receiving the written notice under subsection (5), the condominium association or cooperative association must complete phase one of the milestone inspection. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

(7) A milestone inspection consists of two phases:

(a) For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in paragraph (b), is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to subsection (8).

(b) A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to subsection (8).

(8) Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the

condominium association or cooperative association, and to the building official of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

- (a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
- (b) Indicate the manner and type of inspection forming the basis for the inspection report.
- (c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.
- (d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
- (e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.
- (f) Identify and describe any items requiring further inspection.
- (9) The association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery and by electronic transmission to unit owners who previously consented to receive notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

(10) A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

(11) A board of county commissioners may adopt an ordinance requiring that a condominium or cooperative association schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an association fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

(12) The Florida Building Commission shall review the milestone inspection requirements under this section and make recommendations, if any, to the Legislature to ensure inspections are sufficient to determine the structural integrity of a building. The commission must provide a written report of any recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives by December 31, 2022.

(13) The Florida Building Commission shall consult with the State Fire Marshal to provide recommendations to the Legislature for the adoption of comprehensive structural and life safety standards for maintaining and inspecting all types of buildings and structures in this state that are three stories or more in height. The commission shall provide a written report of its recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives by December 31, 2023.

History.—s. 3, ch. 2022-269.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

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

FROM: Kyle Bauman, City Attorney

DATE: 11/3/22

SUBJECT: First reading of Ordinance 22-20-CN - an ordinance of the City of Destin, Florida approving the form and authorizing execution and delivery of an amended interlocal agreement between the city and Okaloosa County to facilitate the city's acquisition of certain beach property and the development or redevelopment of such property for public recreation and tourism purposes, and to establish the respective financial obligations of the city and county associated therewith.

I. BACKGROUND: Interlocal Agreement

The City and County are parties to an existing Interlocal Agreement for Beach acquisition that describes the respective parties' rights, duties, and obligations from acquisition through construction.

Resolution 22-17 was passed October 17, 2022. This resolution repealed Resolution 21-07 which initiated condemnation through the Eminent Domain procedure for the property located at 2968 Scenic Highway 98. The purchase of 2968 Scenic Highway 98 is included in the current interlocal agreement. The Interlocal Agreement must be updated to account for Resolution 22-17's adoption.

II. DISCUSSION: Since the passing of Resolution 22-17 has removed the acquisition of 2968 Scenic Highway 98 from the list of properties to be purchased in the interlocal agreement with the County, the City and County must now amend the interlocal to reflect that change. Ordinance 22-20-CN amends the interlocal agreement between the city and Okaloosa County and establishes the parties' respective financial obligations and other rights and duties.

Design and permitting of the new park at Tarpon Beach will begin soon. Per the interlocal agreement, the City will be responsible for 50% of those costs. Additional design work is also taking place for the Shore at Crystal Beach Park. The City is responsible for 41% of the costs for the Crystal Beach Park project. The County recently provided the updated task order to Baskerville Donovan, their design engineer, that is working on these projects.

- Staff requests approval to encumber a not to exceed the amount of \$327,426.84, to fulfill the City's portion of \$730,282.60, for design services as outlined in the interlocal agreement.

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

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

Council Objectives - Important Priority:

1.4 Public Beachfront Acquisition Initiative

B. Effect on Budget (EOB): The net effect on budget is a decrease in capital grant revenues and expenditures of \$6 million, a decrease in funds borrowed of \$2.5 million, and a decrease in annual loan payments to the TDC for the next 10 years. The amount to be borrowed from the TDC is decreasing from \$10 million down to \$7.5 million, but the payment timing will remain at 10 years. Annual debt service will now be \$750,000/year instead of \$1 million per year.

A summary of the changes from the Interlocal Agreement adopted in July versus this new interlocal agreement is summarized as follows:

CHANGE (NOV-JULY)	County	City	Total
Crystal Beach Land	(3,717,000)	(2,583,000)	(6,300,000)
Crystal Beach Other	177,000	123,000	300,000
	(3,540,000)	(2,460,000)	(6,000,000)
Tarpon Beach Land	-	-	-
Tarpon Beach Other	-	-	-
	-	-	-
Net Change	(3,540,000)	(2,460,000)	(6,000,000)

The City's Portion was to be paid from Okaloosa 1/2 Penny, our allotment of TDC funds from the new interlocal, and from the advanced funding agreement with the TDC. Below is a summary of changes to the City's portion:

City portion	Oka 1/2 Penny 12957231	TDC 12.5% (FY22/23) 30557212	TDC AFA 30557212	TOTAL
Original	3,917,844	914,656	10,000,000	14,832,500
Revised	3,917,844	954,656	7,500,000	12,372,500
Change	-	40,000	(2,500,000)	(2,460,000)

A Budget Amendment with the details is attached.

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

D. Legislative Sponsor:

III. CONCLUSION: Updating the interlocal will allow for the development of both parks and reduce the amount of money that the City will have to pay back to the TDD In annual debt service from \$1 million annually to \$750,000.00 annually.

Staff requests approval of the updated interlocal and for the City Manager to encumber a not to exceed amount of \$327,426.84 to fulfill the City's financial obligation to design services as outlined in the Interlocal Agreement.

IV. RECOMMENDED MOTION: I move to approve Ordinance 22-20-CN on first reading and to authorize the City Manager to encumber the City's portion of the County's design services contract C19-2748-PW, task order 7 in the amount of \$327,426.84.

Attachments:

1. Ordinance 22-20-CN - First Amended Beach Interlocal
2. Exhibit A - Amended and Restated Interlocal Agreement Between Okaloosa County and City of Destin
3. Exhibit B - Resolution 22-17 Repealing Resolution 21-07
4. Exhibit C - First Amended Beach Interlocal Agreement - City and County - Phase I and Phase II
5. BDI TO 7
6. BDI TO 5A
7. BDI TO 5
8. 2022 1007 Budget Amendment for Beach Interlocal

ORDINANCE NO. 22-20-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA APPROVING THE FORM AND AUTHORIZING EXECUTION AND DELIVERY OF AN AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY AND OKALOOSA COUNTY TO FACILITATE THE CITY'S ACQUISITION OF CERTAIN BEACH PROPERTY AND THE DEVELOPMENT OR REDEVELOPMENT OF SUCH PROPERTY FOR PUBLIC RECREATION AND TOURISM PURPOSES, AND TO ESTABLISH THE RESPECTIVE FINANCIAL OBLIGATIONS OF THE CITY AND COUNTY ASSOCIATED THEREWITH; REPEALING CONFLICTING RESOLUTIONS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Authority for this Ordinance. This Ordinance is enacted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, the municipal charter of the City of Destin, Florida (the "City Charter"), and other applicable provisions of law.

SECTION 2. Findings. It is hereby ascertained, determined, and declared as follows:

(A) The acquisition and improvement of public beach is a preeminent goal, the furtherance of which ensures the continued economic viability of the City of Destin, Florida (the "City") and Okaloosa County, Florida (the "County") as a whole as well as specific benefits to tourism and the general public; and

(B) In furtherance of this preeminent goal, the City and the County are working together to acquire and develop and/or redevelop public beach property within the City's municipal limits (the "Acquisitions"); and

(C) In City and County anticipate that implementation of the Acquisitions will occur in several phases; and

(D) The City has partnered with the Trust for Public Land, Inc. (the "Trust"), to further the Acquisitions; and

(E) The City and County's relationship on this matter is described in that certain Amended and Restated Interlocal Agreement Between Okaloosa County and the City of Destin for Acquisition, Demolition, Design, and Construction and Other Matters Related to the Public Beach/Gulf Front Public Park Property dated September 9, 2022 (the "Beach Interlocal") and attached hereto as Exhibit "A"; and

City of Destin, Florida
Ordinance # 22-20-CN

(F) In furtherance of Phase I of the Acquisitions, the City and County agreed to purchase three parcels of real property adjacent to an existing City beach park (the "Phase I Properties) from the Trust; and

(G) Two of the three Phase I Properties have been acquired by the City; and

(H) Three adjacent properties located in Crystal Beach commonly known as Tarpon Beach comprise the "Phase II Properties"; and

(I) The Phase II Properties have been acquired by the City; and

(J) The Phase I and Phase II Properties are described with more particularity in the attached Beach Interlocal; and

(K) The remaining Phase I Property that has not been acquired was subject to condemnation through eminent domain proceedings until October 17, 2022, when the City rescinded the Resolution of Necessity (Resolution 21-07) instituting condemnation through eminent domain proceedings on the final Phase I Property through the adoption of Resolution 22-17, which is attached hereto as Exhibit "B"; and

(L) The County concurred and agreed to the adoption of Resolution 22-17; and

(M) The adoption of Resolution 22-17 necessitates a revision to the Beach Interlocal to remove references to the final Phase I Property and adjust the parties' respective contributions; and

(N) Attached hereto as Exhibit "C" is the First Amendment to The Amended and Restated Interlocal Agreement Between Okaloosa County and the City Destin for Acquisition, Demolition, Design, Construction and Other Matters Related to the Public Beach/Gulf Front Public Park Property, which provides a redline revisions of the revisions to the Beach Interlocal (the "First Amended Beach Interlocal Agreement").

SECTION 3. First Amended Beach Interlocal Agreement. The City Council hereby approves, authorizes, and directs execution and delivery of the First Amended Beach Interlocal Agreement in substantially the form attached hereto as Exhibit "C," with such omissions, insertions, and variations as may be necessary and/or desirable and approved in consultation with the City Attorney prior to delivery thereof, with such necessity and/or desirability and approval to be evidenced by the execution and delivery thereof, and to execute and deliver any and all papers and instruments to do and cause to be done all acts and things necessary or proper for carrying out the actions contemplated by this Ordinance and First Amended Beach Interlocal. The Mayor as attested by the City Clerk, or in each case their duly authorized

designee, are hereby authorized and directed to execute and deliver the First Amended Beach Interlocal Agreement.

SECTION 4. Repealer. All conflicting Resolutions and Ordinances are hereby repealed to the extent necessary to effectuate this Ordinance.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its passage and enactment.

(SEAL)

Gary Jarvis, Mayor

ATTEST:

Lance Johnson, City Manager

Rey Bailey, City Clerk

First Reading _____, 2022

Second Reading _____, 2022

Approved as to form for the City of
Destin, only:

Kyle S. Bauman, City Attorney

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN OKALOOSA COUNTY AND THE CITY OF
DESTIN FOR ACQUISITION, DEMOLITION, DESIGN,
AND CONSTRUCTION AND OTHER MATTERS RELATED
TO THE PUBLIC BEACH/GULF FRONT PUBLIC PARK
PROPERTY**

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

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

WHEREAS, in furtherance of this preeminent goal, the County and the City are working together to acquire and develop and/or redevelop public beach property within the City's municipal limits (the "Acquisitions"); and

WHEREAS, the Parties anticipate that implementation of the Acquisitions will occur in several phases; and

WHEREAS, the City has partnered with the Trust for Public Land, Inc. (the "Trust") in furtherance of the Acquisitions; and

WHEREAS, in furtherance of Phase I of the Acquisitions, the Parties entered into an Interlocal Agreement (C21-3007-BCC) dated October 20, 2020, in which the Parties mutually agreed to purchase three parcels of real property more particularly described in the attached Exhibit "A" (the "Phase I Properties") from the Trust; and

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

WHEREAS, two of the three Phase I Properties have already been acquired by the City, with the last property in the middle, pledged to be acquired by the City through eminent domain proceedings for public use; and

WHEREAS, the City, in furtherance of the eminent domain proceedings against the last property of the Phase I Properties to be acquired, has passed a Resolution of Necessity and the County has passed a Resolution of support for those efforts; and

WHEREAS, in Phase II of the Acquisitions, the Trust has targeted and is under contract to purchase four platted lots of real property more particularly described in the attached Exhibit “B” (the “Phase II Properties”); and

WHEREAS, the Phase II Properties are contiguous properties in an ideal spatial location to provide additional beach access and as of the date of this Interlocal are owned by a single, uniform Seller; and

WHEREAS, the Phase II Properties collectively represent a second phase of the Acquisitions; and

WHEREAS, the Trust has sold two of the three Phase I Properties and has offered to sell the Phase II Properties to the City; and

WHEREAS, the Parties have each agreed to fund portions of the purchases of the Phase I Properties and Phase II Properties (collectively the “Properties”), as described herein to include their redevelopment, into usable public properties; and

WHEREAS, the County and all nine municipalities located within the County have entered into an Interlocal Agreement, dated September 8, 2021 to allocate 12.5% of the first 5 pennies of Tourism Development Tax (“TDT”) Funding received for statutorily allowable tourism uses by the cities, of which 48.5% is allocated through a separate interlocal agreement amongst just the municipalities for use by the City of Destin (the “City’s TDT Allocation”); and

WHEREAS, the full costs of the Acquisitions from purchase to usable park properties includes, but is not limited to, the costs for purchase (including condemnation of the final of the Phase I Properties), demolition, design, permitting, and construction and are estimated to cost \$32,500,000.00, as budgeted in Exhibit “C”; and

WHEREAS, the County's portion of the funding and most if not all of the City's portion of the funding will be funded with “Tourism Development District Funding” with the specific purpose and intent of promoting tourism by increasing beach access and therefore from a tourism perspective specifically wants the property available equally to all County residents and guests/visitors alike without hinderances; and

WHEREAS, this Agreement is intended to formalize the Parties’ relationship and describe how the Acquisitions will proceed forward.

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

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

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

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

SECTION 4. DETAILS OF THE ACQUISITIONS. The Acquisitions shall consist of the acquisition, demolition and improvement of the Properties. The Phase I Properties and Phase II Properties are more particularly described in the attached Exhibit "A" and Exhibit "B", with the combined cost estimated of both projects in acquisition to improvement in Exhibit "C".

SECTION 5. FUNDING/COMMITMENTS FOR THE ACQUISITIONS.

- A. Estimated Contributions. The Parties agree to fund the complete costs of the Acquisitions as shown in Exhibit "C" at 59% County and 41% City for the Phase I Project/Properties and 50% each for the Phase II Project/Properties. Additional costs above the amounts budgeted in Exhibit "C" shall continue to be split at the same percentages between the Parties.
- B. City Advance Funding. To save money, as well as to facilitate the Acquisitions, and assist the City, the County agrees to advance fund the City with up to \$10 Million dollars from TDT Reserves for this purpose. Repayment to the County shall come from the City's TDT Allocation as described in the "Whereas" clauses above. Except as set forth in subsection 5.C below, the County shall not charge the City any interest for the initial ten (10) year period. The amount owed shall be repaid as follows:
- 1) The entirety of the advanced funding shall be repaid by the City within ten (10) years of the date that the advanced funding is distributed to the City. Payment shall come in the form of a deduction from the City's TDT Allocation. First repayment in the form of a deduction from amounts allocated shall occur on or before September 30, 2023.
 - 2) The City shall commit at least \$1 Million annually of the City's TDT Allocation to servicing the debt described in this Section.
 - 3) If the City's TDT Allocation does not amount to a total of at least \$1 Million in a single fiscal year, then the County shall have the right to set off any deficiency against any unallocated money the City may have accrued in the City's TDT Allocation from an earlier fiscal year.
 - 4) If a deficiency remains after the set off described in subsection 5(B)(3), then the total amount owed by the City towards the service of this debt shall be rolled over to the next fiscal year for the initial ten (10) years. Any future

City's TDT allocations, regardless of the dollar amount, would then be applied to bring any debt payment status current to eliminate the deficiency.

- 5) If after year ten (10) the offsets from the City's TDT Allocation have not been sufficient to pay off the debt owed, offsets will continue until the debt is fully paid. After the tenth year, the County in its sole discretion may withhold the entirety of the City's TDT Allocation, whether it exceeds \$1 million dollars until the debt is paid in full.
- 6) In no event shall the debt continue for a duration beyond twenty (20) years from March 1, 2022, without further written approval by the Board of County Commissioners.
- 7) The City, at its option, may voluntarily agree to pay more on any given year or prepay the debt to the County at any time through any lawful means.
- 8) The City's obligation hereunder shall not be or constitute a general obligation or indebtedness of the City as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the City's TDT Allocation in accordance with the terms hereof. The County shall never have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay the City's obligations hereunder, or be entitled to payment of such obligations from any funds of the Issuer except from the City's TDT Allocation as described herein.

- C. It is acknowledged by the Parties that the advanced funding established in subsection 5.B above is being funded from TDT reserves set aside for purposes of beach restoration in the event of a natural disaster. If the County, in its discretion or as a result of a mandate or order by another governmental entity, provides beach restoration as a result of natural events and circumstances beyond the control of the County, which include but are not limited to, tornados, tropical depressions, tropical storms, flooding, hurricane, earthquake, or other natural disaster, and the County borrows funds to pay for such beach restoration, the City will be charged the borrowing rate of interest incurred by the County on the balance of amounts owed by the City for the duration of the loan. Any amounts owed pursuant to this subsection shall be added to the City's outstanding repayment obligations as those repayment obligations are described in subsection 5.B and is subject to the same terms.
- D. The Parties agree that neither is responsible to pay for the attorneys' fees or the fees of any other professional that one of the Parties unilaterally may elect to employ in the furtherance of the Acquisitions.
- E. City Eminent Domain/Condemnation of Crystal Beach Parcel. The Parties warrant and agree to act in good faith and commit to make every reasonable effort to ensure

that the final Phase I Property is acquired. Specifically, to that end, the City agrees to institute legal condemnation proceedings for the remaining lot of the Phase I Properties and to implement said proceedings as soon as reasonably practicable. The final Phase I Property shall be condemned through a "quick take" as provided in Florida Statutes. The County agrees to make its legal counsel reasonably available to assist the City and shall permit the City to hire the County's legal firm to pursue the referenced condemnation without a conflict, but with costs covered as part of the Acquisitions. Costs for this expense are budgeted in Exhibit "C".

SECTION 6. PROPERTY CLOSINGS.

- A. Timing. Closings of each Property shall occur as soon as reasonably practicable. The Parties shall schedule the closings to occur on mutually agreed upon date(s).
- B. Funding Warranty. The Parties warrant and agree that each shall have the ability to fund the closings on the dates the closings are scheduled to occur.
- C. Title Policy. The City shall obtain an owner's title policy with the City being the named insured as to each of the individual Properties in an amount equal to the purchase price allocated to each respective parcel. The title policies shall ensure marketable title as to each Property being acquired. The County shall be provided the title policies for review and upon review will provide concurrence/non-concurrence of the title policies.

SECTION 7. OWNERSHIP OF THE PROPERTIES.

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

real estate acquired hereunder sufficient to ensure that the Properties are used in a manner consistent with public recreational purposes. If the Parties should in the future agree to sell any of the Properties/Acquisitions, the proportionate amount of funding expended to acquire, demolish, design/permit and construct the public beach park Project shall first be returned to the Tourism Development District fund at the County. Any remaining proceeds thereafter shall be split equally between the Parties.

SECTION 8. DEVELOPMENT AND IMPROVEMENT OF THE PROPERTIES.

A. Intent. The Parties intend that the development of the Properties shall be limited to uses by the general public for general recreational purposes as typically seen at beach parks (the "Public Beach Parks"). The overall goal of both Phases of the Acquisitions shall be to increase the amount of beach available for use by the general public and the Public Beach Parks shall be designed, developed, and maintained in accordance with this overall goal. This Agreement shall be construed in a manner that reflects this overall intent.

B. Development of the Public Beach Parks.

1. Collaborative Process. The Parties intend to work collaboratively through all phases of development of the Public Beach Parks to develop Public Beach Parks that is consistent with this intent.
2. Comprehensive Plan and Land Development Code. Development of the Public Beach Parks shall be subject to applicable provisions of the City's Comprehensive Plan and Land Development Code. Prior to, but contingent upon acquisition to become effective, or upon acquisition, if not already compliant with the City's Comprehensive Plan and Land Development Code (specifically zoning and any special use approvals) the City agrees to diligently submit and utilize best efforts to pursue such proposed changes to bring such intended use into compliance with the City's Comprehensive Plan and Land Development Code. This shall be completed with all haste to prevent any delay in the redevelopment of the Properties. If not completed within 12 months of each closing the City shall reimburse the County for any funds expended to date.
3. General Design Concepts of the Public Beach Parks. The Parties shall immediately begin work together in designing and implementing a cohesive and functional plan and development of the Public Beach Parks that is consistent with and furthers the overall intent of the Acquisitions. The Public Beach Parks' design shall include basic amenities typically seen at beach parks generally, including but not limited to: adequate parking, restrooms/changing rooms, showers, stormwater detention, sidewalks, landscaping, boardwalks, pavilions, official access, and similar uses. Final design of the Public Beach Parks shall be subject to the approval of both the

Board of County Commissioners and the City Council at duly noticed public meeting(s).

4. Demolition. Except for the existing pavilion and bathrooms on the Phase I Properties/Project, the existing structures on the Properties do not further the overall intent of the Acquisitions. Therefore, the City shall procure a qualified and duly licensed demolition contractor to demolish the existing structures. Such procurement process shall begin immediately after the effective date of this Agreement and shall be issued no later than sixty (60) days from the closing of any of the Properties.
5. Pre-demolition Sale. If feasible, the City may elect to conduct a pre-demolition sale of any salvageable items and fixtures located on the Properties prior to demolition. If such a sale is conducted, the Parties shall be entitled to distributions of any net proceeds from said pre-demolition sale at the same ratio as their contributions.
6. Design, Engineering, and Permitting of the Public Beach Parks. The County shall procure duly qualified and licensed engineers, design professionals from its existing professionally procured library in consultation with the City that it deems to be reasonably necessary to design, engineer, construct, and develop the Public Beach Parks. Any surveying services may be issued after execution of this Agreement. Additionally, the process to secure professional permitting for design, engineering and permitting services may begin immediately after the execution of this amended Agreement. However, in any case such issuance shall occur within ninety (90) days of the closings.
7. Construction of the Public Beach Parks. The City or County shall oversee the procurement and construction of the Public Beach Parks. The decision shall rest with the City Manager, however, the goal of the Parties is for construction to commence as soon as reasonably possible after the last closing, with preference on of less than 90 days following the completion of design and acquiring all the Properties, with an aggressive construction schedule thereafter, reflected in the bid documents.
8. Time is of the Essence/Primary Point of Contact. The Parties agree to utilize best effort to timely bring the Public Beach Park into public service/use as quickly as possible, but still in a fiscally responsible manner. As such the Parties shall each appoint a lead staff person from each agency to spearhead their agency's responsibilities. Such person shall facilitate all aspects of the project to include, but not limited to: all required approvals, payments, legal sign off, signatures, permits – to include fast-tracking all City signage, building, land development code permits and all outside agency permits. The County Appointee shall be the County Public

Works Director. The City Appointee shall be the Deputy City Manager. The lead staff person of either agency may be changed upon written notice to the other agency.

9. Rights and Obligations of the Parties in the Procurement Processes. Following acquisition of the Properties, as part of the procurement processes, the Party handling a specific service or purchase procurement shall make all such procurement documents available to the other Party for review. The reviewing Party shall be permitted to inspect the documents at least 7 days prior to issuance and provide input as to their contents. The City and County shall work in good faith in the drafting of the documents and all such documents shall be designed to further the Acquisitions' overall intent. The County in consultation with the City, shall be responsible for selecting professional firms described in Section 8(B) of this Agreement that are capable of furthering the development of the Public Beach Parks. Such firm may likely be the same firm as Phase 1 since the park developments of the Acquisitions are likely to be similar. For the Construction procurement(s) both Parties shall have at least one individual on the procurement committee.

SECTION 9. MAINTENANCE AND OPERATION.

- a. General Maintenance. After the completion of the development, the City shall be responsible for the general maintenance of the Public Beach Parks and ensure that they are kept in a condition permitting the general public to access and enjoy the Public Beach Parks.
- b. Tourist Development Taxes. The Parties recognize that Tourist Development Taxes may or may not be potentially available to fund maintenance of the Public Beach Parks. The City shall be permitted to utilize its allocated funding as part of the countywide Interlocal Agreement. The Tourist Development Council and the County may, but shall not be required to, expend additional Tourist Development Taxes to maintain the Public Beach Parks with the following exception: The County or its designee will continue to maintain the sand (rake) and pick up normal trash along the beach.
- c. Parking/Entry Fees or Permits. Because funding is primarily coming from Tourism Development Taxes, parking fees and park entry fees or parking permits shall not be permitted at the park, unless otherwise agreed to in writing by the Parties. If approved, the same parking/entry fees shall equally apply to all users. Unless otherwise agreed to by the County in writing, these parking/entry fees, if collected, must be segregated into a dedicated fund(s) for these specific parks, to be used exclusively to maintain or otherwise improve the Public Beach Parks.

- d. Beach Vending. It is the general desire of the Parties for the Public Beach Parks to be open to general beach goers -- residents and visitors alike. No beach vendors for tents, umbrellas, and chairs, or other similar amenities, shall be permitted at the Public Beach Parks, unless otherwise agreed to in writing by the Parties.
- e. Park Vending. If agreed by the Parties in writing, minor recreation and food/drink vending, such as a food truck/cart and recreational vending such as paddleboards, kayaks, etc., may be permitted.
- f. Operation. The City shall operate the Public Beach Parks and enforce all applicable laws, including City ordinances, rules, and regulations. The City shall enforce these laws, ordinances, rules, and regulations through its Code Enforcement Department and other available legal means. The City may use its short duration, special event permits for events such as weddings, temporary gatherings, trash pickups and other typically permitted activities as normally seen at public beach parks and such permits shall not be considered encumbrances on the Properties. A temporary or permanent tourism information booth shall be permitted upon the Public Beach Parks.
- g. Revenue Generation. If any revenues are developed from the parks, unless otherwise approved in writing by the Parties, they must be segregated in dedicated fund(s) for the park, to be used exclusively to maintain or otherwise improve the Public Beach Park(s).
- h. Signage/Information. The Public Beach Parks' design shall incorporate a permanently posted sign designating the Public Beach Parks, which shall state that it was funded through a partnership between the County, the City and the Trust. The County shall review and approve the sign before it is posted and the Parties shall also consult with the Trust prior to final design approval and posting. Apart and separate from the signage above the City hereby agrees to work with the TDD to allow tourism related signage for wayfinding, a rack for material or an electronic kiosk, and website or social media promotion.
- i. Access. The City shall provide the County and themselves, to maximum extent practical, both through the park design and operationally, beach access to allow beach equipment and trash access, plus access for turtle patrol/management, beach re-nourishment, sand fencing, and sea oat plantings, debris removal, public safety, tourism and similar governmental functions. Any buildings (whether fixed or movable) shall be placed only with the City's written consent, which shall be without fees to the County and shall be in three (3) year increments. Additionally, such consent shall not be unreasonable withheld or withdrawn.

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

SECTION 11. RECORDS AND REPORTING.

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

SECTION 12. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

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

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

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

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

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

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

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

As to the County as follows:

County Administrator
Okaloosa County
1250 Eglin Pkwy N
Suite 102
Shalimar, FL 32579

As to the City as follows:

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

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

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

SECTION 22. INSURANCE, LIABILITY AND INDEMNIFICATION.

- A. Each party agrees to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the

wrongful or negligent acts of their respective officers, employees, representatives, and agents.

- B. Any contractor or consultant engaged by the City or County for work on the Acquisitions shall be required to protect, defend, indemnify and hold both the City and County harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of the Acquisitions and arising from said contractor's operations or as a proximate result of the acts or omissions of the contractor or their employees. Such agreement by the contractor or consultant shall include their indemnification as to any assessment of an administrative fine or penalty by a governmental entity for a violation of conditions of the permit and authorization related to their actions or failure to act in carrying out their contractual duties. The City and County shall require the provisions of this section to be included in all contracts between the City and County and its contractors and consultants for work or services to occur on the Acquisitions.

SECTION 23. CONSTRUCTION. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

////////// **Signature Pages Follow** //////////

OKALOOSA COUNTY, FLORIDA

By: Mel Ponder
Mel Ponder, Chairman



Date: August 16, 2022

ATTEST:

for J.D. Peacock II
J.D. Peacock II, Clerk



APPROVED AS TO FORM:

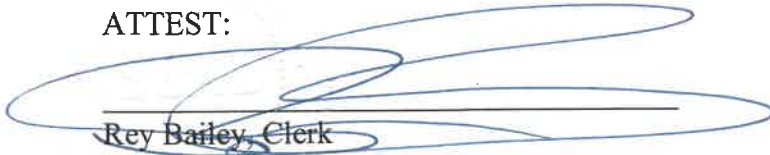
Lynn M. Hoshihara
Lynn M. Hoshihara, County Attorney

CITY OF DESTIN, FLORIDA

By: 
Gary Jarvis, Mayor

Date: 9/8/22

ATTEST:


Rey Bailey, Clerk

APPROVED AS TO FORM:


Kyle S. Bauman, City Attorney

EXHIBIT "A" - Legal Descriptions

CRYSTAL PORT

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

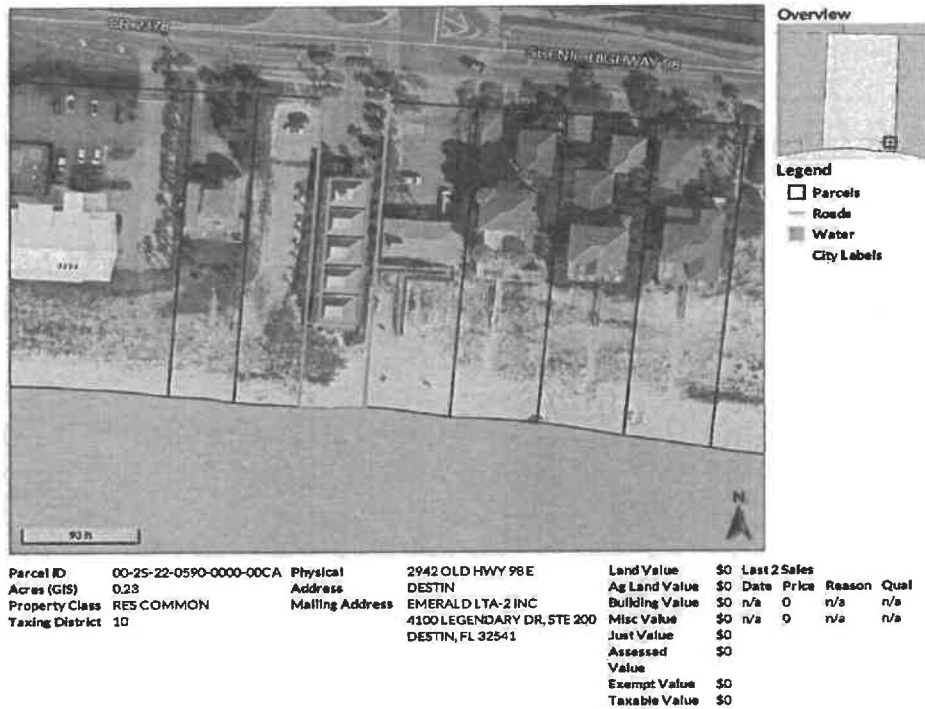
Parcel B: Lot B, Crystal Port, according to the plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

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

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

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

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



Date created: 5/21/2020
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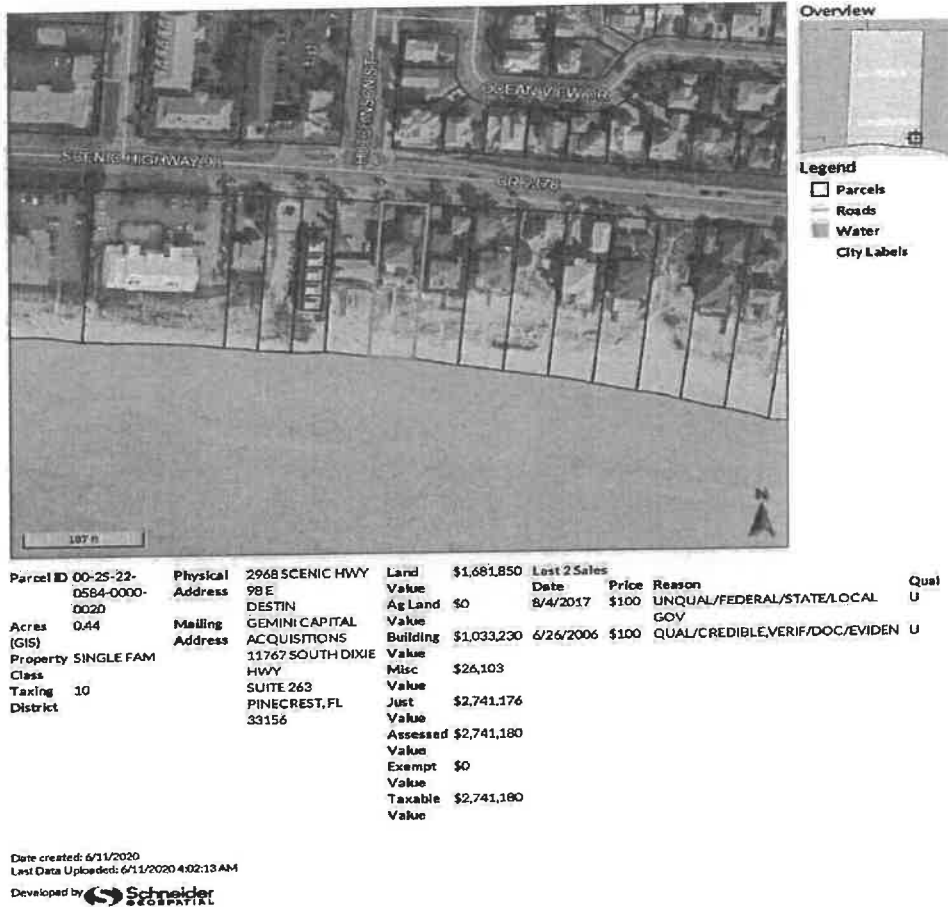
Developed by **Schneider**
GEOGRAPHIC

SHORE AT CRYSTAL BEACH EAST EXPANSION #1

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

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

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



SHORE AT CRYSTAL BEACH EAST EXPANSION #2

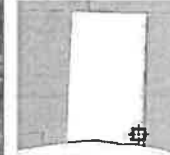
Lot 3, THE SHORES OF CRYSTAL BEACH, a Planned Unit Development, a Resubdivision of a Portion of Block B, Crystal Beach Subdivision according to the Plat thereof as recorded in Plat Book 13, Page 82, of the Public Records of Okaloosa County, Florida

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

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



Overview



Legend

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

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

Date created: 4/9/2020
Last Data Uploaded: 4/9/2020 4:03:23 AM
Developed by  Schneider

EXHIBIT "B"
PHASE 2 LOTS/Property

<i>Properties</i>	<i>City Contribution 50%</i>	<i>County Contribution 50%</i>	<i>Total</i>
<i>00-2S-22-0390-0000-0010</i>	\$1,750,000	\$1,750,000	\$3,500,000
<i>00-2S-22-0580-000A-0090 3310 Scenic 98</i>	\$1,750,000	\$1,750,000	\$3,500,000
<i>00-2S-22-0580-000A-0100 3320 Scenic 98</i>	\$1,750,000	\$1,750,000	\$3,500,000
<i>00-2S-22-0580-000A-0110 3324 Scenic 98</i>	\$1,750,000	\$1,750,000	\$3,500,000
<i>Total</i>	\$7,000,000	\$7,000,000	\$14,000,000

PARCEL ID: 00-2S-22-0390-0000-0010

"THE EAST 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF BLOCK A, LYING BETWEEN THE SOUTHERLY EXTENSION OF THE EAST LINE OF BLOCK 6 AND THE WEST LINE OF BLOCK 4 OF CRYSTAL BEACH, A SUBDIVISION OF THE WEST MILE OF THE EAST TWO MILES OF THE DESTIN PENINSULA, TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK I AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. SUBJECT TO ANY EASEMENTS GRANTED FOR INGRESS AND EGRESS TO THE GULF OVER A SOUTHERLY EXTENSION OF 4TH STREET ACCORDING TO THE PLAT OF SAID CRYSTAL BEACH.

AND

THAT PORTION OF BLOCK A, LYING BETWEEN THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 4, AND WESTERLY OF A SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 3, IN CRYSTAL BEACH, A SUBDIVISION OF THE WEST MILE OF THE EAST TWO MILES OF THE DESTIN PENINSULA, TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK I AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA."

PARCEL ID: 00-2S-22-0580-000A-0090, 00-2S-22-0580-000A-0100, 00-2S-22-0580-000A-0110

THAT PART OF BLOCK A INCLUDED BETWEEN THE SOUTHERLY EXTENSIONS TO THE GULF TO MEXICO OF THE EAST LINE OF BLOCK 3 AND THE WEST LINE OF LOT 5 OF BLOCK 3, TOGETHER WITH RIPARIAN RIGHTS THERETO BELONGING, ACCORDING TO THE PLAT OF THE SUBDIVISION KNOWN AS CRYSTAL BEACH, A SUBDIVISION OF A PORTION OF TOWNSHIP 2 SOUTH, RANGE 22 WEST, ACCORDING TO PLAT THEREOF BY C.H. OVERMAN, C.E., FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA.

THAT PART OF BLOCK A INCLUDED BETWEEN THE SOUTHERLY EXTENSIONS TO THE GULF TO MEXICO OF THE EAST LINE OF BLOCK 3 AND THE WEST LINE OF LOT 5 OF BLOCK 3, TOGETHER WITH RIPARIAN RIGHTS THERETO BELONGING, ACCORDING TO THE PLAT OF THE SUBDIVISION KNOWN AS CRYSTAL BEACH, A SUBDIVISION OF A PORTION OF TOWNSHIP 2 SOUTH, RANGE 22 WEST, ACCORDING TO PLAT THEREOF BY C.H. OVERMAN, C.E., FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA.

THAT PORTION OF BLOCK A, CRYSTAL BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 17, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. LYING BETWEEN THE SOUTHERLY EXTENSION OF THE GULF OF MEXICO OF THE WEST LINE OF LOT 1 AND THE EAST LINE OF LOT 4, BLOCK 3, CRYSTAL BEACH SUBDIVISION.

SUBJECT TO COVANANTS AND RESTRICTIONS AND WATER LINE EASEMENT AS CONTAINED IN DEEDS RECORDED IN OFFICIAL RECORD BOOK 104, PAGE 339 AND BOOK 107, PAGE 459 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA

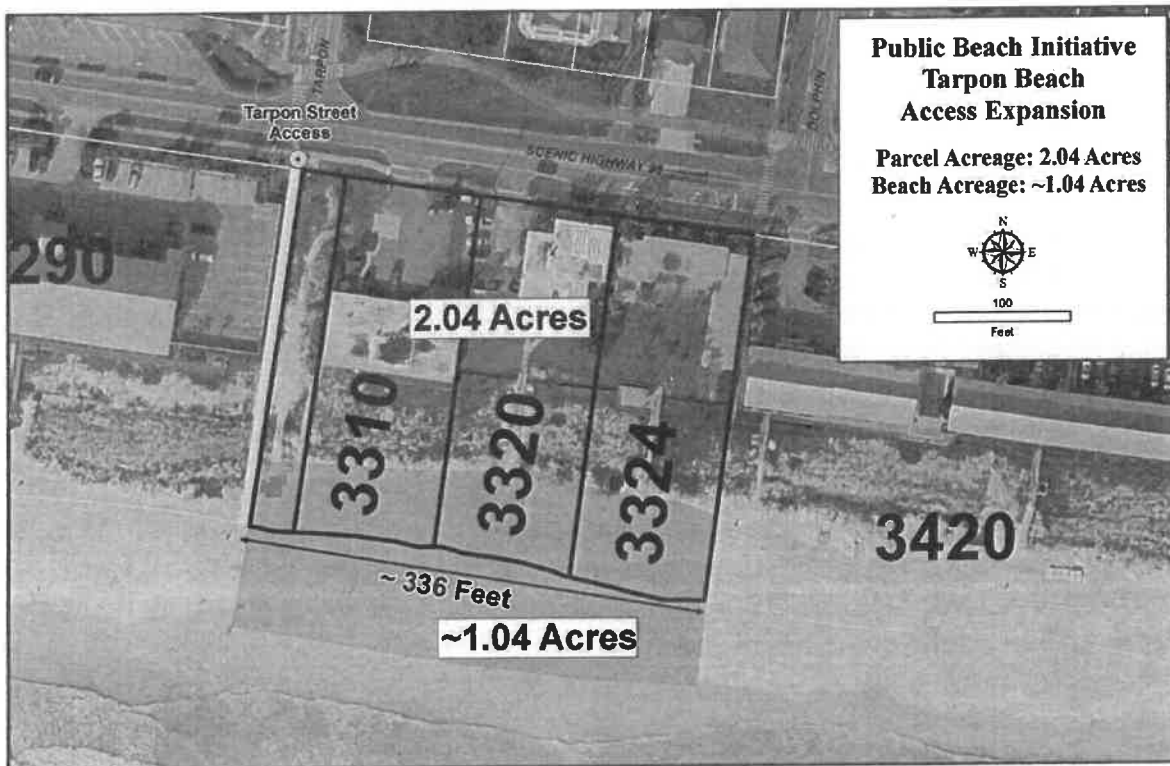


EXHIBIT "C"
Estimated Budgetary Costs for Acquisitions-- Properties
"Phase I Project" and "Phase II Project"

Beach Access Phase I Project Crystal Beach	
Project Activity	Total (100%)
Acquisition to date	\$6,727,790
Demolition	\$100,218
Design and Permitting	\$272,500
Estimated Acquisition (Center House) Condemnation	\$6,300,000
Condemnation Legal and Acquisition Costs	\$200,000
Demolition	\$75,000
Park Development	\$1,750,000
Contingency	<u>\$324,492</u>
Total Project Cost from Acquisition to Operation	15,750,000
SPLIT: COUNTY - 59% CITY - 41%	

Beach Access Phase II Project Tarpon	
Project Activity	Total (100%)
Acquisition	\$14,050,000
Demolition	\$200,000
Design and Permitting	\$300,000
Park Development	\$1,850,000
Contingency	<u>\$350,000</u>
Total Project Cost from Acquisition to Operation	\$16,750,000
SPLIT 50% EACH CITY AND COUNTY	

Total Costs for both Projects \$32,500,000

RESOLUTION 22-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA REPEALING RESOLUTION 21-07; DETERMINING THAT CHANGING MARKET CONDITIONS HAS RENDERED THE ACQUISITION OF CERTAIN PROPERTY FOR PUBLIC USE AND PUBLIC RECREATIONAL FACILITIES AND RECREATIONAL USES NOT FEASIBLE AT THIS TIME; REPEALING RESOLUTION 21-07 WITHOUT PREJUDICE TO DETERMINE IN THE FUTURE THAT IT IS NECESSARY TO CQUIRE TO ACQUIRE CERTAIN PROPERTY FOR PUBLIC USE AND PUBLIC RECREATIONAL FACILITIES AND RECREATIONAL USES; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, The City of Destin, Florida (the "City") is a Florida municipal corporation and political subdivision of the State of Florida and is authorized to construct and maintain public recreational uses and facilities, and is vested by law pursuant to Chapters 73, 74, 166, Florida Statutes, to acquire fee simple interest in privately owned lands which are necessary for public use; and

WHEREAS, the City's home rule powers and other applicable law including, but not necessarily limited to Chapter 166, Florida Statutes, grant authority to the City to provide for recreational uses within the City's municipal limits; and

WHEREAS, on July 6, 2021, the City Council adopted Resolution 21-07, determining that the property more particularly described in Exhibit "A" (the "Subject Property") was necessary to complete the Crystal Beach Recreational Facilities Project (the "Project"); and

WHEREAS, the City, together with Okaloosa County, Florida (the "County"), have negotiated with the Subject Property's property owner (the "Property Owner") in good faith, but have been unable to come to mutually agreeable terms whereby the City acquires the Subject Property voluntarily; and

WHEREAS, rising inflation coupled with the market value of properties in the local area have continued appreciating and have now appreciated to a point where acquisition of the Subject Property through eminent domain proceedings is prohibitively expensive; and

WHEREAS, an alternative, temporary design of the Project is more financially feasible for the City and County at this time; and

WHEREAS, market conditions together with the City and County's financial conditions may lead to the acquisition of the Subject Property being more feasible in the future; and

WHEREAS, when it is more financially feasible to continue with the Project, the City or County may choose to institute eminent domain proceedings once again; and

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

Section 1. That each of the above Recitals set forth above are adopted as the findings of the Council and are hereby incorporated into this Resolution as if set forth in their entirety.

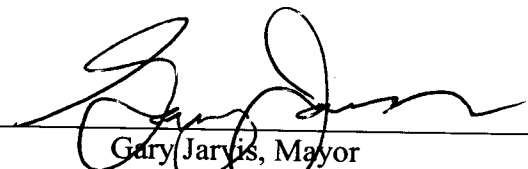
Section 2. Resolution 21-07 is hereby repealed without prejudice to reinstitute eminent domain proceedings relating to the Subject Property in the future.

Section 3. This Resolution shall become effective immediately upon adoption.

DULY ADOPTED this 17th day of October 2022.

**CITY COUNCIL OF THE CITY OF
DESTIN, FLORIDA**

By: _____

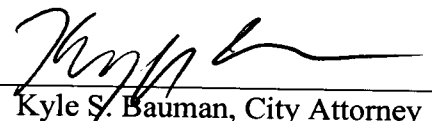

Gary Jarvis, Mayor

ATTEST:

**APPROVED AS TO FORM FOR THE
CITY OF DESTIN, ONLY:**

By: _____

Rey Bailey, Clerk


Kyle S. Bauman, City Attorney

**~~THIS IS A 1ST~~FIRST AMENDMENT TO ~~AN~~THE
AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN OKALOOSA COUNTY AND THE CITY OF
DESTIN FOR ACQUISITION, DEMOLITION, DESIGN,
~~AND~~ CONSTRUCTION AND OTHER MATTERS RELATED
TO THE PUBLIC BEACH/GULF FRONT PUBLIC PARK
PROPERTY**

THIS ~~1ST~~**FIRST** AMENDMENT ("Amendment") is entered into by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and the CITY OF DESTIN, a municipality organized under the laws of the State of Florida (the "City") (collectively, the County and City will hereinafter be referred to as the "Parties").

WHEREAS, on ~~_____~~September 9, 2022, the County and the City entered into an Amended and Restated Interlocal Agreement for the acquisition, demolition, design, construction and other matters related to the public beach/gulf front public park property (the "Agreement"); and

WHEREAS, for the past two years the Parties had sought to acquire a property in Crystal Beach located at 2970 Scenic Highway 98, Destin, FL 32541 (the "Property") ~~shown below as a deleted portion of Exhibit A~~; and

WHEREAS, ~~today~~ the Parties have since mutually agreed ~~theis acquisition of this Pproperty acquisition~~ is no longer viable or prudent to pursue at this time due to recent value escalations in the marketplace; and

WHEREAS, the Parties, as stewards of public tax dollars, including tourism tax dollars, have mutually agreed that other properties and/or projects are likely better investments of these ~~tourism resourcespublic funds~~; and

WHEREAS, both Parties ~~have previously passed adopted~~ resolutions related to this ~~Pproperty, which will be repealed and both through approval of this document hereby official repeal their applicable resolutions (City of Destin Resolution _____ Okaloosa County Resolution)~~; and

WHEREAS, the City and County staff are hereby directed to ~~closeout terminate any and all efforts to acquire this Pproperty acquisition issue~~ and to ~~proceed immediately modify to modification of~~ any plans and permits to proceed ~~in order to proceed~~ to construction as quickly as possible.

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and

sufficiency of which are acknowledged, the County and the City agree ~~to this First Amendment~~ as follows:

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

2. AMENDMENTS. The Agreement shall be amended as follows:

a. Amending ~~the~~ WHEREAS provisions/recitals shall be amended as follows:

~~WHEREAS~~, the Phase I Properties are adjacent to or near an existing City beach park; and

~~WHEREAS~~, two of the three Phase I Properties have already been acquired by the City, with the last property in the middle, pledged to be acquired by the City through eminent domain proceedings for public use; and

~~WHEREAS~~, the City, in furtherance of the eminent domain proceedings against the last property of the Phase I Properties to be acquired, has passed a Resolution of Necessity and the County has passed a Resolution of support for those efforts; and

WHEREAS, the Trust has sold two of the three Phase I Properties and has offered to sell the Phase II Properties to the City; and

WHEREAS, the full costs of the Acquisitions from purchase to usable park properties includes, but is not limited to, the costs for purchase ~~(including condemnation of the final of the Phase I Properties)~~, demolition, design, permitting, and construction and are estimated to cost \$32,500,000.00 ~~26,500,000.00~~, as budgeted in Exhibit "C"; and

b. ~~2.~~ Amending Section 5, B, and (2) and (3) paragraphs 2 & 3 as shown below shall be amended as follows:

B. City Advance Funding. To save money, as well as to facilitate the Acquisitions, and assist the City, the County agrees to advance fund the City with up to \$7.5 ~~10~~ Million dollars from TDT Reserves for this purpose. Repayment to the County shall come from the City's TDT Allocation as described in the "Whereas" clauses above. Except as set forth in subsection 5.C below, the County shall not charge the City any interest for the initial ten (10) year period. The amount owed shall be repaid as follows:

- 1) The entirety of the advanced funding shall be repaid by the City within ten (10) years of the date that the advanced funding is distributed to the City. Payment shall come in the form of a deduction from the City's TDT

Allocation. First repayment in the form of a deduction from amounts allocated shall occur on or before September 30, 2023.

- 2) The City shall commit at least \$750,000.00~~1 Million~~ annually of the City's TDT Allocation to servicing the debt described in this Section.
- 3) If the City's TDT Allocation does not amount to a total of at least \$750,000.00~~1 Million~~ in a single fiscal year, then the County shall have the right to set off any deficiency against any unallocated money the City may have accrued in the City's TDT Allocation from an earlier fiscal year.

c. Section 5.E. shall be deleted in its entirety:

~~E. City Eminent Domain/Condemnation of Crystal Beach Parcel. The Parties warrant and agree to act in good faith and commit to make every reasonable effort to ensure that the final Phase I Property is acquired. Specifically, to that end, the City agrees to institute legal condemnation proceedings for the remaining lot of the Phase I Properties and to implement said proceedings as soon as reasonably practicable. The final Phase I Property shall be condemned through a "quick take" as provided in Florida Statutes. The County agrees to make its legal counsel reasonably available to assist the City and shall permit the City to hire the County's legal firm to pursue the referenced condemnation without a conflict, but with costs covered as part of the Acquisitions. Costs for this expense are budgeted in Exhibit "C".~~

d. ~~3. Deleting Page 3 of Appendix Exhibit A shall be deleted as shown below, third page, as shown below:~~



Okaloosa County Property Appraiser



Legend
□ Parcels
— Roads
■ Water
City Labels

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

Date created: 6/11/2020
Last Data Uploaded: 6/11/2020 4:02:13 AM
Developed by Schneider GEOSPATIAL

SHORE AT CRYSTAL BEACH EAST EXPANSION #2

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

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

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

e. 4. Modifying Appendix Exhibit C shall be amended as shown below follows:

EXHIBIT "C"
Estimated Budgetary Costs for Acquisitions-- Properties
"Phase I Project" and "Phase II Project"

Beach Access Phase I Project Crystal Beach	
Project Activity	Total (100%)
Acquisition to date	\$6,727,790
Demolition	\$100,218
Design and Permitting	\$272,500
Estimated Acquisition (Center House) Condemnation	\$6,300,000
Condemnation Legal and Acquisition Costs	\$200,000
Demolition	\$75,000
Park Development	\$2,050 1,750,000
Contingency	<u>\$324,492</u>
Total Project Cost from Acquisition to Operation	159,750,000
SPLIT: COUNTY - 59% CITY - 41%	

Beach Access Phase II Project Tarpon	
Project Activity	Total (100%)
Acquisition	\$14,050,000
Demolition	\$200,000
Design and Permitting	\$300,000
Park Development	\$1,850,000
Contingency	<u>\$350,000</u>
Total Project Cost from Acquisition to Operation	\$16,750,000
SPLIT 50% EACH CITY AND COUNTY	

Total Costs for both Projects ~~\$32,500,000~~ \$26,500,000

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this First Amendment, effective when both parties on the date and year last written below.

////////// Signature Pages Follow //////////

OKALOOSA COUNTY, FLORIDA

By: _____
____ Mel Ponder, Chairman

Date: _____

ATTEST:

J.D. Peacock II, Clerk

APPROVED AS TO FORM:

Lynn M. Hoshihara, County Attorney

CITY OF DESTIN, FLORIDA

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, Clerk

APPROVED AS TO FORM:

Kyle S. Bauman, City Attorney

Kimberly Romano Kopp, City Land Use Attorney

CONTRACT #: C19-2748-PW
BASKERVILLE-DONOVAN, INC.
GENERAL ENGINEERING SVS FOR PW
EXPIRES: 09/30/2023

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2748-PW

TASK ORDER #: 07

TASK ORDER AMOUNT: \$311,233.00

OFFERED BY CONSULTANT:

Baskerville-Donovan, Inc.

FIRM'S NAME

I. Keith Hill, P.E.

REPRESENTATIVE'S PRINTED NAME

I. Keith Hill

SIGNATURE

President/CEO

TITLE

9/31/2022
DATE

RECOMMENDED FOR APPROVAL
(Department Director)

[Signature]
SIGNATURE
Peter Weeks Director
TITLE

9/1/22
DATE

John Hofstad
Digitally signed by John Hofstad
Date: 2022.09.02 09:40:24
-05'00'
COUNTY ADMINISTRATOR (if applicable)

DATE

Revised November 3, 2017

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Jeffrey A Hyde
Digitally signed by Jeffrey A Hyde
Date: 2022.09.01 10:55:08 -05'00'

PURCHASING MANAGER

DATE

Faye Douglas
Digitally signed by Faye Douglas
Date: 2022.09.01 19:49:23
-05'00'
OMB Director/DATE

DATE

[Signature]
Mel Ponder, Chairman

SEP 06 2022

DATE





PROFESSIONAL SERVICES PROPOSAL

TARPON BEACH GULF FRONT PARK
Okaloosa County, Florida

August 31, 2022

SUMMARY AND PURPOSE

Okaloosa County previously entered into a cooperative partnership with the City of Destin, the Tourist Development Council (TDC) and Trust for Public Land to expand and revitalize the existing Shore at Crystal Beach Park south of Scenic Highway 98 at Hutchinson Street. The Crystal Beach project (otherwise known as the Gateway to Crystal Beach) was Phase I of the initiative and it's currently at the 60% design milestone. Phase II of the initiative was recently presented before the Board of Okaloosa County Commissioners and it focuses on a new, yet similar park project approximately 0.5 miles to the east of Crystal Beach to be called Tarpon Beach. The Tarpon Beach site encompasses four existing Gulf front parcels totaling +/- 3.0 acres (including beach acreage) and is located along Scenic 98 between Tarpon and Dolphin streets. Acquiring Public Beach is the Destin City Council's Top Priority in the City's Adopted 2020 Strategic Plan. According to Okaloosa County, total land acquisition for the Phase II Tarpon Beach project will be \$14,050,000 with a 50/50 split between the County and City of Destin.

The proposed site includes the following existing four parcels all owned by the same entity (00-2S-22-0390-0000-0010, 00-2S-22-0580-000A-0090, 00-2S-22-0580-000A-0100 and 00-2S-22-0580-000A-0110). The first parcel identified is currently used as Public Beach Access and the other three are multi-family developed parcels. All four parcels combined will provide a total of 340 linear feet of Gulf front public beach access.

The County has requested that Baskerville-Donovan, Inc. (BDI) generate a proposal to include Boundary and Topographical Site Survey, Geotechnical Soil Testing, Conceptual Site Planning, Engineering Design and Regulatory Permitting Services necessary to develop and construct the proposed Tarpon Beach Park.

BDI understands the new Tarpon Beach Park perimeter will encapsulate all four existing parcels and be designed to mimic the Shore at Crystal Beach project layout. The Phase II Park facility will offer at least one covered pavilion with restroom facilities, wooden boardwalk access and paved parking for standard vehicles and LSVs. The wooden boardwalk, restroom facilities and parking areas will meet ADA requirements.

The new asphaltic parking area will span all four parcels and meet development requirements outlined within the City of Destin LDRs. Low Speed Vehicle (LSV or golf cart) parking spaces will be considered and strategically placed to maximize parking uses by vehicle type within the expanded parking area. BDI will use the boundary survey and existing utility information to determine the most strategic locations for new park vehicular access, new pavilion(s) and the restroom facilities and outline these in the conceptual layout submittal for County approval.

Florida Design Standards (Florida "Green Book"), the FDOT Design Standards Manual and City of Destin Land Development Regulations (LDRs) will be utilized as the basis of all design, where appropriate. The Northwest Florida Water Management District (WMD) will govern all stormwater-related design criteria.



WORK SCOPE ELEMENTS

Task 1.1/1.2 – Boundary/Topographic Survey

Task 1.1 will be a boundary survey to obtain the property lines of all four parcels identified. Parcel 00-2S-22-0390-0000-0010 is currently owned by Blasbichler H D Agreement per county property appraiser website and used as public beach access under an agreement/easement with the local municipality. The other three parcels to the east are owned by Blasbichler H D Trust and currently being acquired by the county/city (or will be soon). To effectively identify limits of conceptual design and the existing improvements scheduled for demolition, the survey team will obtain all boundary and building corner data for the four identified parcels of record.

Task 1.2 will be a topographic survey of all four parcels (including the three eastern parcels currently with vertical improvements) to obtain post-acquisition and post-demolition data and ensure accurate topography across the entire proposed park area. The topographic survey will identify site contours/grade elevations, location of existing utility infrastructure, drainage features and other pertinent hard/softscape features. Surveyors will establish State Plane Control, the Coastal Construction Control Line (CCCL) and vertical control using established vicinity benchmarks. Both surveys will also include areas of Scenic Highway 98 and the Tarpon/Dolphin Street intersections (as needed for roadway and utility connection design).

Tasks 2.1 – Geotechnical Investigation

Geotechnical Investigation services will be necessary to examine soil conditions within boundaries of the proposed parking lot area and new Stormwater Management Facilities (SMFs) to provide recommendations for pavement section and drainage design criteria. Geotechnical field work will commence post-acquisition and post-demolition in order to ensure access to required pavement/stormwater areas identified in the conceptual layout generated from the boundary survey.

Soil investigations will include the drilling of two (2) 35 foot deep Standard Penetration Test (SPT) borings in proposed pavilion areas and two (2) auger borings to the existing groundwater table within the proposed stormwater management facility (SWMF) footprint to evaluate present the subsurface conditions. Encountered sub-surface conditions realized during the SPTs will be used to establish aquifer characteristics for SWMF analysis. It is assumed that the SPT locations will be readily accessible via truck mounted drill rig once the residential structures on the three easternmost parcels are cleared.

Laboratory soil testing will be required to determine soil classification, evaluate and document general material properties (e.g. moisture sensitivity, compatibility, permeability, etc.). Several natural water content, grainsize tests, and up to two (2) falling head permeability tests will be performed. Additional laboratory testing (if necessary, based on the subsurface conditions encountered) will not be performed without prior County authorization.



Task 3 – Overall Concept Park Layout

An initial Conceptual Park Layout will be prepared for County review and will include all four parcels to illustrate the overall park plan and design concept. The concept plan will be generated using the obtained boundary survey and will assume all existing improvements will be acquired by Okaloosa County/City of Destin and cleared by the City of Destin.

The conceptual plans will be a comprehensive civil and architectural illustration of the proposed park layout and its related improvements. It will illustrate parking lot limits with required space counts as per Destin LDRs, define landscape buffers, show proposed boardwalk locations, identify new pavilion(s)/restroom facilities, access connections to Scenic Highway 98 and proposed stormwater management areas.

The conceptual layout plan will be considered a 10% illustrative effort to serve as the basis for initial County comment and provide a starting point for actual site design and architectural specifics relative to the proposed pavilion and restroom structure(s). Comments provided by the County to the concept layout will drive the project forward.

Task 3 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - Tarpon Beach Park Conceptual Layout in PDF format
 - Architectural Rendering of Conceptual Layout (optional)
 - Team Meeting with County to Discuss Layout and Design Specifics

Task 4 – 30% Construction Plans

30% Construction Plans will be prepared for County review based upon County comments to the Task 3 layout. The plans will be completed to a level of detail necessary for the County to fully understand design intent for the finalized site layout.

The plans will define horizontal control for all proposed park improvements, identify asphalt pavement design for the parking area and illustrate typical pavement sections, identify proposed roadway access connection points to Scenic Highway 98 and begin to address design elements of the pavilion/restroom structure. Design criteria such as pertinent layout information from Destin LDRs, one architectural rendering (if requested) and expected drainage requirements will also be addressed.

Pre-application meetings will be held with regulatory agencies to review the 30% plan set and discuss expected permitting requirements.

Architectural Plans will be prepared for the 30% submittal including structural, mechanical, electrical and plumbing design disciplines. The work will be performed in accordance with the Florida Building Code, latest edition. The design plans for the existing pavilion will be utilized as the basis for design with incorporation of updated codes and requirements.

Task 4 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 30% Construction Plans in PDF format

Task 5 – 60% Construction Plans

The 30% construction plans will advance to a 60% design phase for County review. The 60% construction plans will include an overall site layout, general notes, demo and erosion control, finalized horizontal control, grading and drainage, drainage details (including SWMF and swale sections), pavement sections and details, intersection details, boardwalk plans and details, pavilion architectural/MEPS plans, identified utility locations and traffic control plans. Drainage calculations will also be provided for County review.

The 60% plan set will include general or specific conditions addressed as part of 30% pre-application discussions with regulatory agencies.

Task 5 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 60% construction plans in PDF format
 - Distribution of 60% plans to all identified Utility Owners for comment

Task 6 - 90% Construction Documents

Construction documents will be completed to the 90% stage. Comments from the 60% submittal to the County will be incorporated into the plan set along with any comments from utility owners. Construction details and technical specifications will be finalized for permit submittals.

Task 6 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 90% design plans in PDF format
 - Distribution of 90% plans to utility providers

Task 7 - Permitting

Permitting activities will include site and building plan reviews through the City of Destin, stormwater permitting through the Northwest Florida Water Management District, construction activities seaward of the Coastal Construction Control Line (CCCL) through Florida Division of Water Resource Management and utility permitting through Destin Water Users.



Task 7 Deliverables:

- Completed City of Destin Development Order application and supporting documents
- Completed Environmental Resource Permit (ERP) application and supporting documents
- Completed Destin Water Users application with supporting documents
- Completed Division of Water Resource Management and supporting documents

Task 8 - Final Construction Documents

Construction documents will be completed to the 100% stage. Comments from the County, City of Destin and other regulatory agencies will be incorporated into the plans in accordance with the specified permit requirements. Construction plans and technical specifications will be finalized for bidding activities.

Task 8 Deliverables:

- One (1) bound signed and sealed set of 100% Final Design Plans in 11"x 17" format
- One (1) bound signed and sealed Project Manual in 8.5"x11" format
- One (1) CD, USB drive or email containing the following:
 - Digitally signed and sealed 100% Final Design Plans in PDF format
 - Digitally signed and sealed Project Manual in PDF format

Task 9 - Bidding Services

Bidding services will include front end document preparation assistance for the design, responses to bidder requests for information, attendance at a pre-solicitation meeting, bid opening attendance, bid tabulations and recommendations of award.

Submittal Schedule

Task 1.1 - Boundary Survey	30 Days from NTP
Task 1.2 - Topographic Survey	30 Days from Acquisition and Clearing
Task 2 - Geotechnical Investigation	30 Days from Acquisition and Clearing
Task 3 - Overall Concept Layout and Rendering	30 Days from Completion of Task 1.1
Task 4 - 30% Construction/Architectural Plans	60 Days from County Approval of Task 3 and Completion of Task 1.2 (whichever is later)
Task 5 - 60% Construction Plans	60 Days from County Approval of Task 4
Task 6 - 90% Construction Plans	30 Days from County Approval of Task 5
Task 7 - Permitting	90 Days from County Approval of Task 5 (estimated)
Task 8 - Final Construction Docs	30 Days from County Approval of Task 6
Task 9 - Bidding Services	15 Days from County Approval of Task 8



Note: A proposal for **Construction Engineering and Inspection (CEI) Services** is not provided as part of this task order, but can be provided upon request from the County.

The following fee schedule is based on anticipated hours to complete each task and the contract shall not exceed the identified totals without prior written authorization from Okaloosa County.

Anticipated Fee Schedule:

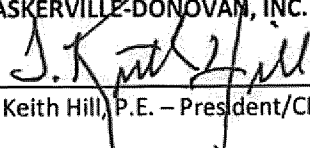
Boundary and Topographic Survey (Tasks 1.1/1.2)	\$ 18,764.00
Design Development (including Conceptual Layout for County Review)	\$ 43,728.00
Construction Docs (30%, 60%, 90% & 100%)	\$ 127,816.00
Architectural / MEPS Services	\$ 69,000.00
Geotechnical Services	\$ 5,175.00
Permitting Services	\$ 39,328.00
<u>Bidding Services</u>	\$ 7,422.00
Total Service Fee	\$ 311,233.00

Note: Refer to detailed hourly breakdown spreadsheet included with this task order submittal.

Excluded Items:

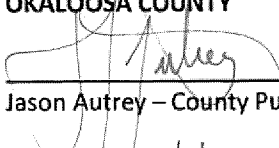
- Permitting Fees
- PD&E Studies
- Phase 1 and 2 Environmental Assessments
- Cultural Resource Assessment Report (CRAS)
- Lighting Studies
- Site Lighting Design
- CEI Services
- Public Meetings (hourly service fees apply as requested by County)

Submitted By:
BASKERVILLE-DONOVAN, INC.


T. Keith Hill, P.E. – President/CEO

Date: 8/31/2022

Accepted By:
OKALOOSA COUNTY


Jason Autrey – County Public Works Director

Date: 9/1/22

L:\121 Okaloosa County\12107.01 Tarpon Beach Gulf Front Park

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2748-PW

TASK ORDER #: 05A (Shore at Crystal Beach Amendment per County request)

TASK ORDER AMOUNT: \$199,766.00

OFFERED BY CONSULTANT:

Baskerville-Donovan, Inc.
FIRM'S NAME

CONTRACT: C19-2748-PW
BASKERVILLE-DONOVAN, INC.
GENERAL ENG SERVICES FOR PW
EXPIRES: 09/30/2023

T. Keith Hill, P.E.

REPRESENTATIVE'S PRINTED NAME

SIGNATURE

TITLE

DATE

RECOMMENDED FOR APPROVAL
(Department Director)

Jason T. Autrey, P.E.,
C.P.M.

Digitally signed by Jason T.
Autrey, P.E., C.P.M.
Date: 2022.10.11 08:52:59 -05'00'

SIGNATURE

TITLE

DATE

COUNTY ADMINISTRATOR (if applicable)

DATE

APPROVED BY OKALOOSA COUNTY
(Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Jeffrey A
Hyde

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A Hyde
Date: 2022.10.17
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PURCHASING MANAGER

DATE

Faye
Douglas

Digitally signed by Faye
Douglas
Date: 2022.10.18
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OMB Director/DATE

DATE

CHAIRMAN (if applicable) Mel Ponder

DATE



PROFESSIONAL SERVICES PROPOSAL

**SHORE AT CRYSTAL BEACH PARK EXPANSION
TASK ORDER AMENDMENT
Okaloosa County, Florida**

August 30, 2022

SUMMARY AND PURPOSE

The following is an amendment to the originally approved task order for the Shore at Crystal Beach Park Expansion project. Okaloosa County has requested that Baskerville-Donovan, Inc. (BDI) amend the task order based upon a change in the previous scope of work due to an unforeseen change in land acquisition. Parcel PIN 00-2S-22-0584-0000-0020 is no longer a viable option for acquisition and it will no longer be a part of the park expansion scope. The county has requested that BDI amend the original task order to reflect these changes and re-design the Crystal Beach Park layout into two separate park areas. The larger of the two proposed parks will include the existing Crystal Beach Park parcel and the parcel immediately to the west of the existing park. The smaller proposed park area will be designed upon the parcel immediately east of Parcel PIN 00-2S-22-0584-0000-0020.

The existing Shore at Crystal Beach Park includes a paved parking area, covered pavilion with restrooms, wooden boardwalk access to the sandy beach and a sand rinse area near Scenic Highway 98. The two newly proposed and separated park facilities will be dubbed "The Gateway to Crystal Beach" and will increase Gulf frontage width from 67 linear feet to approximately 184 linear feet (combined) of public beach access.

This amended task order does not include a boundary and topographical site survey, geotechnical soil testing or restroom structural design as these services were provided in the original task order scope of work. The new scope of work will consist solely of revised conceptual site planning for County approval, re-engineered design of the separated parking, utilities, stormwater management facilities (SWMF) and finalizing regulatory permitting services necessary to develop and construct both park facilities.

Hand drawn sketches received from the County will be digitalized and become the first layout iteration. Subsequent layout concepts to maximize parking and include all required amenities will be required thereafter. It is our understanding that both regular and LSV parking areas will still be required, and the previously designed restroom facility will likely remain on Parcel 4 (easternmost parcel) as illustrated in the current 60% design. The larger (and westernmost park area) will include the existing pavilion/restroom structure and parking as strategically optimal. The smaller (Parcel 4) park area will include the new restroom facility and again strive to optimize parking while maintaining adequate emergency vehicle ingress/egress to the sandy beach.

Both park areas will offer wooden boardwalks and ADA-compliant ramps for public access to the sandy beach from each of the independent park facilities. Additional wooden boardwalk features will be incorporated to enhance the existing park layout to offer additional beach access from the existing pavilion area and be fully compliant with ADA requirements.



The new asphaltic parking areas will be sized according to available space within each park site area and meet development requirements outlined within the City of Destin LDRs. Low Speed Vehicle (LSV or golf cart) parking spaces will be strategically placed to maximize parking uses by vehicle types given allotted space constraints. BDI will use the original boundary survey and existing utility information to determine the most strategic locations for new park vehicular access and outline these points of connection in the conceptual layout submittal for County approval. BDI will also utilize the previously obtained geotechnical report for all building and stormwater design parameters with respect to in-situ soil conditions.

Florida Design Standards (Florida "Green Book"), the FDOT Design Standards Manual and City of Destin Land Development Regulations (LDRs) will be utilized as the basis of all design, where appropriate. The Northwest Florida Water Management District (WMD) will govern all stormwater-related design criteria.

WORK SCOPE ELEMENTS

Task 1 – Independent Park Layout Concepts

BDI will use the existing boundary and topographical survey to effectively re-plan and re-design the Crystal Beach Park concepts. An initial Conceptual Parks Layout (CPL) will be prepared for County review and will illustrate each park's horizontal layout plan and design concept within the three identified parcels. The CPL will illustrate clarity of how each park will operate as its own independent public venue yet showcase a unified approach as a gateway destination and recreational feature within the City of Destin.

The conceptual plans will be a comprehensive civil and architectural illustration of the proposed parks layout and their related improvements. It will illustrate parking lot limits with required space counts as per Destin LDRs, define landscape buffers, show proposed boardwalk locations, identify the new restroom facility and propose each independent access connection to Scenic Highway 98. Conceptual plans will also address proposed SWMF vaults for each site north of the Coastal Construction Control Line (CCCL).

The CPL will be considered a 10% illustrative effort to serve as the basis for initial County comment and provide a starting point for actual site planning and re-design. Comments provided by the County to the CPL will drive the project forward.

Task 1 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - CPL in PDF format
 - Team meeting with County to discuss layout and design specifics

Task 2 – 30% Construction Plans

30% Construction Plans will be prepared for County review based upon County comments to the Task 1 layout. The plans will be completed to a level of detail necessary for the County to fully understand design intent for the finalized site layout.



The plans will define horizontal control for all proposed park improvements, identify asphalt pavement design for the parking areas and illustrate typical pavement sections, identify proposed roadway access connections points to Scenic Highway 98 and begin to address design elements of the SWMF.

Pre-application meetings will be held with regulatory agencies to review the 30% plan set and discuss expected permitting requirements.

Architectural Plans will be revisited to ensure proper utility connection and coordination with site civil design. Architectural work (including restroom revisions or required upgrades to fit the new parks layout) will be performed in accordance with the Florida Building Code, latest edition.

Task 2 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 30% Construction Plans in PDF format

Task 3 – 60% Construction Plans

The 30% construction plans will advance to a 60% design phase for County review. The 60% construction plans will include an overall site layout for each park area, general notes, demo and erosion control, finalized horizontal control, grading and drainage, drainage details (including vault and swale sections), pavement sections and details, intersection details, boardwalk plans and details, restroom architectural/MEPS plans, proposed utility locations and traffic control plans. Drainage calculations will also be provided for County review.

The 60% plan set will include general or specific conditions addressed as part of 30% pre-application discussions with regulatory agencies.

Task 3 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 60% construction plans in PDF format
 - Distribution of 60% plans to all identified utility owners for comment

Task 4 - 90% Construction Documents

Construction documents will be completed to the 90% stage. Comments from the 60% submittal to the County will be incorporated into the plan set along with any comments from utility owners. Construction details and technical specifications will be finalized for permit submittals.

Task 4 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 90% design plans in PDF format
 - Distribution of 90% plans to utility providers

Task 5 - Permitting

Permitting activities will include site and building plan reviews through the City of Destin, stormwater permitting through the Northwest Florida Water Management District, construction activities seaward of the Coastal Construction Control Line (CCCL) through Florida Division of Water Resource Management and utility permitting through Destin Water Users.

Task 5 Deliverables:

- Completed City of Destin Development Order application and supporting documents
- Completed Environmental Resource Permit (ERP) application and supporting documents
- Completed Destin Water Users application with supporting documents
- Completed Division of Water Resource Management and supporting documents

Task 6 - Final Construction Documents

Construction documents will be completed to the 100% stage. Comments from the County, City of Destin and other regulatory agencies will be incorporated into the plans in accordance with the specified permit requirements. Construction plans and technical specifications will be finalized for bidding activities.

Task 6 Deliverables:

- One (1) bound signed and sealed set of 100% Final Design Plans in 11"x 17" format
- One (1) bound signed and sealed Project Manual in 8.5"x11" format
- One (1) CD, USB drive or email containing the following:
 - Digitally signed and sealed 100% Final Construction Plans in PDF format
 - Digitally signed and sealed Project Manual in PDF format
 - Architectural Rendering of Final Design (optional)

Task 7 - Bidding Services

Bidding services will include front end document preparation assistance for the design, responses to bidder requests for information, attendance at a pre-solicitation meeting, bid opening attendance, bid tabulations and recommendations of award.

Submittal Schedule

Task 1 – Independent Park Layout Concepts (two-iterations)	30 Days from NTP
<i>County Review/Comment to Conceptual Layouts</i>	10 Days from Completion of Task 1
Task 2 - 30% Construction Plans	45 Days from County Approval of Task 1
<i>County Review/Comment to Conceptual Layouts</i>	10 Days from Completion of Task 2
Task 3 - 60% Construction Plans	60 Days from County Approval of Task 2



County Review/Comment to Conceptual Layouts

Task 4 - 90% Construction Plans

Task 5 - Permitting

Task 6 - Final Construction Docs

Task 7 - Bidding Services

10 Days from Completion of Task 3

30 Days from County Approval of Task 3

90 Days from Task 3 (est. approval duration)

30 Days from County Approval of Task 4

15 Days from County Approval of Task 6

Note: A proposal for Construction Engineering and Inspection (CEI) Services is not provided as part of this proposal but can be provided upon request from the County.

The following fee schedule is based on anticipated hours to complete each task and the contract shall not exceed the identified totals without prior written authorization from Okaloosa County.

Anticipated Fee Schedule:

Design Development (including Conceptual Layouts for County Review)	\$ 25,564.00
Construction Docs (30%, 60%, 90% & 100%)	\$ 114,314.00
Architectural / MEPS Services	\$ 22,264.00
<i>*Note: Architectural services shown above represent the remaining fees from the original task order.</i>	
Permitting Services	\$ 30,202.00
Bidding Services	\$ 7,422.00
Total Service Fee	\$ 199,766.00

Note: Refer to detailed hourly breakdown spreadsheet included with this task order submittal.

Excluded Items:

- Permitting Fees
- PD&E Studies
- Phase 1 and 2 Environmental Assessments
- Cultural Resource Assessment Report (CRAS)
- Lighting Studies
- Site Lighting Design
- CEI Services
- Public Meetings (hourly service fees apply as requested by County)

Submitted By:

BASKERVILLE-DONOVAN, INC.

T. Keith Hill, P.E. – President/COO

Date: 8/30/2022

Accepted By:

OKALOOSA COUNTY

Jason T. Autrey, P.E.,
C.P.M.

Digitally signed by Jason T. Autrey,
P.E., C.P.M.
Date: 2022.10.11 08:52:21 -05'00'

Jason Autrey – County Public Works Director

Date: _____

L:\121 Okaloosa County\12105.01 Shore at Crystal Beach Park Expansion\Task Order and Fee Proposal\Task Order Amendment - Aug 2022

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2748-PW

TASK ORDER #: 05

TASK ORDER AMOUNT: \$ 272,500

OFFERED BY CONSULTANT:

Baskerville-Donovan, Inc.

FIRM'S NAME

T. Keith Hill, P.E.

REPRESENTATIVE'S PRINTED NAME

T. Keith Hill

SIGNATURE

President & COO

TITLE

6.21.2021

DATE

CONTRACT#: C19-2748-PW
BASKERVILLE-DONOVAN, INC.
GENERAL ENG SERVICES FOR PW
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

Note: contract extended through
9/2023 via Board action 9/7/21

RECOMMENDED FOR APPROVAL (Department Director)

Jason T. Autrey,
P.E., C.P.M.

Digitally signed by Jason T.
Autrey, P.E., C.P.M.
Date: 2021.06.23 20:31:24 -05'00'

SIGNATURE

Public Works Director

TITLE

06.23.2021

DATE

John Hofstad

Digitally signed by John Hofstad
Date: 2021.06.24 14:38:31
-05'00'

COUNTY ADMINISTRATOR (if applicable)

06.24.2021

DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Jeffrey A Hyde Digitally signed by Jeffrey A Hyde
Date: 2021.06.24 08:42:55 -05'00'

PURCHASING MANAGER

DATE

Faye Douglas Digitally signed by Faye Douglas
Date: 2021.06.24 09:07:31 -05'00'

OMB Director/DATE

06.24.2021

DATE

CHAIRMAN (if applicable)

DATE

JUL 06 2021





PROFESSIONAL SERVICES PROPOSAL

SHORES AT CRYSTAL BEACH PARK EXPANSION
Okaloosa County, Florida

June 21, 2021

SUMMARY AND PURPOSE

Okaloosa County recently entered into a cooperative partnership with the City of Destin, the Tourist Development Council (TDC) and Trust for Public Land to expand and revitalize the existing Shores at Crystal Beach Park south of Scenic Highway 98 at Hutchinson Street. Acquiring Public Beach is the Destin City Council's Top Priority in the City's Adopted 2020 Strategic Plan. The Destin City Council has pledged \$9,000,000 to this initiative and the Okaloosa Board of County Commissioners/TDC has pledged \$13,000,000 to beach acquisition.

The existing park includes a paved parking area, a covered pavilion with restrooms, wooden boardwalk access and a sand rinse area near Scenic Highway 98. The newly renovated and expanded park is to be dubbed "The Gateway to Crystal Beach" and will encompass four total parcels including the existing Shores at Crystal Beach Park and increase current park width from 67 linear feet to 251 linear feet of Gulf front public access.

The County has requested that Baskerville-Donovan, Inc. (BDI) generate a proposal to include Boundary and Topographical Site Survey, Geotechnical Soil Testing, Conceptual Site Planning, Engineering Design and Regulatory Permitting Services necessary to develop and construct the proposed park expansion.

BDI understands the new Gateway Park perimeter will include the existing park property and three additional and adjacent Gulf-front parcels; one immediately to the west of the existing park (named Crystal Port parcel) and the other two immediately to the east of the existing park (named Expansion 1 parcel and Expansion 2 parcel, respectively). While the conceptual layout and engineering design of the new park will consider all four parcels as one unified development, the County has informed BDI that construction will be completed in two separate phases – Phase 1 will include Crystal Port and the Existing Park Renovations and Phase 2 will include Expansion 1 & 2 parcels to the east.

The combined parcel park expansion will offer an additional covered pavilion to complement the existing pavilion structure. It is our understanding that the new pavilion will mirror the existing pavilion and include new restroom facilities and shaded areas for activities. The wooden boardwalk currently adjacent to the existing pavilion will be upgraded to meet ADA requirements, if necessary. Additional wooden boardwalk features will be incorporated into the new pavilion design to offer additional beach access from the new parking area and be fully compliant with ADA requirements.

The new asphaltic parking area will span all four parcels and meet development requirements outlined within the City of Destin LDRs. Low Speed Vehicle (LSV or golf cart) parking spaces will be considered and strategically placed to maximize parking uses by vehicle type within the expanded parking area. BDI will use the boundary survey and existing utility information to determine the most strategic locations for new park vehicular access and outline these points of connection in the conceptual layout submittal for County approval.



Florida Design Standards (Florida "Green Book"), the FDOT Design Standards Manual and City of Destin Land Development Regulations (LDRs) will be utilized as the basis of all design, where appropriate. The Northwest Florida Water Management District (WMD) will govern all stormwater-related design criteria.

WORK SCOPE ELEMENTS

Task 1 – Boundary/Topographic Survey

A boundary survey will be performed by obtaining the outer property lines of all four parcels. The existing park and Crystal Port are currently owned by Okaloosa County and/or the City of Destin and therefore pose no issue with property entry by the survey crew. The Expansion parcels to the east are either currently being acquired by these governing entities or will be in the near future. To effectively identify limits of conceptual design, the survey team will obtain all boundary data for the Phase 1 parcels and only property corners of the eastern expansion parcels for Phase 2. The proposed scope of work will account for any remaining boundary survey tasks required to finalize the Phase 2 parcels post-acquisition and post-site clearing.

A topographic survey of all four parcels will be obtained in a similar manner. Phase 1 topography will be obtained first with Phase 2 topography being surveyed post-acquisition and post-site demolition. The topographic survey will identify the location of existing improvements, drainage features and identified utilities. Surveyors will establish State Plane Control, the Coastal Construction Control Line (CCCL) and vertical control using established vicinity benchmarks. Both surveys will also include areas of Scenic Highway 98 and the Hutchison Street intersection (as needed for roadway connection design).

Tasks 2.1 / 2.2 – Geotechnical Investigation

Geotechnical Investigation services will be necessary to examine soil conditions within boundaries of the proposed parking lot area and new Stormwater Management Facilities (SMFs) to provide recommendations for pavement section and drainage design criteria. Task 2.1 will include all geotechnical site work for Phase 1 and Task 2.2 will include the same for Phase 2 (once the eastern parcels have been acquired and cleared). Scheduling for these two independent tasks is addressed later within this document and the proposed geotechnical fee covers both phased tasks.

Soil investigations will include the drilling of two (2) 35 foot deep Standard Penetration Test (SPT) borings in the proposed pavilion area and two (2) auger borings to the existing groundwater table within the proposed pond boundary to evaluate present the subsurface conditions. Encountered subsurface conditions realized during the SPTs will be used to establish aquifer characteristics for pond analysis. It is assumed that the SPT locations for the Phase 2 pavilion will be readily accessible via truck mounted drill rig once the residential structures currently located on Expansion Parcels 1 & 2 are cleared.

Laboratory soil testing will be required to determine soil classification, evaluate and document general material properties (e.g. moisture sensitivity, compatibility, permeability, etc.). Several natural water content, grainsize tests, and up to two (2) falling head permeability tests will be performed. Additional laboratory testing (if necessary, based on the subsurface conditions encountered) will not be performed without prior County authorization.



Task 3 – Overall Concept Park Layout

An initial Conceptual Park Layout will be prepared for County review and will include both construction phases to illustrate the overall park plan and design concept spanning all four parcels. It is understood that Phase 1 construction will commence ahead of Phase 2 and therefore design will address any/all aspects of this chronological build component. The Conceptual Park Layout will provide clarity of how each phase will operate independently during construction and also showcase a proposed layout for both phases combined into the final park expansion product.

The conceptual plans will be comprehensive civil and architectural illustration of the proposed park layout and its related improvements. It will illustrate parking lot limits with required space counts as per Destin LDRs, define landscape buffers, show proposed boardwalk locations, the new pavilion proximity and access connections to Scenic Highway 98 and stormwater management areas.

The conceptual layout plan will be considered a 10% illustrative effort to serve as the basis for initial County comment and provide a starting point for actual site design and architectural specifics relative to the new pavilion. Comments provided by the County to the concept layout will drive the project forward.

Task 3 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - Overall Park Expansion Conceptual Layout in PDF format
 - Architectural Rendering of Conceptual Layout (optional)
 - Team Meeting with County to Discuss Layout and Design Specifics

Task 4 – 30% Construction Plans

30% Construction Plans will be prepared for County review based upon County comments to the Task 3 layout. The plans will be completed to a level of detail necessary for the County to fully understand design intent for the finalized site layout.

The plans will define horizontal control for all proposed park improvements, identify asphalt pavement design for the parking area and illustrate typical pavement sections, identify proposed roadway access connection points to Scenic Highway 98 and begin to address design elements of the new pavilion structure. Design criteria such as pertinent layout information from Destin LDRs, one architectural rendering (if requested) and expected drainage requirements will also be addressed.

Pre-application meetings will be held with regulatory agencies to review the 30% plan set and discuss expected permitting requirements.

Architectural Plans will be prepared for the 30% submittal including structural, mechanical, electrical and plumbing design disciplines. The work will be performed in accordance with the Florida Building Code, latest edition. The design plans for the existing pavilion will be utilized as the basis for design with incorporation of updated codes and requirements.

Task 4 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 30% Construction Plans in PDF format

Task 5 – 60% Construction Plans

The 30% construction plans will advance to a 60% design phase for County review. The 60% construction plans will include an overall site layout, general notes, demo and erosion control, finalized horizontal control, grading and drainage, drainage details (including pond and swale sections), pavement sections and details, intersection details, boardwalk plans and details, pavilion architectural/MEPS plans, identified utility locations and traffic control plans. Drainage calculations will also be provided for County review.

The 60% plan set will include general or specific conditions addressed as part of 30% pre-application discussions with regulatory agencies.

Task 5 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 60% design plans in PDF format
 - Distribution of 60% plans to all identified Utility Owners for comment

Task 6 - 90% Construction Documents

Construction documents will be completed to the 90% stage. Comments from the 60% submittal to the County will be incorporated into the plan set along with any comments from utility owners. Construction details and technical specifications will be finalized for permit submittals.

Task 6 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 90% design plans in PDF format
 - Distribution of 90% plans to utility providers

Task 7 - Permitting

Permitting activities will include site and building plan reviews through the City of Destin, stormwater permitting through the Northwest Florida Water Management District, construction activities seaward of the Coastal Construction Control Line (CCCL) through Florida Division of Water Resource Management and utility permitting through Destin Water Users.

Task 7 Deliverables:

- Completed City of Destin Development Order application and supporting documents
- Completed Environmental Resource Permit (ERP) application and supporting documents
- Completed Destin Water Users application with supporting documents
- Completed Division of Water Resource Management and supporting documents

Task 8 - Final Construction Documents

Construction documents will be completed to the 100% stage. Comments from the County, City of Destin and other regulatory agencies will be incorporated into the plans in accordance with the specified permit requirements. Construction plans and technical specifications will be finalized for bidding activities.

Task 8 Deliverables:

- One (1) bound signed and sealed set of 100% Final Design Plans in 11"x 17" format
- One (1) bound signed and sealed Project Manual in 8.5"x11" format
- One (1) CD, USB drive or email containing the following:
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 - Digitally signed and sealed Project Manual in PDF format
 - Architectural Rendering of Final Design (optional)

Task 9 - Bidding Services

Bidding services will include front end document preparation assistance for the design, responses to bidder requests for information, attendance at a pre-solicitation meeting, bid opening attendance, bid tabulations and recommendations of award.

Submittal Schedule

Task 1 - Boundary and Topographic Surveys	30 Days from NTP
Task 2.1 - Geotechnical Investigation (Phase 1)	30 Days from NTP
Task 2.2 - Geotechnical Investigation (Phase 2)	30 Days from Clearing of Expansion Parcels 1 & 2
Task 3 - Overall Concept Layout and Rendering	30 Days from Completion of Task 1
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Task 5 - 60% Construction Plans	45 Days from County Approval of Task 4
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Task 7 - Permitting	90 Days from Task 7 (estimated approval duration)
Task 8 - Final Construction Docs	30 Days from Issued Permits
Task 9 - Bidding Services	15 Days from Task 9

Note: A proposal for Construction Engineering and Inspection (CEI) Services is not provided as part of this proposal, but can be provided upon request from the County.

The following fee schedule is based on anticipated hours to complete each task and the contract shall not exceed the identified totals without prior written authorization from Okaloosa County.

Anticipated Fee Schedule:

Boundary and Topographic Survey Services	\$ 13,526.00
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Architectural Renderings (Concept Layout and Final Design – Optional)	\$ 2,640.00
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Permitting Services	\$ 33,758.00
Bidding Services	\$ 7,422.00
Total Service Fee	\$ 272,500.00

Note: Refer to detailed hourly breakdown spreadsheet included with this task order submittal.

Excluded Items:

- Permitting Fees
- PD&E Studies
- Phase 1 and 2 Environmental Assessments
- Cultural Resource Assessment Report (CRAS)
- Lighting Studies
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Submitted By:
BASKERVILLE-DONOVAN, INC.

Accepted By:
OKALOOSA COUNTY

T. Keith Hill, P.E. – President/COO

Jason Autrey – County Public Works Director

Date: _____

Date: _____

L:\121 Okaloosa County\Shores at Crystal Beach Park Expansion

PROFESSIONAL SERVICES PROPOSAL**SHORES AT CRYSTAL BEACH PARK EXPANSION**
Okaloosa County, Florida**June 21, 2021****SUMMARY AND PURPOSE**

Okaloosa County recently entered into a cooperative partnership with the City of Destin, the Tourist Development Council (TDC) and Trust for Public Land to expand and revitalize the existing Shores at Crystal Beach Park south of Scenic Highway 98 at Hutchinson Street. Acquiring Public Beach is the Destin City Council's Top Priority in the City's Adopted 2020 Strategic Plan. The Destin City Council has pledged \$9,000,000 to this initiative and the Okaloosa Board of County Commissioners/TDC has pledged \$13,000,000 to beach acquisition.

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Submitted By:
BASKERVILLE-DONOVAN, INC.

Accepted By:
OKALOOSA COUNTY

T. Keith Hill, P.E. – President/COO

Jason Autrey – County Public Works Director

Date: _____

Date: _____

L:\121 Okaloosa County\Shores at Crystal Beach Park Expansion

CITY OF DESTIN Budget Amendment Form

Fiscal Year

2023

Period

2

Ref 1

BUA

Ref 2

ADJ

Short Description

ORD 22-20-CN

Effective Date

11/7/2022

Budget Year Code

2

Entity Code

1

Amendment Type*

2

Budget Projection Inclusion

One Time

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
223300 2023 Debt	384000 Loan Proceeds	CM001 Beach	ORD 22-20-CN	D	\$ 2,500,000.00	\$ 10,000,000.00	\$ 7,500,000.00
22358188 2023 Debt	581305 Txfr Proceeds to 305 Fund	CM001 Beach	ORD 22-20-CN	D	\$ 2,500,000.00	\$ 10,000,000.00	\$ 7,500,000.00
223300 2023 Debt	381223 Txfrs in for Debt Svc	CM001 Beach	ORD 22-20-CN	D	\$ 250,000.00	\$ 1,000,000.00	\$ 750,000.00
22351305 2023 Debt	571000 Principal Pmts	CM001 Beach	ORD 22-20-CN	D	\$ 250,000.00	\$ 1,000,000.00	\$ 750,000.00
305300 Restricted	337714 BOCC	CM001 Beach	ORD 22-20-CN	D	\$ 3,540,000.00	\$ 13,454,307.00	\$ 9,914,307.00
30557237 BOCC	561000 Land Acquisition	CM001 Beach	ORD 22-20-CN	D	\$ 3,717,000.00	\$ 12,210,000.00	\$ 8,493,000.00
30557237 BOCC	565000 Park Construction	CM001 Beach	ORD 22-20-CN	I	\$ 177,000.00	\$ 1,244,307.00	\$ 1,421,307.00
305300 Restricted CIP	381305 Debt Proceeds from 223 Fund	CM001 Beach	ORD 22-20-CN	D	\$ 2,500,000.00	\$ 10,000,000.00	\$ 7,500,000.00
30557212 TDC 48.5%	561000 Land Acquisition	CM001 Beach	ORD 22-20-CN	D	\$ 2,500,000.00	\$ 11,048,822.00	\$ 8,548,822.00
305300 Restricted CIP	337712 TDC 12.5%	CM001 Beach	ORD 22-20-CN	I	\$ 123,000.00	\$ 2,920,545.00	\$ 3,043,545.00
30557212 TDC 48.5%	565000 Construction	CM001 Beach	ORD 22-20-CN	I	\$ 123,000.00	\$ 871,723.00	\$ 994,723.00
12957231 Oka 1/2 Penny	561000 Land Acquisition	CM001 Beach	ORD 22-20-CN	D	\$ 982,997.00	\$ 982,997.00	\$ -
12957231 Oka 1/2 Penny	565000 Construction	CM001 Beach	ORD 22-20-CN	I	\$ 982,997.00	\$ -	\$ 982,997.00
							\$ -

Decrease to FY23 Budget \$ 6,000,000.00

Created by:

Entered by:

Approved by:

Initials

Date

Note
ORD 22-20-CN adjusts the Advance Funding Agreement
Decreases Land Acquisition for Crystal Beach
and Increases park construction/design for Crystal Beach

revs

exps

increase/(decrease)

\$ (8,667,000.00)

\$ (8,667,000.00)

ORIGINAL (JULY 2022)	County	City	Total
Crystal Beach Land	7,686,396	5,341,394	13,027,790
Crystal Beach Other	1,606,104	1,116,106	2,722,210
	9,292,500	6,457,500	15,750,000
Tarpon Beach Land	7,025,000	7,025,000	14,050,000
Tarpon Beach Other	1,350,000	1,350,000	2,700,000
	8,375,000	8,375,000	16,750,000
	17,667,500	14,832,500	32,500,000

REVISED (NOV 2022)	County	City	Total
Crystal Beach Land	3,969,396	2,758,394	6,727,790
Crystal Beach Other	1,783,104	1,239,106	3,022,210
	5,752,500	3,997,500	9,750,000
Tarpon Beach Land	7,025,000	7,025,000	14,050,000
Tarpon Beach Other	1,350,000	1,350,000	2,700,000
	8,375,000	8,375,000	16,750,000
	14,127,500	12,372,500	26,500,000

12957231 and
305300-337712
and 30557212
305300-337714 AND 305300-
and 30557237 381305-

CHANGE (NOV-JULY)	County	City	Total
Crystal Beach Land	(3,717,000)	(2,583,000)	(6,300,000)
Crystal Beach Other	177,000	123,000	300,000
	(3,540,000)	(2,460,000)	(6,000,000)
Tarpon Beach Land	-	-	-
Tarpon Beach Other	-	-	-
	(3,540,000)	(2,460,000)	(6,000,000)

	Oka 1/2 Penny 12957231	TDC 12.5% (FY22/23) 30557212	TDC AFA 30557212	TOTAL
City portion				
Original	3,917,844	914,656	10,000,000	14,832,500
Revised	3,917,844	954,656	7,500,000	12,372,500
Change	-	40,000	(2,500,000)	(2,460,000)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: 10/04/2022

SUBJECT: Second reading of Ordinance 22-15-CN - Amending appropriations for certain expenditures, expenses, capital improvements, and certain indebtedness for the City of Destin, Florida for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

I. BACKGROUND: Section 3.14 of the Charter of the City of Destin provides that at any time during the fiscal year the city manager may transfer all or part of any unencumbered appropriation balance among programs amongst departments. Council may also make such transfers via motion. The summation of all such transfers by the city council will be included in an ordinance prior to closing of the fiscal year.

Florida Statute Chapter 166.241 (5) provides that within a fiscal year or within 60 days following the end of the fiscal year a municipality may amend a budget for the year.

Our Budget Adoption ordinance also allows for prior year open encumbrances to automatically roll forward to become part of the newly adopted budget. In addition, our budget adoption ordinance and city charter allow for budget amendments to occur throughout the year.

II. DISCUSSION: During Fiscal Year 2022, the largest increase to the adopted budget was from prior year encumbrances rolling forward. These are contracts that were signed in prior years that were not complete as of October 1, 2021, such as the contracts with engineering firms to complete design of the Cross-Town Connector, to complete updating the Stormwater Master Plan, and to compile an engineering opinion of probable cost for Undergrounding of overhead utilities. These encumbrances amounted to \$2,912,191 in

total across all funds.

The second largest increase to the Fiscal Year 2022 budget came from grants as they were awarded. Budget amendments were included as attachments each time a grant was awarded that increased revenue and likewise, increased expenditures.

Most other changes to the FY 2022 budget were the result of transfers between accounts. A transfer is when we reduce budget for one item in order to increase the budget for another item. As a rule, transfers must not increase or decrease the total budget.

One notable transfer made this year was Council's decision to move the \$75,000 budgeted for the project "EVENT" (related to defining the City Center) out of the Capital Projects Fund into Council Contingency in the General Fund.

Approximately \$60,000 of transfers were made early in the fiscal year (October - December) to address stormwater line breaks underneath Mountain Drive and Legion Drive. The funding for roadway renewal and replacement was decreased to increase stormwater renewal and replacement.

The last main source of budget transfers was for accounting reasons. There were some budget transfers completed by the Finance Director with support of the City Manager to better align with the Florida Uniform Accounting system. The main one being to change the coding of workers compensation insurance from "general operations risk management" into the account range for personnel costs as per the Florida accounting manual.

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

III. CONCLUSION: Staff recommend that Ordinance 22-15-CN be approved on the first reading.

IV. RECOMMENDED MOTION: I move to approve Ordinance 22-15-CN on second reading.

Attachments:

1. Ordinance 22-15-CN - Amending FY 2022 Budget
2. Exhibit "A" - FYE 2022 Ordinance Details
3. Public Hearing Notice 1st Reading - Ordinance 22-15-CN

ORDINANCE 22-15-CN

AN ORDINANCE OF THE CITY OF DESTIN AMENDING APPROPRIATIONS FOR CERTAIN EXPENDITURES, EXPENSES, CAPITAL IMPROVEMENTS AND CERTAIN INDEBTEDNESS FOR THE CITY OF DESTIN, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.14 of the Charter of the City of Destin provides that at any time during the fiscal year the city manager may transfer all or part of any unencumbered appropriation balance among programs within a department, office or agency and , the council may by a duly passed motion transfer part or all of any unencumbered appropriation balance from one department, office or agency to another, and the summation of all such transfers by the city council will be included in an ordinance prior to closing of the fiscal year; and

WHEREAS, Florida Statute Chapter 166.241 (5) provides that within a fiscal year or within 60 days following the end of the fiscal year a municipality may amend a budget for the year;

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

SECTION 1. AMENDMENTS TO THE CITY OF DESTIN, FLORIDA BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022.

(a) The attached Exhibit “A,” inter-departmental transfers and additional revenues and expenditures of the General Fund, Special Revenue Funds, and Capital Project Funds are hereby added to the budget of the City of Destin adopted September 20, 2021.

(b) An appropriation of general fund balance of \$376,587 is being brought forward from prior years.

(c) An appropriation of special revenue fund balance of \$171,098 is being brought forward from prior years.

(d) An appropriation of capital project fund balance of \$2,364,506 is being brought forward from prior years.

(e) All budgets (appropriations) are based upon the totals even though the budget has been prepared based on line items.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect immediately upon approval by Council and the signature of the Mayor.

ADOPTED THIS __ DAY OF NOVEMBER, 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

BUDGET AMENDMENT
10/17/2022
General Fund: Revenue

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ ADJSMTS	REVISED BUDGET	Comment
01300	312420		LOCAL OPTION GAS TAX#2	231,400	(231,400)	-	move to record directly in 315 Restricted Capital Projects fund
01300	312630		OKAL 1/2 PENNY SALES TAX	1,390,761	(1,390,761)	-	move to record directly in 129 Okaloosa Half Penny Special Revenue fund
01300	331302	CRH63	RESTORE PARK CIP GRANT	556,530	(556,530)	-	move to record directly in 305 Grants Capital Projects Fund
01300	331303	RC216	CLEMENT TAYLOR PARK RESTORE	729,918	(729,918)	-	move to record directly in 305 Grants Capital Projects Fund
01300	331390	ARP	ARP - AMERICAN RECOVERY PLAN	790,000	(790,000)	-	move to record directly in 305 Grants Capital Projects Fund
01300	331700	LB001	FED GRANT / IMLS CARES LIBRARY	57,904	(57,904)	-	move to record directly in 305 Grants Capital Projects Fund
01300	334491	EN615	STATE GRANT - TRANSPORTATI	2,700,000	(2,700,000)	-	move to record directly in 305 Grants Capital Projects Fund
01300	337714	CM001	TDC BOCC	3,885,150	(3,885,150)	-	move to record directly in 305 Grants Capital Projects Fund
.....							
			*Total 01300 REVENUE	26,530,148	(10,341,663)	16,188,485	

*Totals represent the entire FY'22 Budget, all line item budgets are not reflected in the chart above

BUDGET AMENDMENT
10/17/2022
General Fund: Expenditures

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ ADJSMTS	REVISED BUDGET	Comment
0151110	531000		PROFESSIONAL SERVICES	40,000	(12,625)	27,375	txfr to legal for Bert Harris case
0151110	599000		CONTINGENCIES	35,000	75,000	110,000	event center moved from 305 capital projects fund to council contingency
0151212	524000		WORKER'S COMPENSATION	-	7,258	7,258	separate workers comp from other insurance for personnel cost reporting
0151212	531000		PROFESSIONAL SERVICES	30,000	7,375	37,375	PY encumbrance carry forward
0151212	534000	COV19	CONTRACT SERVICES	-	1,995	1,995	PY encumbrance carry forward
0151215	524000		WORKER'S COMPENSATION	-	2,833	2,833	separate workers comp from other insurance for personnel cost reporting
0151215	542000		FREIGHT & POSTAGE SERVICES	8,500	(1,400)	7,100	reclass postage machine rent from postage to rent to aid GASB 57
0151215	544000		RENTS AND LEASES	-	1,400	1,400	reclass postage machine rent from postage to rent to aid GASB 57
0151320	524000		WORKER'S COMPENSATION	-	2,949	2,949	separate workers comp from other insurance for personnel cost reporting
0151320	531000		PROFESSIONAL SERVICES	15,235	1,650	16,885	PY encumbrance carryforward
0151320	532000		AUDIT SERVICES	30,000	25,500	55,500	PY encumbrance carryforward
0151321	524000		WORKER'S COMPENSATION	-	1,550	1,550	separate workers comp from other insurance for personnel cost reporting
0151321	531000		PROFESSIONAL SERVICES	25,000	22,500	47,500	PY encumbrance carryforward
0151321	545000		RISK MANAGEMENT INSURANCE	51,490	(19,999)	31,491	separate workers comp from other insurance for personnel cost reporting
0151324	524000		WORKER'S COMPENSATION	-	1,876	1,876	separate workers comp from other insurance for personnel cost reporting
0151324	531000		PROFESSIONAL SERVICES	-	4,796	4,796	txfr for facilities assessment
0151324	534000		CONTRACT SERVICES	92,000	(90,296)	1,704	txfr to repairs and maintenance for maintenance contracts
0151324	546000		REPAIRS AND MAINTENANCE	22,700	38,125	60,825	txfr in from contracts for maintenance contracts
0151324	552000		OPERATING SUPPLIES	17,500	41,000	58,500	txfr in from contracts for operating supplies (fuel, chemicals, etc)
0151430	531005		MISCELLANEOUS REPRESENTATION	70,000	20,000	90,000	txfr in for Bert Harris case litigation
0151531	524000		WORKER'S COMPENSATION	-	6,558	6,558	separate workers comp from other insurance for personnel cost reporting
0151531	531000		PROFESSIONAL SERVICES	200,000	293,751	493,751	PY encumbrances carried forward
0151932	524000		WORKER'S COMPENSATION	-	4,109	4,109	separate workers comp from other insurance for personnel cost reporting
0152140	524000		WORKER'S COMPENSATION	-	211	211	separate workers comp from other insurance for personnel cost reporting
0152140	531000		PROFESSIONAL SVCS	-	1,872	1,872	txfr in for public safety facilities assessment

BUDGET AMENDMENT
10/17/2022
General Fund: Expenditures

0152140	534521		LIFEGUARD CONTRACTED SERVICES	103,000	(1,872)	101,128	txfr out for public safety facilities assessment
0152442	524000		WORKER'S COMPENSATION	-	5,702	5,702	separate workers comp from other insurance for personnel cost reporting
0152442	531000		PROFESSIONAL SERVICES	-	1,167	1,167	txfr in for facilities assessment
0152442	534000		CONTRACT SERVICES	3,000	4,583	7,583	txfr in for contract svcs
0152442	545000		RISK MANAGEMENT INSURANCE	22,419	(7,611)	14,808	separate workers comp from other insurance for personnel cost reporting
0153800	512000		REGULAR SALARIES	109,040	(19,078)	89,962	txfr to other stormwater mgmt accounts; staff overbudgeted and operating exps underbudgeted
0153800	523000		LIFE/HEALTH INSURANCE	13,180	480	13,660	underbudgeted life/health insurance
0153800	524000		WORKER'S COMPENSATION	-	1,623	1,623	separate workers comp from other insurance for personnel cost reporting
0153800	531000		PROFESSIONAL SERVICES	2,500	5,228	7,728	PY encumbrance carryforward
0153800	540000		TRAVEL/PER DIEM	-	1,756	1,756	underbudgeted for stormwater mgr travel
0153800	544000		RENTS AND LEASES	2,500	(428)	2,072	txfr out for phys envir facilities assessment
0153800	545000		RISK MANAGEMENT INSURANCE	4,547	(1,371)	3,176	separate workers comp from other insurance for personnel cost reporting
0153800	546000		REPAIRS AND MAINTENANCE	3,000	9,732	12,732	underbudgeted for water testing (maintenance)
0153800	547000		PRINTING AND BINDING	-	122	122	
0153800	552025		OPS SOFTWARE & WORKSTATIONS	4,069	3,589	7,658	underbudgeted for autocad license for stormwater mgr
0153800	554000		BKS, SUBS, MEMBERSHIPS	-	245	245	
0153800	555000		TRAINING	-	754	754	
0154160	524000		WORKER'S COMPENSATION	-	8,748	8,748	separate workers comp from other insurance for personnel cost reporting
0154160	531000		PROFESSIONAL SERVICES	-	1,910	1,910	txfr in for PW facilities assessment
0154160	545000		RISK MANAGEMENT INSURANCE	40,861	(8,777)	32,084	separate workers comp from other insurance for personnel cost reporting
0154160	546000		REPAIRS AND MAINTENANCE	50,000	(7,675)	42,325	txfr to median maint
0154160	553000		ROAD MATERIALS/SUPPLIES	50,000	(1,910)	48,090	txfr to PW facilities assessment
0154161	512000		REGULAR SALARIES	169,287	(2,500)	166,787	txfr to ops software for autocad for engineer
0154161	524000		WORKER'S COMPENSATION	-	2,520	2,520	separate workers comp from other insurance for personnel cost reporting
0154161	552025		OPS SOFTWARE & WORKSTATIONS	-	2,500	2,500	
0154183	546000		REPAIRS AND MAINTENANCE	115,000	4,800	119,800	txfr in from PW maint for median maint (contract increase)
0156272	531000		PROFESSIONAL SERVICES	-	255	255	
0156272	534000		CONTRACT SERVICES	100,000	(255)	99,745	
0157180	524000		WORKER'S COMPENSATION	-	5,792	5,792	separate workers comp from other insurance for personnel cost reporting

BUDGET AMENDMENT
10/17/2022
General Fund: Expenditures

0157180	531000		PROFESSIONAL SVCS	-	5,581	5,581	increased for library facility assessment
0157180	545000		RISK MANAGEMENT INSURANCE	44,614	(6,857)	37,757	separate workers comp from other insurance for personnel cost reporting
0157180	546000		REPAIRS AND MAINTENANCE	17,910	(2,081)	15,829	decreased for library facility assessment
0157233	524000		WORKER'S COMPENSATION	-	655	655	separate workers comp from other insurance for personnel cost reporting
0157233	545000		RISK MANAGEMENT INSURANCE	13,217	(686)	12,531	separate workers comp from other insurance for personnel cost reporting
0157283	524000		WORKER'S COMPENSATION	-	8,984	8,984	separate workers comp from other insurance for personnel cost reporting
0157283	531000		PROFESSIONAL SERVICES	-	10,369	10,369	txfr in for parks facilities assessment
0157283	534000		CONTRACT	36,000	(34,000)	2,000	txfr to prof svc for facility assessment and to utilities
0157283	543000		UTILITIES/RECREATION LIGHTING	150	4,000	4,150	underbudgeted utilities
0157283	543100		UTILITIES/LITTLE LEAGUE	1,030	2,000	3,030	underbudgeted utilities
0157283	545000		RISK MANAGEMENT INSURANCE	71,849	(27,314)	44,535	separate workers comp from other insurance for personnel cost reporting
0157283	546000		REPAIRS AND MAINTENANCE	6,000	20,000	26,000	underbudgeted for maintenance contracts
0157283	547000		PRINTING AND BINDING	7,000	(2,369)	4,631	txfr to prof svcs for facilities assessment
0157283	552000		OPERATING SUPPLIES	35,000	3,041	38,041	PY encumbrance carried forward
0157284	524000		WORKER'S COMPENSATION	-	3,429	3,429	separate workers comp from other insurance for personnel cost reporting
0157284	531000		PROFESSIONAL SVCS	-	5,381	5,381	txfr in for morgans facilities assessment
0157284	534002		CONTRACT SERV/SPORTS OFFICIALS	20,018	(2,418)	17,600	txfr to insurance
0157284	543000		UTILITIES	30,000	(11,000)	19,000	txfr to cover maintenance contracts
0157284	545000		RISK MANAGEMENT INSURANCE	18,650	2,418	21,068	underbudgeted for sport league liability insurance
0157284	546000		REPAIRS AND MAINTENANCE	4,000	12,801	16,801	underbudgeted maintenance contracts
0157284	552000		OPERATING SUPPLIES	41,160	1,521	42,681	PY encumbrance carried forward
0157291	524000		WORKER'S COMPENSATION	-	3,711	3,711	separate workers comp from other insurance for personnel cost reporting
0157291	545000		RISK MANAGEMENT INSURANCE	40,810	(3,543)	37,267	separate workers comp from other insurance for personnel cost reporting
0157291	552000		OPERATING SUPPLIES	26,000	1,521	27,521	PY encumbrance carried forward
0157587	524000		WORKER'S COMPENSATION	-	6,835	6,835	separate workers comp from other insurance for personnel cost reporting
0157587	531000		PROFESSIONAL SVCS	-	5,840	5,840	txfr in for com center facility assessment

BUDGET AMENDMENT
10/17/2022
General Fund: Expenditures

0157587	534000		CONTRACT SERVICES	19,000	2,148	21,148	PY encumbrance carried forward
							beginning of year adjustment to
0158188	581305		TXFR OUT TO 305	1,205,700	477,111	1,682,811	balance 305 grant fund (305 nets
							to zero as funds are reimbursed
0158188	581305	ARP	TXFR OUT TO 305	790,000	(790,000)	-	to GF)
							move to record directly in 305
0158188	581305	CM001	TXFR OUT TO 305	3,885,150	(3,885,150)	-	Grants Capital Projects Fund
							move to record directly in 305
0158188	581305	EN615	TXFR OUT TO 305	2,700,000	(2,700,000)	-	Grants Capital Projects Fund
							move to record directly in 305
0158188	581305	LB001	TXFR OUT TO 305	57,904	(57,904)	-	Grants Capital Projects Fund
							move to record directly in 129
0158188	581321		TXFR OKA 1/2 PENNY	1,390,760	(1,390,760)	-	Special Revenue (Okaloosa Half
							Penny) fund
0158188	581323	CRH63	TXFR RESTORE PARK GRANT	556,530	(556,530)	-	move to record directly in 305
							Grants Capital Projects Fund
0158188	581327	RC216	TXFR RESTORE CT PARK GRANT	729,918	(729,918)	-	move to record directly in 305
							Grants Capital Projects Fund
0158188	581509		TXFR GAX TAX#2	231,400	(231,400)	-	move to record directly in 315
							Restricted Capital Projects Fund
			*Total 01 GENERAL FUND	27,606,158	(9,406,568)	18,199,590	

*Totals represent the entire FY'22 Budget, all line item budgets are not reflected in the chart above

BUDGET AMENDMENT
10/17/2022
Special Revenue Funds

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ ADJSMTS	REVISED BUDGET	Comment
10255231	532000		AUDIT SERVICES	8,000	2,000	10,000	PY encumbrance carried forward
11055235	532000		AUDIT SERVICES	6,000	2,000	8,000	
11055235	543000		UTILITIES	6,441	(1,800)	4,641	
11055235	544000		RENTS AND LEASES	73,000	(10,000)	63,000	txfr to (median) maintenance
11055235	546000		REPAIRS AND MAINTENANCE	27,000	10,000	37,000	txfr for (median) maintenance
11152441	524000		WORKER'S COMPENSATION	-	8,313	8,313	separate workers comp from other insurance for personnel cost reporting
11152441	545000		RISK MANAGEMENT INSURANCE	19,102	(7,497)	11,605	separate workers comp from other insurance for personnel cost reporting
12254500	543000		UTILITIES	-	1,800	1,800	underbudgeted parking lot utilities
129300	338029		OKAL 1/2 PENNY SALES TAX	-	(1,390,761)	(1,390,761)	direct record instead of txfr in from GF
129300	381321		TXFR OKA 1/2 PENNY	(1,390,760)	1,390,760	-	direct record instead of txfr in from GF
12953931	565000	UNDER	UNDERGROUNDING CAPITAL PRO	250,000	358,629	608,629	PY encumbrance carried forward
12957231	561000	CM001	BEACH ACQUISITION (LAND)	2,699,850	16,277	2,716,127	PY encumbrance carried forward
*****	*****	*****	*****	*****	*****	*****	
			TOTAL SPECIAL REVENUE FUNDS	15,106	379,720	394,826	

*Totals represent the entire FY'22 Budget, all line item budgets are not reflected in the chart above

BUDGET AMENDMENT
10/17/2022
CAPITAL PROJECT Funds

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ ADJSMTS	REVISED BUDGET	Comment
30058585	564000	RRVEH	VEHICLES	463,427	59,617	523,044	PY encumbrance carried forward
30058585	565000	RR051	GEN GOV RR PROJECTS	195,000	9,752	204,752	PY encumbrance carried forward
30058585	565000	RR053	PHYS ENVIR RR CAPITAL PROJECTS	26,307	269,561	295,868	\$209,288 PY encumbrance carried forward; \$42,741 Stormwater break at Legion Dr; \$17,532 Stormwater break at Mountain Dr
30058585	565000	RR054	TRANSPORTATION RR CAPITL PROJS	482,000	(60,273)	421,727	Txfrs to RR053 for Stormwater breaks at Legion and Mountain Dr
30058585	565000	RR057	PARK AND LIBRY RR CAPITL PROJS	602,751	18,391	621,142	PY encumbrance carried forward
305300	331302	CRH63	RESTORE PARK CIP GRANT	-	(698,147)	(698,147)	direct record instead of txfr in from GF
305300	331303	RC216	RESTORE PARK CIP GRANT CTP	-	(729,918)	(729,918)	direct record instead of txfr in from GF
305300	331390	ARP	ARP - AMERICAN RECOVERY PLAN	-	(790,000)	(790,000)	direct record instead of txfr in from GF
305300	331700	LB001	FED GRANT / IMLS CARES LIBRARY	-	(24,906)	(24,906)	direct record instead of txfr in from GF
305300	334380	SW55	STATE GRANT - FDEM STORMWATER	-	(96,619)	(96,619)	New Grant awarded November 2021
305300	334491	EN615	STATE GRANT - TRANSPORTATI	-	(2,699,664)	(2,699,664)	direct record instead of txfr in from GF
305300	337712		TDC 12.5%	-	(1,104,920)	(1,104,920)	New Grant awarded August 2022
305300	337714	CM001	TDC BOCC	-	(2,256,156)	(2,256,156)	direct record instead of txfr in from GF
305300	366540	NORG1	PRIVATE DONATION ROAD	-	(30,000)	(30,000)	New contribution agreement awarded December 2021
305300	381305		TXFR TO 305	(1,205,700)	(477,111)	(1,682,811)	direct record instead of txfr in from GF
305300	381305	ARP	TXFR TO 305	(790,000)	790,000	-	direct record instead of txfr in from GF
305300	381305	CM001	TXFR TO 305	(3,885,150)	3,885,150	-	direct record instead of txfr in from GF
305300	381305	EN615	TXFR TO 305	(2,700,000)	2,700,000	-	direct record instead of txfr in from GF
305300	381305	LB001	TXFR TO 305	(57,904)	57,904	-	direct record instead of txfr in from GF
305300	381323	CRH63	TXFR RESTORE PARK	(556,530)	556,530	-	direct record instead of txfr in from GF
305300	381327	RC216	TXFR RESTORE CT PARK	(729,918)	729,918	-	direct record instead of txfr in from GF
30553833	564000	SW55	MACHINERY AND EQUIPMENT	-	96,619	96,619	New Grant awarded November 2021

30554036	565000	NORG1	NORRIEGO PT ROAD	-	30,000	30,000	New contribution agreement awarded December 2021
30554133	565000	EN615	CROSS TOWN CONNECTOR	2,700,000	(336)	2,699,664	Reduce for prior year expenditures recorded against grant
30557133	564090	LB001	COMPUTER EQ/SOFT TECHNOLOGY	57,904	(30,200)	27,704	Reduce for prior year expenditures recorded against grant
30557212	561000	CM001	BEACH	-	484,920	484,920	New Grant awarded August 2022
30557212	565000	CRH63	TDC FOR CAPT ROYAL MELV PARK	-	120,000	120,000	New Grant awarded August 2022
30557212	565000	RC101	BOARDWALKS	-	500,000	500,000	New Grant awarded August 2022
30557233	565000	CRH63	CAPTAIN ROYAL MELVIN PARK	556,530	51,762	608,292	PY encumbrance carried forward
30557237	561000	CM001	BEACH ACQUISITION (LAND)	3,885,150	(1,628,994)	2,256,156	Reduce for prior year expenditures recorded against grant
30558500	531001	CRH65	PROFESSIONAL SVCS	-	250,000	250,000	PY encumbrance carried forward
30558500	564000	XMAS	XMAS DECORATIONS	-	68,160	68,160	PY encumbrance carried forward
30558500	565000	CRH63	CAPT ROYAL MELVIN PARK	75,000	30,289	105,289	PY encumbrance carried forward
30558500	565000	EVENT	CITY CENTER	75,000	(75,000)	-	Council moved to Council Contingency in General Fund
30558500	565000	IT003	GEN TECHNOLOGY REPLACEMTS	50,000	(11,221)	38,779	
30558500	565000	SALLY	SALLY CAPITAL PROJECTS	-	57,116	57,116	PY encumbrance carried forward
30558500	565000	TR618	ZERBE-CALHOUN PEDESTRIAN PATH	-	155,932	155,932	PY encumbrance carried forward
315300	312420		LOCAL OPTION GAS TAX #2	-	(231,400)	(231,400)	direct record instead of txfr in from GF
315300	381509		TXFR GAX TAX#2	(231,400)	231,400	-	direct record instead of txfr in from GF
31553732	531000	NPDES	PROFESSIONAL SVCS	-	32,500	32,500	Txfr to appropriate FL Uniform Accounting category (to 531000 from 565000)
31553732	565000	CRH63	CAPTAIN ROYAL MELVIN PARK	-	18,025	18,025	PY encumbrance carried forward
31553732	565000	NPDES	NPDES ANNUAL CERTIFICATION	32,500	(32,500)	-	Txfr to appropriate FL Uniform Accounting category (to 531000 from 565000)
31554031	565000	SW53	CONSTRUCTION IN PROGRESS	-	6,148	6,148	PY encumbrance carried forward

							PY encumbrance carried forward plus \$11,630 transfer in from CRH63 budget to update CrossTown Connector design
31554132	565000	EN615	CROSS-TOWN CONNECTOR	-	330,268	330,268	
31554132	565000	NORG1	NORRIEGO POINT ROAD	350,000	(11,630)	338,370	Txfr to Cross
31557232	565000	CRH63	CAPTAIN ROYAL MELVIN PARK	75,000	72,209	147,209	PY encumbrance carried forward
.....							
			TOTAL CAPITAL PROJECT FUNDS	1,793,860	623,177	2,417,037	

*Totals represent the entire FY'22 Budget, all line item budgets are not reflected in the chart above

NOTICE

NOTICE IS HEREBY GIVEN that the City of Destin City Council will hold a public hearing on Monday, October 17, 2022, at 6:00 p.m., at the Destin City Hall Annex Council Chambers, 4100 Indian Bayou Trail, Destin, Florida, to consider the following ordinance which title read:

ORDINANCE 22-15-CN

AN ORDINANCE OF THE CITY OF DESTIN AMENDING APPROPRIATIONS FOR CERTAIN EXPENDITURES, EXPENSES, CAPITAL IMPROVEMENTS AND CERTAIN INDEBTEDNESS FOR THE CITY OF DESTIN, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

Copies of the above-mentioned subject may be reviewed at the Destin City Hall Annex, Planning Division. The public is encouraged to provide written and/or verbal comments on the above referenced matters.

All persons are advised that, if any person decides to appeal any decision made at any of these meetings, he/she will need a record of the proceedings and, for such purpose, they need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (*Florida Statutes* 286.0105).

Persons with disabilities who require assistance to participate in this meeting are requested to notify the City Clerk's office at (850) 837-4242 at least 48 hours in advance.

Personas con discapacidades que necesitan asistencia o personas que necesiten ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

Rey Bailey
City Clerk

10/7/22 and 10/12/22

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022**TYPE OF AGENDA ITEM:** Public Hearing**AGENDA OUTLINE NUMBER:** 5.D.**TO:** City Council**THRU:** Lance Johnson, City Manager**FROM:** Kimberly Kopp, Land Use Attorney
Louis Zunguze, Community Development Director**DATE:** October 7, 2022**SUBJECT:** Second reading of Ordinance 22-16-CN - Providing for a six-month extension of the temporary moratorium on livery vessel permits; directing staff to develop recommendations for regulation of livery vessels; providing for expiration of moratorium on June 30, 2023.**I. BACKGROUND:**

On February 21, 2017, the City Council passed an ordinance establishing a process for the permitting of livery vessels, as subsequently amended on March 20, 2017. At that time, the City Council heard concerns that (1) overcrowding in the Destin Harbor is disproportionately affected by the proliferation of livery vessels, which contribute to a high number of inexperienced and ineffective livery vessel operators, thereby increasing the danger to the public health, safety and welfare; and (2) the proliferation of livery vessel rentals contributes to the deterioration of water quality in and around Destin.

On April 15, 2019, the City Council passed Ordinance 19-08-CN and commenced a temporary moratorium on livery vessel permitting in order to study the impacts of livery vessel businesses on the City waterways, particularly, the Destin Harbor. Ordinance 19-08-CN was set to expire on November 1, 2019, but was subsequently extended by the City Council for the purpose of enabling studies of the Harbor waters.

On September 16, 2019, the City Council passed Resolution 19-21, authorizing an agreement with the Army Corps of Engineers for assistance with funding and contracting service for a Harbor Capacity Study. Additionally, the City Council directed a 12-month extension of the existing moratorium on livery vessel permitting, providing for a new extension date of November 1, 2020. The Army Corps experienced unanticipated delays in performing the work for the City due to the COVID-19 pandemic. On November 16, 2020, the City Council passed Ordinance 20-33-CN, extending the temporary moratorium on livery vessel permits until November 1, 2021. Then on November 15, 2021, the City

Council passed Ordinance 21-23-CN which extended the Livery Moratorium another six-months, into calendar year 2022 to allow the Army Corp additional time to complete the study. On May 11, 2022, the Livery Moratorium was extended through December 31, 2022.

On October 3, 2022, the City Manager, Staff and the Land Use Attorney presented the Army Corps preliminary raw data to the City Council, and advised Council that full results are expected from the Army Corps in January. Therefore, the City Council directed staff to return on October 17th with first reading of an additional 6 month extension through June 30, 2023. This will enable the City Council to receive and analyze the full study results in January, and provides a time frame for the City Council to consider and/or adopt additional, modified, or continued regulations based on such results.

II. DISCUSSION:

As previously discussed, the Harbor Carrying Capacity Study focuses on the following three goals:

- Protecting the environmental health of the harbor and surrounding waterways.
- Promoting safety and enjoyment on our local waters.
- Promoting the economic viability of businesses operating on or along the Harbor.

Since July of 2021, the City of Destin and the ACOE have been conducting a number of activities to support the Destin Harbor Carrying Capacity Study. These activities include:

- Counting of parking spaces around the harbor area, including both public and private parking.
- Counting of vessels in the harbor and on the water.
- Inventory of both parking spaces, trailer spaces, and vessel slips.
- Photography of the harbor area including slips and vessels.
- In-person surveys around the harbor area and boat launches.
- Mailed surveys to a sample of residents including, slip owners.

While the Study remains ongoing at this time, it is nearing conclusion and the ACOE has provided the attached preliminary data to City staff for informational purposes. It is anticipated that the completed study and final report will be provided to the City Council in January, 2023.

PRELIMINARY DATA SUMMARY:

It was determined that a sample of peak and non-peak dates throughout the summer would be representative of the existing usage trends in the harbor and facilities. The length of data collection varied from four-day weekends to regular weekends and coverage of weekdays. Below is a schedule of dates for rounds of data collection:

- a. Memorial Weekend, May 26-30
- b. July 4th Weekend, June 27- July 5
- c. July 14-22
- d. August 1-8
- e. August 18-22
- f. Labor Day Weekend, September 1-6

The total number of days observed for vessel traffic collection is as follows: 12 holidays, 9 non-holiday regular weekends and 10 weekdays. As previously stated, data analysis substantiates the vessel traffic trends at Destin harbor.

Vessel traffic at Destin harbor was observed for a total of nine regular weekend days. Livery pontoons were the most recorded with over 5,000 trips to access the harbor followed closely by personal vessels and jet skis as presented in Figure 2 of the attached preliminary report. It was generally expected that regular weekends would not be as busy as those of holiday weekends. By comparison, on average, there were only 100 fewer vessels accessing the harbor on regular weekends than on holidays.

Vessel traffic on regular weekdays was also observed for the capacity analysis. On regular weekdays, harbor access by livery pontoons were the most recorded with about 4,500 trips followed by jet-skis and tour charters. Personal vessels were recorded to enter or exit the harbor about 2,500 times. Figure 3 in the attached report summarizes the total number of vessel traffic by category on regular weekdays.

At this time, staff is recommending a six-month extension of the moratorium because it anticipates that it will receive final results of the ongoing Harbor Capacity Study from the Army Corps of Engineers in January 2023. The six month extension through June 30, 2023 will provide the City Council with a time frame to consider the final results and any appropriate next steps.

Ordinance 22-16-CN is now before the City Council on second reading, and would extend the existing Temporary Moratorium to June 30, 2023.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: City Council directive on October 3, 2022.

III. CONCLUSION: Staff recommends approval of Ordinance 22-16-CN on second reading.

IV. RECOMMENDED MOTION: I move to approve Ordinance 22-16-CN on second reading.

Attachments:

1. Livery Moratorium Ext First Reading
22-16-CN June 30 2023
2. Destin Harbor PAS Progress Report
09-26-22
3. Copy of Copy of Destin PAS- Draft
Schedule

ORDINANCE 22-16-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO LIVERY VESSELS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR A SIX MONTH EXTENSION OF THE TEMPORARY MORATORIUM ON LIVERY VESSEL PERMITS; DIRECTING STAFF TO DEVELOP RECOMMENDATIONS FOR REGULATION OF LIVERY VESSELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXPIRATION OF MORATORIUM ON JUNE 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin City Council approved ordinance number 17-02-CC on Second Reading at its regular meeting on February 21, 2017, creating Code of Ordinances Article VIII, Permitting of Livery Vessels; and

WHEREAS, the City of Destin City Council adopted ordinance number 17-07-CC on Second Reading at its regular meeting on March 20, 2017, which amended Code of Ordinances Article VIII, Permitting of Livery Vessels; and

WHEREAS, the waterways adjacent to the landward municipal limits of the City of Destin, particularly Destin Harbor, are severely overcrowded resulting in a dangerous congestion of Vessels; and

WHEREAS, Livery Vessel rental businesses significantly contribute to the above-described congestion by renting livery vessels to an abnormally high number of inexperienced and ineffective Livery Vessel operators, which severely increases the danger to the public's health, safety, and welfare; and

WHEREAS, Livery Vessel rental businesses significantly contribute to the deterioration of water quality in the waterways of the City of Destin and the waterways immediately adjacent to the City of Destin; and

WHEREAS, the City of Destin City Council has determined that the above-recited facts have resulted in significant danger to the health, safety, and welfare of the public; and

WHEREAS, the City Council has directed City staff to procure a qualified expert capable of performing a study and producing a report quantifying the uses, congestion, overcrowding, and resulting water quality of Destin Harbor and other waterways adjacent to the City of Destin; and

WHEREAS, on September 16, 2019, the City Council passed Resolution 19-21, authorizing an agreement with the Army Corps of Engineers for assistance with funding and contracting service for a Harbor Carrying Capacity Study and directing a 12 month

extension of Ordinance 19-08-CN (the existing temporary moratorium on livery vessel permits); and

WHEREAS, on November 16, 2020, the City Council passed Ordinance 20-33-CN, which extended the existing temporary moratorium on livery vessel permits until November 1, 2021; and

WHEREAS, on November 15, 2021, the City Council passed Ordinance 21-23-CN, which extended the existing temporary moratorium on livery vessel permits until May 16, 2022; and

WHEREAS, on May 11, 2022, the City Council passed Ordinance 22-08-CN, which extended the existing temporary moratorium on livery vessel permits until December 31, 2022; and

WHEREAS, on October 3, 2022, Staff presented the City Council with preliminary data from the Army Corp pursuant to the ongoing Harbor Carrying Capacity Study, including but not limited to data indicating that livery pontoons were recorded with over 5,000 trips on regular weekend days, and about 4,500 trips on regular weekdays during the time period further detailed in the preliminary report.

WHEREAS, the City Council anticipates that it will receive further information and the final results of the Harbor Carrying Capacity Study within 6 months; and

WHEREAS, the City Council therefore desires to extend the existing moratorium by an additional six months, through June 30, 2023; and

WHEREAS, the City of Destin currently lacks adequate regulations to reduce, mitigate, or eliminate the adverse effects of a proliferation of Livery Vessels in the Destin Harbor and other waterways adjacent to the City of Destin.

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

*NOTE: Language in Sections 2 through 16 of this ordinance that is ~~struckthrough~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struckthrough~~ or underlined is not to be changed, and * * * represents sections of the Code of Ordinances that have been skipped and remain unchanged.*

SECTION 1. FINDINGS. The above stated findings are hereby adopted.

SECTION 2. PURPOSE. Despite the City of Destin's reasonable efforts to control the number of Livery Vessels in the waterways adjacent to the municipal limits of the City of Destin through a permitting structure described in ordinance number 17-07-

CC, an inordinately high number of Livery Vessels originating from the City of Destin remain in these adjacent waterways and pose a heightened risk to the public's health, safety, and welfare when compared to vessels that are not Livery Vessels. Without further regulation preventing the increased proliferation of Livery Vessels, the risk to the public's health, safety, and welfare will continue to increase. The moratorium described herein is meant to ensure that the risk to the public's health, safety, and welfare is not further exacerbated by the increased proliferation of Livery Vessels.

SECTION 3. DEFINITIONS. For the purpose of this ordinance, "substantial hardship" means a demonstrable, direct, financial detriment in excess of \$10,000.00 suffered by a Vendor as a result of capital investments purchased in reliance on the terms of ordinance number 17-07-CC. All other terms used herein shall have the same meanings as described in 13-141, City of Destin Code of Ordinances.

SECTION 4. TEMPORARY MORATORIUM.

- (a) There is hereby enacted a Temporary Moratorium on the permitting and operation of all Livery Vessels originating from within the municipal limits of the City of Destin and adjacent waterways. A Vendor shall not be issued a Permit unless the Vendor provides proof that the number of Livery Vessels for which the Vendor seeks permit(s) is equal to or less than the number of permits that the City of Destin issued to the Vendor in the previous year ending December 31, 2018 except as provided herein.
- (b) The City of Destin shall not issue any Permit or any other document which would have the effect of permitting or otherwise authorizing the operation of any Livery Vessels in excess of the number authorized by Section 4(a), of this Ordinance, unless either (1) the Vendor demonstrates a Substantial Hardship, as the term is defined herein, or (2) an agreement between the City of Destin and the Vendor exists, that has been authorized by the City Council.

SECTION 5. DIRECTION TO STAFF. City staff is directed to evaluate and develop such recommendations, as staff may deem appropriate, for adoption of appropriate regulations that consider, among other things, aesthetics, socioeconomic impact, quality of life for the public, tourism, and community character issues including population concentration, availability of open space, habitat diversity, and the diversity and health of existing species within the waterways adjacent to the City of Destin.

SECTION 6. EXPIRATION OF MORATORIUM. Unless extended by amendment of this Ordinance, this Temporary Moratorium shall expire on June 30, 2023. ~~December 31, 2022.~~

SECTION 7. SEVERABILITY. If any section, phrase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and

independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 8. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the mayor.

ADOPTED THIS 2ND DAY OF MAY 2022

By:

Gary Jarvis, Mayor

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

ATTEST:

Kimberly Romano Kopp
City Land Use Attorney

Rey Bailey, City Clerk

Destin Harbor Capacity Planning Assistance to States (PAS) Progress Report

September 2022

I. Executive Summary

The Destin Harbor Carrying Capacity Study (capacity study) is conducted by the US Army Corps of Engineers (USACE) under its the Planning Assistance to States (PAS) program. A temporary livery vessel moratorium is currently enacted in the harbor. This capacity study was commissioned by the City of Destin to identify the carrying capacity of the harbor, and the existing and future harbor use to inform recommendations. The City of Destin and the USACE Mobile District signed a PAS agreement in November 2021 to initiate the study.

The ongoing capacity study assesses the vessel traffic patterns at Destin Harbor entrance over the 2022 summer season. Observations of usage at key facilities at the harbor and surrounding area were also conducted. Key facilities include slippage occupancy along the harbor walk, vehicle parking, boat trailer parking, and boat launches. This progress report provided at the request of the City is limited to the preliminary data findings of vessel traffic. Data collection in the field concluded on Labor Day weekend on 6 September 2022.

The capacity study organizes the vessels accessing Destin Harbor into eight vessel classifications which include fishing charters, livery pontoons, privately owned (personal) pontoons, and personal vessels. A data collection sample representative of peak and non-peak recreation periods was taken between the months of May to September. The periods of data collection are categorized as follows: 1. Holidays, consisting of four-day weekends, 2. non-holiday three-day weekends (Regular Weekend) and 3. regular weekdays (Weekdays). The preliminary vessel traffic count summarized in **Table 1** shows that the daily average number of vessels entering and exiting the harbor is about 2,200 on a holiday, 2,100 on a non-holiday weekend and over 1,500 on regular weekdays.

Table 1 Average Daily Entry/Exit

	Fishing Charter	Tour Charter	Livery Pontoon	Personal Pontoon	Personal Vessel	Sailboat	Jet Ski	Non-Motor Crafts	Total Average
Holiday	61	234	470	191	833	8	388	19	2,204
Regular Weekend	74	340	587	124	531	9	404	22	2,091
Weekday	97	282	466	124	252	11	294	14	1,540

The study team continues its data analyses to account for margin of errors and projections for the future. It is important to note that the data findings presented are undergoing quality assurance review and a series of analyses. As such, the progress report informs the City on the status of the PAS but does not present recommendations for any level of decision making.

II. Introduction

White sandy beaches, emerald-green waters and abundant fishing make Destin a primary destination for boating recreation to visitors and residents. The harbor is central to such recreation activities in Destin. The harbor facilities include the Harbor Walk Village providing access to restaurants, tour companies and fishing charters, contributing to the economic vitality of the area. However, there are safety concerns associated with high volume vessel traffic at the narrow harbor entrance. The capacity study is assessing the current capacity of the harbor and considerations related to the environmental health of the harbor and surrounding waters, the safety of the public in the local waterways and economic vitality of local businesses along the harbor.

The PAS program offers technical assistance to support planning efforts related to the management of state water resources, including economic or environmental data analysis in support of the State's (including local governmental agencies) water resources management and related land resources development plans or related planning documents. Accordingly, the capacity study undertaken support of the City's strategic goals and objectives laid out in its comprehensive plans.

III. Data Collection

Data collection consisted of counting vessels entering and exiting the harbor, slippage capacity, and parking space capacities at select parking lot locations servicing the harbor facilities. Vessels traffic at the harbor mouth was observed for nine hours each day. Parking lots and slippage facilities were counted three times a day, during anticipated peak traffic of morning, afternoon, and evening. Data sheets, method design, and vessel classifications were developed collaboratively with the City. After obtaining feedback from the City, the study team conducted orientations at the beginning of the summer for staff involved with the data collection efforts.

It was determined that a sample of peak and non-peak dates throughout the summer would be representative of the existing usage trends the harbor and facilities. The length of data collection varied from four-day weekends to regular weekends and coverage of weekdays. Below is a schedule of dates for rounds of data collection

- a. Memorial Weekend, May 26-30
- b. July 4th Weekend, June 27- July 5
- c. July 14-22
- d. August 1-8
- e. August 18-22
- f. Labor Day Weekend, September 1-6

Assumptions were made based on professional judgement and past field experience in relation to each of the three data collection components: boat counting, slippage capacity counts, and parking counts. The assumptions have been recorded and will be in the final report.

IV. Preliminary Data Results

The total number of days observed for vessel traffic collection is as follows: 12 holidays, 9 non-holiday regular weekends and 10 weekdays. As previously stated, data analysis is ongoing to substantiate the vessel traffic trends at Destin harbor. The following graphs present total number of exits and entries by each vessel class. During holidays personal vessels were the most recorded to access the harbor about 10,000 trips through the harbor mouth as shown in Figure 1. Livery pontoons were the next most recorded with about half of the total trips of personal crafts. There were just over 4,000 exits and entries made by jet skis.

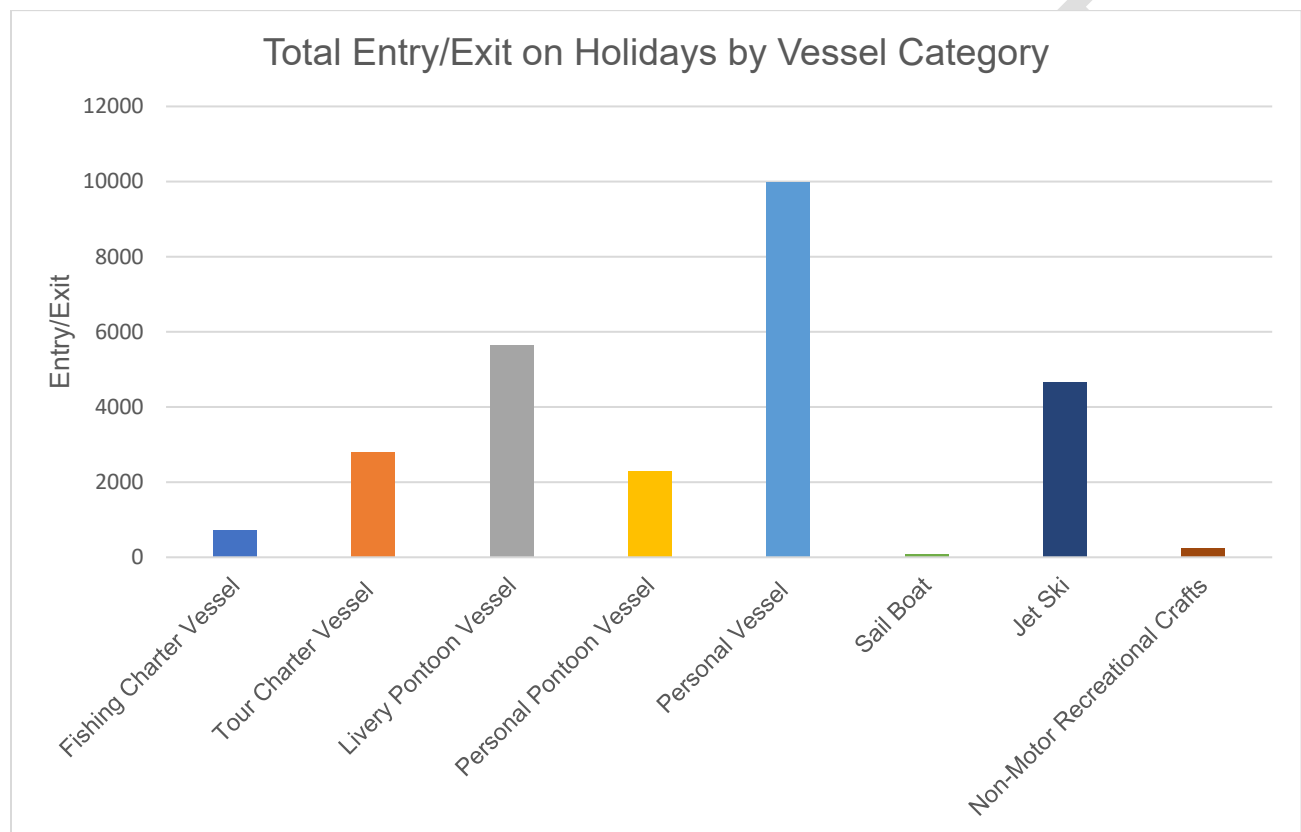


Figure 1 Total Vessel Traffic Observed on Holidays

Vessel traffic at Destin harbor was observed for a total of nine regular weekend days. Livery pontoons were the most recorded with over 5,000 trips to access the harbor followed closely by personal vessels and jet skis as presented in Figure 2. It was generally expected that regular weekends would not be as busy as that of holiday weekends. By comparison, on average there were only 100 fewer vessels accessing the harbor on regular weekends than holidays.

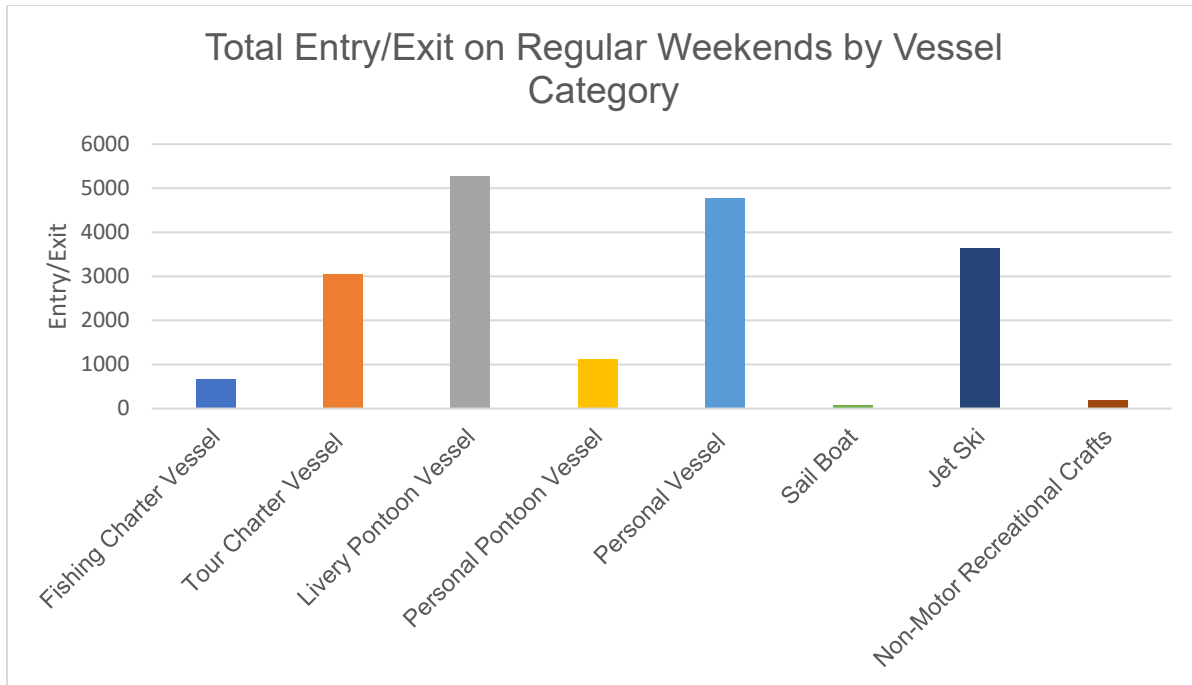


Figure 2 Total Vessel Traffic Observed on Regular Weekends

Vessel traffic on regular weekdays was also observed for the capacity analysis. On regular weekdays, harbor access by livery pontoons were the most recorded with about 4,500 trips followed by jet-skis and tour charters. Personal vessels were recorded to enter or exit the harbor about 2,500 times. Figure 3 summarizes the total number of vessel traffic by category on regular weekdays.

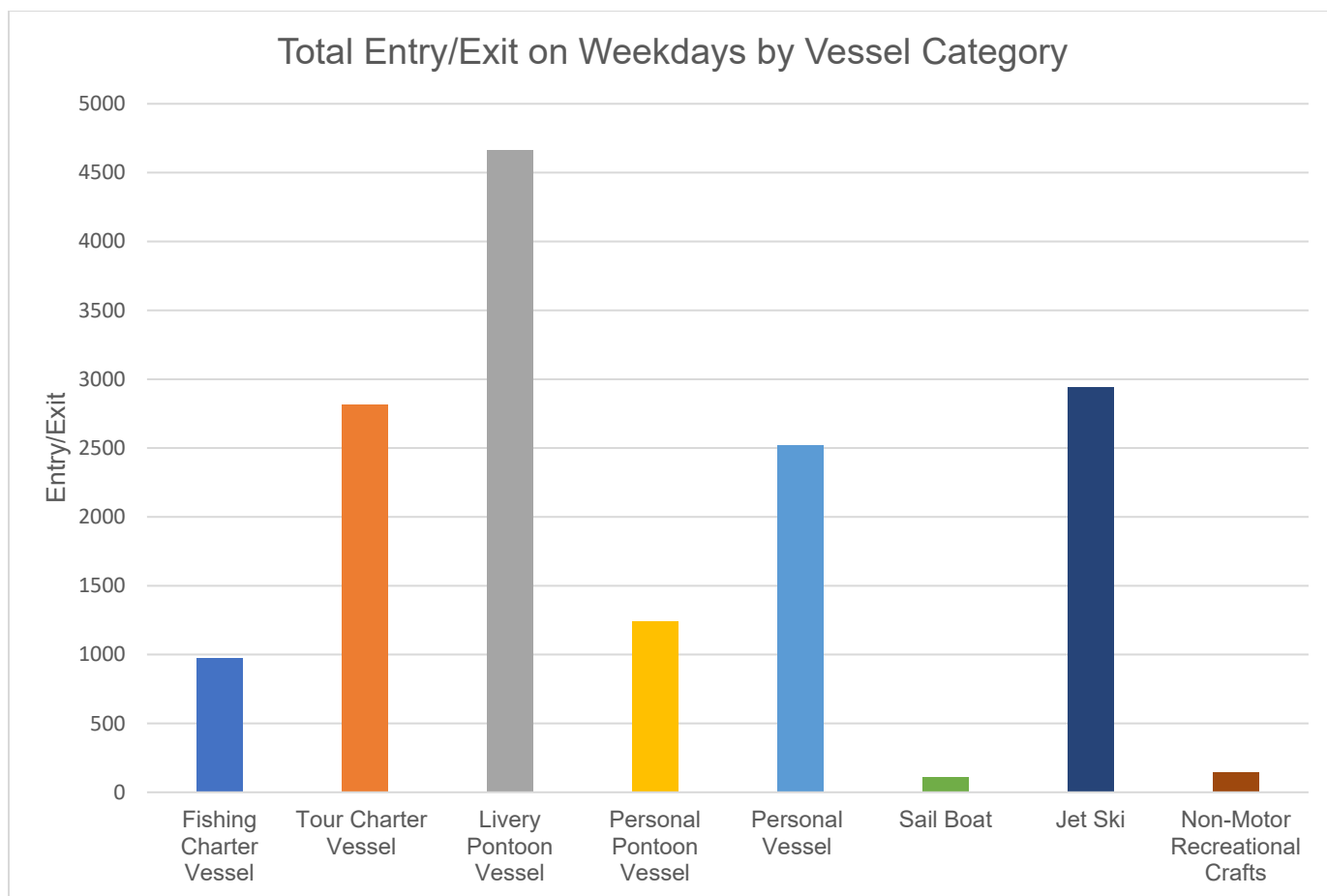


Figure 3 Total Vessel Traffic Observed on Weekdays

V. Agency Coordination

The study team conducted meetings with several agencies to learn more about the surrounding area and their insights about harbor users. Meetings led by the environmental team members include National Park Service (NPS), Coast Guard (USCG), Office of the Sheriff, and Fish and Wildlife Commission (FWC). These meetings introduced the current PAS effort for awareness of the agencies. In addition, the meetings enabled the study team to request background information that will assist in the harbor capacity analysis.

VI. Schedule and Proposed Changes

To view the draft study schedule please refer to the attached Excel spreadsheet. The green color codes the current schedule and tan is the proposed schedule extension. Ongoing findings by the study team indicate that more research and coordination with the above agencies will be required for the harbor analyses. The PAS study schedule includes a quality review of draft report prior to public release. This review involves the USACE office of counsel and typically takes two-three weeks. The study team requests a schedule extension the draft report to be presented to the public and stakeholders. The current schedule puts the public engagement in November (per verbal discussions). We recommend that the public meeting is scheduled in mid-January with final report to follow in April, 2023. This will allow time for quality check and

account for holidays when a bulk of staff take leave and will not be available to complete the study tasks. Additionally, we expect more public interest attend a meeting in January after the holidays.

The capacity study findings are to inform the City of Destin's decisions with regards to managerial actions related to future use of Destin Harbor. This includes better ways to regulate livery vessels to manage congestion for safe navigation in the Harbor. Such recommendations will not be available until early January, 2023. In this regard, we support an extension of the livery vessel moratorium if the City decides to defer lifting the moratorium until the capacity study is completed.

PRELIMINARY REPORT

Task #	Tasks	2021		January	February
		November	December		
1	PPA Signed	5/11/2021			
2	Boat Count Data Collection				
3	Harbor Capacity & Survey Data Analysis				
4	Report Writing				
5	Report DQC				
5.1	Concurrent Internal and NFS review				
5.2	PDT address comments and backcheck				
6	Draft Report Due				
7	Public Presentation				
7.1	Present Findings and recommendations				
7.2	Open House for public comments				
8	Finalize Report				
8.1	Incorporate/address public comments				
8.2	Finalize Recommendations				
9	Project Close Out Actions				

Notes and Legend

Current schedule with data collection wrap up in September

Proposed schedule changes



2022

March	April	May	June	July	August	September	October	November

							2 weeks	First 2 weeks
							2 weeks	2 weeks

								2nd Week of Nov
--	--	--	--	--	--	--	--	-----------------

[illegible]

[illegible]

11.08.00. Beach management.

11.08.01. *Purpose.* The purpose of this section is to protect and promote the health, safety, and welfare of the public at large, including residents and visitors to the City of Destin, by providing reasonable regulation of the public's use and conduct on the beach. It is further intended that this section shall be liberally constructed to the effect such intent and purpose.

11.08.02. *Regulation of the use and conduct on the beach.*

- A. *Possession of glass containers prohibited.* It shall be unlawful for any person while on the beach or beach access areas to possess or utilize any glass bottle or container, other than for medical treatment.
- B. *Restrictions on animals on the beach.* It shall be unlawful for any person owning, or having under his or her control any animal, to permit such animal upon the beach, except guide dogs accompanying visually-impaired persons or hearing ear dogs accompanying hearing-impaired persons shall be allowed on the beach at all times.
- C. *Wheeled vehicles.* This clause is applicable regardless of whether the beach is privately owned or open to the public. Violations of this clause shall subject the violator to code enforcement proceedings, criminal prosecution, or both.
 - 1. *Definition of wheeled vehicle.* Anything that moves on wheels, sleds, or treads, and is able to transport/carry things or people, and which utilizes a form of propulsion such as: (1) a motor that is gas powered, wind powered, coal powered, wood powered, solar powered, kinetically powered, or battery powered; (2) an internal combustion engine; or (3) pedals, chains, springs, or hydraulics for manual propulsion. Additionally, anything that is pulled by a horse, mule, camel, or donkey, and which transports things or people, is also a Wheeled vehicle for purposes of this section.
 - a. *Express exceptions:* Baby strollers weighing less than 100 lbs; wagons/wheelbarrows/hand-carts/pull-carts that are pushed/pulled by a human; wheelchairs weighing less than 300 lbs.
 - 2. *Definition of beach.* The zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. Also, the definition of beach includes: (1) any undeveloped property wherein a federal spoils easement exists for the placement of fill from a dredging operation; (2) any undeveloped sandy areas, including sea oats, within a 1,000-foot radius of the Army Corp of Engineers jetty located on the eastern shore of the East Pass; (3) any sandy areas, including sea oats, seaward of any home or condominium building, located between the Army Corp of Engineers jetty located on the eastern shore of the East Pass, and the entrance of the Destin Harbor; or (4) any undeveloped sandy areas, including sea oats, located on Norriego Point, including the City park, and any sandy areas within 1,000 feet of the park and on Norriego Point.
 - 3. *Permit required.* Any wheeled vehicle on a beach within the Destin City Limits shall have a permit decal displayed prominently on the front windshield of the vehicle. The permit decals shall be issued annually by the City Manager, or City Manager's designee. Permit decals shall be free of charge, and shall be issued within a reasonable time of request.
 - 4. *Permit eligibility.* The following wheeled vehicles shall be the only wheeled vehicles eligible to receive permit decals: (1) Any governmental vehicle that is operated by any law enforcement agency with jurisdiction over the beaches within the Destin City Limits, (2) Any governmental vehicle operated by the Destin Fire District. or any lifeguards officially sanctioned by the Destin Fire District, the Okaloosa County TDC, or the City of Destin, (3) Any wheeled vehicle owned or

operated by a state or federal agency that requires the use of a vehicle on the beaches within the Destin City Limits, (4) Any vehicle that is utilized by a life safety entity, or organization, to perform life safety or rescue operations, (5) Any vehicle owned or operated by a non-profit entity that is licensed by the state or federal government to rescue or monitor endangered wildlife, injured native wildlife, turtles, manatees, or dolphins, (6) Any vehicle necessary for beach cleaning, or raking, which is owned or operated by an individual or entity that is contracted by a governmental entity or agency, or (7) any beach vendor whom meets the requirements of subsection (a)., below.

- a. *Beach vendor permit:* If a vendor possesses a business tax receipt that permits the vendor to operate a business that rents beach chairs and beach umbrellas for profit within the Destin City limits, or which permits the vendor to provide beach chairs and beach umbrellas as an amenity provided to the guests of any condominium or hotel, and the vendor can provide written proof that it has a legal right to provide beach chairs and beach umbrellas on a beach within the Destin City limits, then the vendor shall be entitled to one permit for the entire business, and any affiliated businesses. If a vendor receives such a permit, then the vendor is allowed no more than three decals for the purposes of distributing and collecting beach chairs and umbrellas from the beach. Decals shall be affixed to either an ATV, or to a truck equal to, or smaller than a half ton pickup truck. Beach vendors shall have no more than three approved vehicles at three different beach locations at any time. Unless enforcement of City Ordinances is suspended by the City Manager due to a pending natural disaster, then a beach vendor permit shall only permit the operation of a wheeled vehicle between the hours of 5:01 p.m. CST to 9:00 a.m. CST.
 - b. *Construction beach permits:* If the City issues any permit in connection with construction activities, or design activities associated with permitted construction activities, that might occur on any beach, then the permittee shall be eligible to receive a reasonable number of wheeled vehicle construction beach permits to allow the construction or design activities to be completed. The number of reasonable construction beach permits shall be determined by the City Manager on a case by case basis.
5. *Decals.* For each permit issued under this section, a decal will be issued, which shall be affixed to the permitted wheeled vehicle. New decals with different color codings shall be issued each calendar year, and it is the duty of permit holder to obtain a new decal each calendar year. Beach vendor permit decals, and construction beach permits shall be color coded differently from the other six categories listed in subsection 4. above, in order to assist law enforcement with enforcing this ordinance.
6. *Criminal penalty.* It shall be unlawful for any person to place, leave, drive, or cause to be driven, an unpermitted wheeled vehicle on any beach within the Destin City Limits. Anyone in violation of this clause shall be guilty of a second degree misdemeanor and, upon conviction thereof, shall be fined or imprisoned, or both, as provided by law, and in addition shall pay all costs and expenses incurred in the prosecution of such violation.
- D. *Open fires prohibited; heated objects to be disposed of properly.* It shall be unlawful for any person to have open fires, barbecue grills, or similar items on the beach, except in designated areas as may be provided for use of stoves or grills as posted by the City of Destin. It shall be unlawful for any person to dispose of any coals, briquette, embers, or other heated objects except in receptacles so designated by the City. All materials brought to the beach shall be removed from the beach by the owners or users of such materials when such people leave the beach.
- E. *Overnight camping prohibited.* It shall be unlawful to camp overnight on the beach.

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- F. *Throwing of balls, frisbees, or other objects.* It shall be unlawful for any person to throw any ball, Frisbee, or other object through any beach or bathing area AFTER having been warned by any law enforcement officer that such activity interferes with or endangers the movement of pedestrian traffic or public safety.
 - G. *Use of aircraft on beach is prohibited.* No person shall operate an aircraft, including seaplanes or ultralights, on or from the beach.
 - H. *Soliciting and canvassing is prohibited.* There shall be no solicitation or canvassing of the public on the beach other than by vendors who have received a beach vendor permit.
 - I. *Sound amplification.* Except by special permit, no audio device, such as loudspeakers, television, radio, compact disc, tape, or record player, or musical instrument, except equipment used by Law Enforcement, Rescue, or Beach Safety Personnel, shall be used on the beach in a manner that:
 - 1. Exceeds a noise level of 60 decibels ("DBA") measured on the A-weighted scale at 25 feet from the sound source; or
 - 2. Otherwise violates the City of Destin Noise Control Ordinance.
 - J. *Breach of the peace; disorderly conduct.* No person shall commit such acts as are of a nature to corrupt the public morals, or outrage the sense of public decency, or affect the peace and quiet of persons who may witness them, or engage in brawling or fighting, or engage in such conduct as to constitute a breach of the peace or disorderly conduct.
 - K. *Removal of beach sand.* No beach sand may be removed from the beach.
 - L. *Litter.* It shall be unlawful for any person to discard or otherwise dispose of or abandon any trash, garbage, bottles, containers, cans, dead fish or parts thereof, charcoal briquettes or ashes, or any other litter, except in designated containers for that purpose. It is further unlawful to dispose of any household garbage on the beach.
 - M. *Vehicle access across the beach.* It shall be unlawful for any person to block an emergency or and public safety vehicles access across the beach.

11.08.03. *Regulation of vendors on the beach.* The safety and welfare of the persons that reside near the beaches of the City of Destin and of the public that recreate on the beach make necessary and appropriate the following regulations:

- A. *Beach vendor permit requirement.* Any person or business enterprise of any type or kind engaged in the rental, leasing, bailment for consideration, or which otherwise provides recreational equipment for remuneration, on beaches located from the tip of the south side of the entrance of the Destin Harbor south and then eastward to the Walton County line, shall be required to obtain a "beach vendor permit" from the City of Destin. A beach vendor permit shall be issued upon the applicant paying such application fee established by the City of Destin by resolution and the applicant meeting the following requirements:
 - 1. The applicant must have an operations office or headquarters located at an upland improved facility immediately adjacent to the area where goods and services are being offered by a vendor for public use with direct access to the beach areas. For the purposes of this subsection, the term "immediately adjacent" means the applicant either owns a building, leases space within an upland improved facility, or has a concession agreement to operate, on the land adjacent to the water. The term "immediately adjacent" does not include a permanent building that has obtained beach access from a landowner which owns land adjacent to the water.

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2. The applicant must have a written agreement with the affected beachfront property owner at the time application is made for a beach vendor permit, and such agreement shall remain in full force and effect as a condition of the beach vendor permit.
 3. The written agreement must specify the location of the goods and services for which a beach vendor permit is required. The location of the goods and services shall be no closer than a line 20 feet above the mean high water line.
 4. A copy of the beach vendor permit shall be kept at the location of the goods and services for which the beach vendor permit is issued.
 5. Beach vendors shall not block or impede in any manner the right of pedestrian access seaward of a line 20 feet above the mean high water line.
 6. The owner or leaseholder of property along the beach may give written permission for the operation of a non-propeller driven motorized watercraft based business to be run from their property within a non-exclusive corridor established, maintained, and subject to the following conditions:
 - a. There shall be a sign posted landward of the mean high water mark advising the public of the landward location of the non-exclusive corridor and indicating the seaward location of the county mandated corridor for the operation of a non-propeller driven motorized watercraft based business and posting notice for vessels to proceed under idle speed.
 - b. Must meet all other applicable code provisions of the Comprehensive Plan and Land Development Code.
 - c. It shall be the applicant's responsibility to be in compliance with all laws or rules adopted by Okaloosa County governing such vendors operations, if any, water ward of the mean high water line.

11.08.04. *Penalty provisions.*

- A. Violations of this ordinance shall be punished pursuant to Section 1-9 of the Code of Ordinances, City of Destin, Florida.
- B. Violations of this ordinance may also be prosecuted before the City of Destin Code Enforcement Board.
- C. The Destin City Council may suspend or revoke a beach vendor permit for violations of this ordinance after written notice of the violation is provided to the beach vendor and the beach vendor fails to timely cure the violation. The notice to the beach vendor shall set forth the provisions of this ordinance which is/are being violated. A quasi-judicial hearing to consider suspension or revocation of a beach vendor permit shall occur before the City Council upon 14 days written notice to the beach vendor. If the City Council finds, by a preponderance of the evidence, that this ordinance has been violated, the City Council may suspend or revoke a beach vendor permit.
- D. If a beach vendor has had a beach vendor permit revoked, that vendor shall not be eligible to obtain another beach vendor permit for a period of 12 months. For the purposes of this section, the term "beach vendor" includes the entity, who obtained the beach vendor permit, as well as the officers and principals of the entity. Accordingly, if an entity has its beach vendor permit revoked, an officer or principal of the entity shall not be permitted to be an officer or principal in an entity which obtains a beach vendor permit for a period of 12 months.

(Ord. No. 05-03, § 5, 4-4-05; Ord. No. 18-15-LC, § 3, 5-6-19; Ord. No. 19-38-LC, § 3, 12-16-19)

**FLORIDA STATUTES
CHAPTER 177, PART II
COASTAL MAPPING ACT**

(MHWSTATUTES.DOC)

- 177.25 Short title.
- 177.26 Declaration of policy.
- 177.27 Definitions.
- 177.28 Legal significance of the mean high-water line.
- 177.29 Powers and duties of the department.
- 177.35 Standards and procedures; applicability.
- 177.36 Work to be performed only by authorized personnel.
- 177.37 Notification to department.
- 177.38 Standards for establishment of local tidal datums.
- 177.39 Determination of mean high-water line or mean low-water line.
- 177.40 Admissibility of maps and surveys.

177.25 Short title.--This part shall be cited as the "Florida Coastal Mapping Act of 1974."

History.--s. 1, ch. 74-56.

177.26 Declaration of policy.--The Legislature recognizes the desirability of confirmation of the mean high-water line, as recognized in the State Constitution and defined in s. 177.27(15) as the boundary between state sovereignty land and uplands subject to private ownership, as well as the necessity for uniform standards and procedures with respect to the establishment of local tidal datums and the determination of the mean high-water and mean low-water lines, and therefore directs that uniform standards and procedures be developed.

History.--s. 2, ch. 74-56; s. 2, ch. 91-56.

177.27 Definitions.--The following words, phrases, or terms used herein, unless the context otherwise indicates, shall have the following meanings:

- (1) "Apparent shoreline" means the line drawn on a map or chart in lieu of the mean high-water line or mean low-water line in areas where either or both may be obscured by marsh or mangrove, cypress, or other types of marine vegetation. This line represents the intersection of the mean high-water datum with the outer limits of vegetation and appears to the navigator as the shoreline.
- (2) "Comparison of simultaneous observations" means a method of determining mean values by comparison of short-period observations at a station with simultaneous observations made at a station for which mean values, based on long-period observations, are available.
- (3) "Control tide station" means a place so designated by the department or the National Ocean Service at which continuous tidal observations have been taken or are to be taken over a minimum of 19 years to obtain basic tidal data for the locality.
- (4) "Datum" means a reference point, line, or plane used as a basis for measurements.
- (5) "Datum plane" means a surface used as reference from which heights or depths are reckoned. The plane is called a tidal datum when defined by a phase of the tide--for example, high water or low water.
- (6) "Demarcation" means the act of setting and marking limits or boundaries on the ground.
- (7) "Department" means the Department of Environmental Protection.
- (8) "Diurnal tides" means tides having a period or cycle of approximately one tidal day.
- (9) "Foreshore" means the strip of land between the mean high-water and mean low-water lines that is alternately covered and uncovered by the flow of the tide.
- (10) "Geodetic bench mark" means a permanently monumented and precisely referenced and described mark, usually a bronze tablet or copper or bronze bolt leaded or cemented into a masonry structure, which is established to give a definite high point on the monument to which geodetic elevations are referred.
- (11) "Interpolated water elevation" means a point between two adjacent tide stations where the water elevation has been determined by interpolation from established datums at the two tide stations.

- (12) "Leveling" means the operation of determining differences of elevation between points on the surface of the earth or of determining the elevations of points relative to some arbitrary or natural level surface called a datum.
- (13) "Local tidal datum" means the datum established for a specific tide station through use of tidal observations made at that station.
- (14) "Mean high water" means the average height of the high waters over a 19-year period. For shorter periods of observation, "mean high water" means the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value.
- (15) "Mean high-water line" means the intersection of the tidal plane of mean high water with the shore.
- (16) "Mean low water" means the average height of the low waters over a 19-year period. For shorter periods of observation, "mean low water" means the average height of low waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of mean 19-year value.
- (17) "Mean low-water line" means the intersection of the tidal plane of mean low water with the shore.
- (18) "Mean range difference" means the variation of the mean range of the tide at two different tide stations.
- (19) "Mixed tide" means the type of tide in which the presence of a diurnal wave is conspicuous by a large inequality in either the high or low water heights, with two high waters and two low waters usually occurring each tidal day. The name is usually applied to the tides intermediate to those predominantly diurnal and those predominantly semidiurnal.
- (20) "National map accuracy standards" means a set of guidelines published by the Office of Management and Budget of the United States, to which maps produced by the United States Government usually adhere.
- (21) "Nineteen-year tidal cycle" means the period of time generally reckoned as constituting a full tidal cycle.
- (22) "Nonperiodic forces" means those forces that occur without regard to a fixed cycle.
- (23) "Photogrammetry" means the science of making precise measurements from photographs.
- (24) "Semidiurnal tides" means tides having a period of approximately one-half of a tidal day.
- (25) "Tidal bench mark" means a standard disk or other acceptable fixed point in the general vicinity of a tide station, used for the purpose of preserving tidal information, to which the tide staff at the tide station and the tidal datums determined from the observations at the tide station are originally referred.
- (26) "Tidal datum" means a plane of reference for elevations determined from the rise and fall of the tides.
- (27) "Tidal day" means the time of the rotation of the earth with respect to the moon, or the interval between two successive upper transits of the moon over the meridian of a place.
- (28) "Tide" means the periodic rising and falling of the waters of the earth that result from the gravitational attraction of the moon and the sun acting upon the rotating earth.
- (29) "Tide station" means a place at which continuous tide observations have been taken or are to be taken to obtain tidal data for the locality.
- (30) "Time difference" means the variation in time between the occurrences of the same phase of the tide at two tide stations.

History.--s. 3, ch. 74-56; s. 3, ch. 91-56; s. 35, ch. 94-356; s. 15, ch. 98-20.

177.28 Legal significance of the mean high-water line.--

- (1) Mean high-water line along the shores of land immediately bordering on navigable waters is recognized and declared to be the boundary between the foreshore owned by the state in its sovereign capacity and upland subject to private ownership. However, no provision of this part shall be deemed to constitute a waiver of state ownership of sovereignty submerged lands, nor shall any provision of this part be deemed to impair the title to privately owned submerged lands validly alienated by the State of Florida or its legal predecessors.
- (2) No provision of this part shall be deemed to modify the common law of this state with respect to the legal effects of accretion, reliction, erosion, or avulsion.

History.--s. 4, ch. 74-56.

177.29 Powers and duties of the department.--

- (1) The provisions of this part shall be administered by the department.
- (2) In addition to such powers as may be specifically delegated to it under the provisions of this part, the department is authorized to perform the following functions:
 - (a) To coordinate the efforts of all public and private agencies and organizations engaged in the making of tidal surveys and maps of the coastal areas of this state, with the object of avoiding unnecessary duplication and overlapping;
 - (b) To serve as a coordinating state agency for any program of tidal surveying and mapping conducted by the Federal Government;
 - (c) To assist any court, tribunal, administrative agency, or political subdivision, and to make available to them information, regarding tidal surveying and coastal boundary determinations;
 - (d) To contract with federal, state, or local agencies or with private parties for the performance of any surveys, studies, investigations, or mapping activities, for preparation and publication of the results thereof, or for other authorized functions relating to the objectives of this part;
 - (e) To develop permanent records of tidal surveys and maps of the state's coastal areas;
 - (f) To develop uniform specifications and regulations for tidal surveying and mapping coastal areas of the state;
 - (g) To collect and preserve appropriate survey data from coastal areas; and
 - (h) To act as a public repository for copies of coastal area maps and to establish a library of such maps and charts.

History.--s. 5, ch. 74-56; s. 36, ch. 94-356.

177.35 Standards and procedures; applicability.--The establishment of local tidal datums and the determination of the location of the mean high-water line or the mean low-water line, whether by federal, state, or local agencies or private parties, shall be made in accordance with the standards and procedures set forth in ss. 177.37-177.39 and in accordance with supplementary regulations promulgated by the department.

History.--s. 11, ch. 74-56.

177.36 Work to be performed only by authorized personnel.--The establishment of local tidal datums and the determination of the location of the mean high-water line or the mean low-water line must be performed by qualified personnel licensed by the Board of Professional Surveyors and Mappers or by representatives of the United States Government when approved by the department.

History.--s. 12, ch. 74-56; s. 50, ch. 83-217; s. 21, ch. 85-80; s. 107, ch. 94-119.

177.37 Notification to department.--Any surveyor undertaking to establish a local tidal datum and to determine the location of the mean high-water line or the mean low-water line shall submit a copy of the results thereof to the department within 90 days after the completion of such work, if the same is to be recorded or submitted to any court or agency of state or local government.

History.--s. 13, ch. 74-56.

177.38 Standards for establishment of local tidal datums.--

- (1) Unless otherwise allowed by this part or regulations promulgated hereunder, a local tidal datum shall be established from a series of tide observations taken at a tide station established in accordance with procedures approved by the department. In establishing such procedures, full consideration will be given to the national standards and procedures established by the National Ocean Service.
- (2) Records acquired at control tide stations, which are based on mean 19-year values, comprise the basic data from which tidal datums are determined.
- (3) Observations at a tide station other than a control tide station shall be reduced to mean 19-year values through comparison with simultaneous observations at the appropriate control tide stations. The observations shall be made continuously and shall extend over such period as shall be provided for in departmental regulations.
- (4) When a local tidal datum has been established, it shall be preserved by referring it to tidal bench marks in the manner prescribed by the department.

(5) A local tidal datum may be established between two tide stations by interpolation when the time and mean range differences of the tide between the two tide stations are within acceptable standards as determined by the department. The methods for establishing the local tidal datum by interpolation shall be prescribed by regulations of the department. Local tidal datums established in this manner shall be recorded with the department.

(6) A local tidal datum properly established through the use of continuous tide observations meeting the standards described in this section shall be presumptively correct when it differs from a local tidal datum established by interpolation.

(7) The department may approve the use of tide observations made prior to July 1, 1974, for use in establishing local tidal datums.

History.--s. 14, ch. 74-56; s. 16, ch. 98-20.

177.39 Determination of mean high-water line or mean low-water line.--The location of the mean high-water line or the mean low-water line shall be determined by methods which are approved by the department for the area concerned. Geodetic bench marks shall not be used unless approved by the department.

History.--s. 15, ch. 74-56.

177.40 Admissibility of maps and surveys.--No map or survey prepared after July 1, 1974, and purporting to establish local tidal datums or to determine the location of the mean high-water line or the mean low-water line shall be admissible as evidence in any court, administrative agency, political subdivision, or tribunal in this state unless made in accordance with the provisions of this part by persons described in s. 177.36.

History.--s. 16, ch. 74-56.

Select Year: 2022 ▼

The 2022 Florida Statutes

Title XI
COUNTY ORGANIZATION AND INTERGOVERNMENTAL
RELATIONS

Chapter 161
BEACH AND SHORE
PRESERVATION

[View Entire
Chapter](#)

161.191 Vesting of title to lands.—

(1) Upon the filing of a copy of the board of trustees' resolution and the recording of the survey showing the location of the erosion control line and the area of beach to be protected as provided in s. 161.181, title to all lands seaward of the erosion control line shall be deemed to be vested in the state by right of its sovereignty, and title to all lands landward of such line shall be vested in the riparian upland owners whose lands either abut the erosion control line or would have abutted the line if it had been located directly on the line of mean high water on the date the board of trustees' survey was recorded.

(2) Once the erosion control line along any segment of the shoreline has been established in accordance with the provisions of ss. 161.141-161.211, the common law shall no longer operate to increase or decrease the proportions of any upland property lying landward of such line, either by accretion or erosion or by any other natural or artificial process, except as provided in s. 161.211(2) and (3). However, the state shall not extend, or permit to be extended through artificial means, that portion of the protected beach lying seaward of the erosion control line beyond the limits set forth in the survey recorded by the board of trustees unless the state first obtains the written consent of all riparian upland owners whose view or access to the water's edge would be altered or impaired.

History.—s. 6, ch. 70-276; s. 1, ch. 70-439; s. 3, ch. 79-233.

City of Destin Parks and Recreation Program Calendar



Spring Programs

(Currently)

Destin Little League- February 2022-May 2022
Spring Youth Soccer- April 1, 2022- May 13, 2022
Youth Flag Football- May-June 2023
Adult Coed Softball- March 9, 2022- May 25, 2022
Men's Softball- March 8, 2022- May 24, 2022
Adult Flag Football- March- May

Summer Programs

(Currently)

Adult Kickball- June 20, 2022- August

Fall Programs

(Currently)

Youth Tackle Football- July 25, 2022-November 12, 2022
Youth Cheerleading- August-November 12, 2022
Fall Youth Soccer- September 6, 2022- October 28, 2022
Youth Basketball- November 14, 2022-February 11, 2023
Adult Coed Softball- September 1, 2022- December 2022
Men's Softball- September-December
Adult Flag Football- September-December

Spring Programs

(Projected)

Destin Little League- February 2023-May 2023
Youth Flag Football- May 2023- June 2023
Adult Flag Football- March 2023- May 2023
Adult Coed Softball- March 2023- May 2023

Summer Programs

(Projected)

Adult Kickball- June 2023- August 2023

Fall Programs

(Projected)

Youth Tackle Football- July 31 - November 11, 2023
Youth Cheerleading- August- November 11, 2023
Youth Soccer- September-October 27, 2023
Youth Basketball- November 2023- February 2024
Adult Coed Softball- September 2023- December 2023
Men's Softball- September 2023- December 2023

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 7, 2022
TYPE OF AGENDA ITEM: Council Discussion Item
AGENDA OUTLINE NUMBER: 6.I.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kimberly Kopp, Land Use Attorney

DATE: November 1, 2022

SUBJECT: 1. Livery vessel - Highlights of new law

I. BACKGROUND: As discussed at the October 17, 2022, City Council meeting, this item is a brief highlighting of the new law affecting livery vessels (effective January 1, 2023). It is intended that in early 2023, a detailed workshop will be held on this new law, the ACOE Harbor Capacity Study results, and regulations affecting City liveries.

II. DISCUSSION: SB 606 will become effective new law on January 1, 2023.

Relating to liveries, the bill:

1. Defines “livery” as a person who offers a vessel for use by another in exchange for any type of consideration when such person does not also provide the lessee or renter with a captain, a crew, or any type of staff or personnel to operate, oversee, maintain or manage the vessel.

2. Requires a no-cost, annual livery permit.

Specifically, beginning on January 1, 2023, a livery is required to obtain a livery permit from the FWC, to be renewed annually. In order to obtain the permit, the applicant must provide FWC a list of all vessels offered for rent, have valid insurance and certain safety equipment as set forth in the statute. Further, if any info changes prior to annual renewal, the livery must provide FWC the updated information within ten days of the change. **A person who violates this rule is guilty of a 1st degree misdemeanor.**

3. Requires liveries to implement certain safety requirements (set forth in the statute).
A livery may not knowingly lease, hire, or rent vessels:

- When the number of persons intending to use the vessel exceeds the number considered to constitute a maximum safety load for the vessel.
- When the horsepower of the motor exceeds the capacity of the vessel.
- When the vessel does not contain required safety equipment.
- When the vessel is not seaworthy.
- When the vessel is equipped with a motor of 10 horsepower or greater, unless the livery provides required pre-rental or pre-ride instruction, which must be provided by a person who has successfully completed a National Association of State Boating Law Administrators and state-approved boater safety course.
- Unless the livery displays boating safety information in a place visible to the renting public.

A livery also may not knowingly lease, hire, or rent:

- Vessels powered by a motor of 10 horsepower or greater to any person who is required to comply with boater safety education requirements, unless the person presents photographic identification and a valid boater safety identification card to the livery, or meets one of the listed exemptions.
- Personal watercraft to persons under 18 years of age or who have not received instruction in the safe handling of personal watercraft and provided a written statement attesting to that fact.
- Personal watercraft without a proper insurance policy.
- Liveries are required to notify the proper authorities if a leased, hired, or rented vessel is unnecessarily overdue.
- **Violations of livery these regulations are a second-degree misdemeanor.**

4. Adds penalties for violations of livery requirements. The bill increases or adds penalties for noncriminal infractions of vessel safety laws. It increases the additional civil penalty for noncriminal infractions of vessel laws from \$50 to \$100. It directs certain penalties to the Marine Resource Conservation Trust Fund to supplement law enforcement activities.

5. Additionally FWC is likely to adopt rules to implement the new statute.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: 10/17/2022 City Council authorization.

III. CONCLUSION: As discussed at the October 17, 2022, City Council meeting, this item is a brief highlighting of the new law affecting livery vessels (effective January 1, 2023). It is intended that in early 2023, a detailed workshop will be held on this new law, the ACOE Harbor Capacity Study results, and regulations affecting City liveries.

IV. **RECOMMENDED MOTION:** N/A, informational item.

Attachments:

None