

**REGULAR MEETING
DESTIN CITY COUNCIL
JANUARY 3, 2023
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Professionalism*****

CALL TO ORDER

*** INVOCATION (Pastor Steve Farris, First Baptist Church of Destin)**

PLEDGE OF ALLEGIANCE

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

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

- A. 2022 Destin Christmas Parade Winners
- B. Recognition of 2022 Holiday Decorating Contest Winners
- C. Lien Reduction Request - Ms. Carolyn Jones
- D. Lien Reduction Request - Mr. William Roof - 351 Sailfish

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. Purchase of a John Deere ProGator 2020A and HD200 Select Sprayer
- B. Budget Amendment - Adjust to grant balance
- C. Approval of minutes of December 12, 2022 Council Executive Session
- D. Approval of minutes of December 12, 2022 Regular City Council Meeting

4. CITY MANAGER REPORTS

- A. Budget Amendment- authorization to fund two new full-time positions in the Finance department
- B. Public Information Manager Confirmation - Ms. Tamara Young
- C. Proposed RFQ for Post Certificate of Occupancy Building Inspections
- D. Announcements

5. PUBLIC HEARINGS

- A. First reading of Ordinance 23-01-CN - Providing for amendment of Sections 2-61 through 2-65 of the City of Destin Code of Ordinances on disposal of surplus property.

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

A. Councilmember Sweetser

1. Nomination of Mr. Jerod Hayden for an appointment to the Harbor and Waterways Board

B. Councilmember Geile

1. Amendment to Section 7-28 - *Tombstone, Monument, and Markers* - of the ordinance of the City of Destin regulating city cemeteries designating another section of the Destin Memorial Cemetery Phase II to allow for tombstones, markers, or other monuments.

C. Councilmember Destin

D. Councilmember Bagby

E. Councilmember Hebert

F. Councilmember King

G. Councilmember Schmidt

1. Nomination of Capt. Jim Green for an appointment to the Harbor and Waterways Board

H. Mayor Wagner

1. Smoke-free parks and beaches in the City of Destin

I. Land Use Attorney

J. City Attorney

1. City of Destin Enhanced Public Records Policy

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 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.

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.

2022 Winners of the
38th Annual Destin Christmas Parade
“Elf on the Shelf”

Noel Award/Band Award: Sponsor: Destin Rotary

Fort Walton Beach High School and Destin Middle School Bands

Elf Award/Children Service: Sponsor Jim Liufau State Farm

Destin Middle School Cheerleaders

Santa’s Helper Award/Children Commercial: Sponsor AJ’s Seafood and Oyster Bar

Studio6twenty5

Angel Award/Religious Award: Sponsor Emerald Coast Knights of Columbus

Destin United Methodist Church

Chamber Award/Commercial – Sponsor Chamber of Commerce

Legendary Marine Service Department

Civic Club/Civic Award: Sponsor Mike Cheney, Allstate

Miss North Florida Scholarship Pageant

Crowd Pleaser: Sponsor City of Destin

Destin Water Users



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 3, 2023

TYPE OF AGENDA ITEM: Special Presentation

AGENDA OUTLINE NUMBER: 1.C.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Lance Johnson, City Manager
Kimberly Corbin, Code Compliance Director
Kimberly Kopp, Land Use Attorney

DATE: December 26, 2022

SUBJECT: Lien Reduction Request - Ms. Carolyn Jones

I. BACKGROUND: On December 12, 2022, Ms. Carolyn Jones spoke during public input to present an initial request for a lien reduction on two properties owned by her now deceased father: 74 Terra Cotta Way and 79 Tranquility Lane. Ms. Jones requested to return to the City Council for formal presentation of her request on January 3, 2023.

II. DISCUSSION:

The subject properties (74 Terra Cotta Way and 79 Tranquility Lane) were previously the subject of code compliance actions before the City's special magistrate, and were found in violation of City Code for failure to register as a short-term rental. After entry of the order of violation, the City recorded the respective liens in the public records. The City's liens were both recorded on August 21, 2019. The property owner is now deceased, and the property is currently going through probate proceedings. The property has now come into compliance through actions of the property owner's daughter, Ms. Carolyn Jones, to pay outstanding fees and properly register as a short-term rental, and Ms. Jones is requesting that the lien be released. Ms. Jones has submitted the attached documents in support of her request, including but not limited to the timeline of events leading to the request, and asks the City Council to review these documents. It is anticipated that Ms. Jones will be available for questions and discussion at the City Council meeting of January 3.

See sec. 14-81(e) of the City's Land Development Code provides in relevant part:

A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body and the local governing body may execute a satisfaction or release of lien entered pursuant to this section.

If the City Council approves the request, the City Clerk and City Land Use Attorney will coordinate to record a release of lien in the public records, and the existing lien will be void, and of no further force and effect.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): Any amount collected will default into General Fund Miscellaneous Revenue (01300-369000). Section 3.14(a) of the City Charter allows for such unanticipated revenues to be appropriated by Council.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: The properties were out of compliance for approximately 1,320 days, with an accruing fine of \$250 per day. Thus, the outstanding lien amounts on each property is \$330,000 per property, for a total of \$660,000.

The property is now in compliance with the short-term rental registration requirements of the City.

It recommended that the City Council review the information provided by Ms. Jones, and determine if a reduction in the lien amounts is appropriate in this matter.

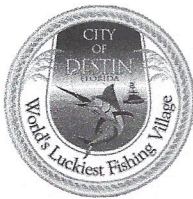
IV. RECOMMENDED MOTION: I move to reduce the lien at 74 Terra Cotta Way to \$_____, and I further move to reduce the lien at 79 Tranquility Drive to \$_____.

OR

Take no action.

Attachments:

1. SpeakerRequestForm_1.3.22
2. 74TerraCottaRegistration CURRENT
3. 79TranquilityRegistration CURRENT
4. Code Enforcement Liens (2)
5. Liens Payoff
6. MSJdeathcert
7. Prepared by Ms Jones Timeline of Relevant Events-Jones Request



SPEAKER'S FORM
City of Destin Council Meeting

In an effort to better serve the community, the City Council requests that items or requests to be presented before Council be provided to the City Clerk by noon on Wednesday of the week prior to the meeting. **Any related materials that you wish to distribute to Council in support of your item must be submitted at that time as well** [see note at bottom of page]. This will give Council adequate time to review your request and make any necessary inquiries. In addition, the staff may need to contact you in response to your topic of concern or in response to action directed by the Council.

As you complete the form below, please note that **certain fields marked by * are required**. Late or incomplete forms, particularly where required information is omitted, will be deferred by Council to a future meeting pending receipt of all information.

The City appreciates your cooperation and adherence to these guidelines.

***** PLEASE PRINT *****

DATE OF REQUEST: 12/18/22 *COUNCIL MEETING DATE: 1/3/22

*NAME: Carolyn Jones *PHONE #: 678-492-1325

ADDRESS: 1898 Shoal Creek Blvd Destin, GA EMAIL: Caroajones@gmail.com

*TOPIC/ISSUE Daily fines imposed on late father's property since 2018, without the knowledge of family, despite serious, ongoing health issues. Family is requesting leniency from city council to resolve.

*HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE? If so, who and when?
Yes. Appeared before council on 12/12/22 & have worked w/ officer Morales & Sullivan to resolve the issue, as well as Attorney Kimberly Kopp for direction.

*DESIRED ACTION BY COUNCIL? Significant alleviation of fines to allow our family to settle other debts & make on as best we can.

PRESENTATION MATERIALS ATTACHED?: YES ☒ NO ☐ # OF PAGES 12

NOTE: Only one set of materials is required for submission unless color copies are desired. The City will make and distribute the correct number of black/white copies to the Mayor, Council and appropriate staff. However, those persons desiring color copies to be distributed must provide 21 complete sets at the time of submission.



City of Destin

4200 Indian Bayou Trail, Destin FL 32541
850 654 1119

2022 - 2023

Short Term Rental PERMIT LICENSE CERTIFICATE

Location: 74 TERRA COTTA WAY
Destin, FL 32541

Mailing Address:

Owner: mark jones

Number: STR-010237-2022

License Type: Short Term Rental Registration

Issued Date: 12/12/2022

Classification: Short Term Rental

Expiration Date: 2/28/2023

Fees Paid: \$4,300.00

Application for, and acceptance of, this permit signifies that the authorized business listed has certified that they have read and understood all applicable Land Development and Municipal Codes for the City of Destin and agree to abide by the requirements and provisions therein.

TO BE POSTED IN A CONSPICUOUS PLACE



City of Destin

4200 Indian Bayou Trail, Destin FL 32541
850 654 1119

2022 - 2023

Short Term Rental PERMIT LICENSE CERTIFICATE

Location: 79 TRANQUILITY LN
Destin, FL 32541

Mailing Address:

Owner: MARK S JONES

Number: STR-010235-2022

License Type: Short Term Rental Registration

Issued Date: 12/12/2022

Classification: Short Term Rental

Expiration Date: 2/28/2023

Fees Paid: \$4,700.00

Application for, and acceptance of, this permit signifies that the authorized business listed has certified that they have read and understood all applicable Land Development and Municipal Codes for the City of Destin and agree to abide by the requirements and provisions therein.

TO BE POSTED IN A CONSPICUOUS PLACE

**CODE ENFORCEMENT SPECIAL MAGISTRATE
OF THE
CITY OF DESTIN, FLORIDA
August 20, 2019**

CITY OF DESTIN, FLORIDA

DEPARTMENT OF CODE ENFORCEMENT

Petitioner

Vs.

CASE #: 18-001981

Mark Jones

Respondent

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE was brought for public hearing before the Code Enforcement Special Magistrate of the City of Destin, Florida, on August 20, 2019, after due notice to the Respondent, and the Special Magistrate, having heard testimony under oath, received evidence, heard argument, and approved its Findings of Fact, Conclusions of Law, and Order, duly issued said Order, which was furnished to Respondent. Said Order found to following violation:

Code of Ordinances Sec. 13-105. - Short Term Registration

Full Description: Registration required.

It shall be unlawful for any person to allow another person to occupy any single-family detached dwelling unit as a seasonal resident within the City of Destin, or offer such rental services within the City of Destin, unless the person has been registered with the City of Destin in accordance with the provisions of this article.

Said Order required Respondent at the property located at 74 Terra Colla Way, DESTIN, FL 32541, located in Okaloosa County (Tax Parcel ID #00-2S-22-2499-0000-0190), to correct the aforesaid violation on or before April 5, 2019

The Respondent is further ordered to contact the Code Enforcement Department of the City of Destin to verify compliance with this Order.

Said Order stated that in the event that City staff finds that the aforesaid property is not brought into compliance after April 5, 2019, the Respondent may be ordered to pay a fine not to exceed \$250.00 per day for each day such violation continues to exist beyond the above stated date for compliance.

After being sworn, the Code Enforcement Officer certified to the Special Magistrate that the Respondent has not taken the corrective action ordered by the Special Magistrate, or that Respondent has repeated the violation.

In determining the amount of the fine to be imposed, if any, the Special Magistrate has considered the following factors:

- (1) The gravity of the violation.
- (2) Any actions taken by the violator to correct the violation.
- (3) Any previous violations committed by the violator.

I. ORDER:

It has been brought to the Special Magistrate's attention by the City's Code Enforcement Officer that the Respondent continues to be in violation.

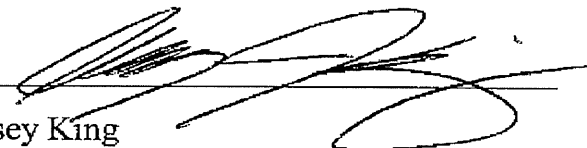
The Special Magistrate orders that a fine in the amount of \$250.00 per day be imposed against the property for each and every day the violation continues to exist at 74 Terra Cotta Way, DESTIN, FL 32541, located in Okaloosa County (Tax Parcel ID 00-2S-22-2499-0000-0190), after April 5, 2019.

This Order shall be recorded in the public records of Okaloosa County, Florida, and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by Respondent.

A true and correct copy of this Order Imposing Administrative Fine/Lien shall be delivered to Respondent by United States Postal Service regular mail, by hand delivery or posting on property where violation exist.

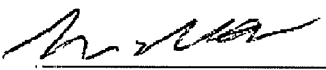
DONE AND ORDERED this day of August 20, 2019

CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF DESTIN, FLORIDA

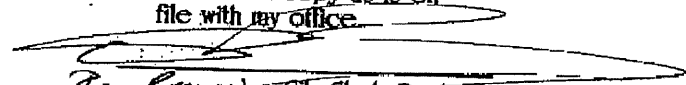

Casey King

This will certify that a true copy of this order was furnished to Mark Jones at 2326 Edgemere Lake Cir, Marietta, GA 30062 by United States mail, this day of

August 21, 2019


William Morales, Code Enforcement Officer
City of Destin, Florida

I hereby certify this is a
true and correct copy as is on
file with my office.


Roy Baker, City Clerk, Destin, FL

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 21st day of August 2019 by

Code Compliance Officers

Daily Morales

Kimberly I. Montgomery

Signature of Person Taking Acknowledgement

Kimberly I. Montgomery

Printed name of Person Taking Acknowledgement

Personally known ☒ or has produced identification



KIMBERLY I. MONTGOMERY
Commission # GG 174770
Expires March 5, 2022
Bonded Thru Budget Notary Services

**CODE ENFORCEMENT SPECIAL MAGISTRATE
OF THE
CITY OF DESTIN, FLORIDA**

August 20, 2019

CITY OF DESTIN, FLORIDA

DEPARTMENT OF CODE ENFORCEMENT

Petitioner

Vs.

CASE #: 18-001979

Mark Jones

Respondent

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE was brought for public hearing before the Code Enforcement Special Magistrate of the City of Destin, Florida, on August 20, 2019, after due notice to the Respondent, and the Special Magistrate, having heard testimony under oath, received evidence, heard argument, and approved its Findings of Fact, Conclusions of Law, and Order, duly issued said Order, which was furnished to Respondent. Said Order found to following violation:

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Full Description: Registration required.

It shall be unlawful for any person to allow another person to occupy any single-family detached dwelling unit as a seasonal resident within the City of Destin, or offer such rental services within the City of Destin, unless the person has been registered with the City of Destin in accordance with the provisions of this article.

Said Order required Respondent at the property located at 79 Tranquility LN, DESTIN, FL 32541, located in Okaloosa County (Tax Parcel ID #00-2S-22-0072-0000-0410), to correct the aforesaid violation on or before April 5, 2019

The Respondent is further ordered to contact the Code Enforcement Department of the City of Destin to verify compliance with this Order.

Said Order stated that in the event that City staff finds that the aforesaid property is not brought into compliance after April 5, 2019, the Respondent may be ordered to pay a fine not to exceed \$250.00 per day for each day such violation continues to exist beyond the above stated date for compliance.

After being sworn, the Code Enforcement Office certified to the Special Magistrate that the Respondent has not taken the corrective action ordered by the Special Magistrate, or that Respondent has repeated the violation.

In determining the amount of the fine to be imposed, if any, the Special Magistrate has considered the following factors:

- (1) The gravity of the violation.
- (2) Any actions taken by the violator to correct the violation.
- (3) Any previous violations committed by the violator.

I. ORDER:

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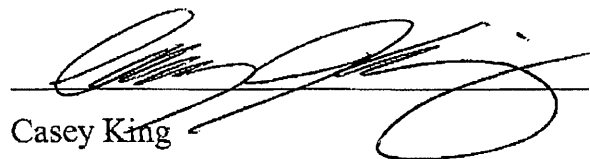
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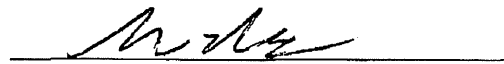
DONE AND ORDERED this day of August 20, 2019

CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF DESTIN, FLORIDA

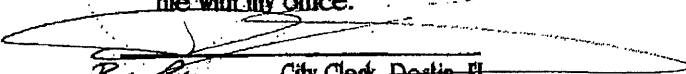

Casey King

This will certify that a true copy of this order was furnished to Mark Jones at 2326 Edgemere Lake Cir, Marietta, GA 30062 by United States mail, this day of

August 21, 2019


William Morales, Code Enforcement Officer
City of Destin, Florida

I hereby certify this is a
true and correct copy as is on
file with my office.


Ray Boney, City Clerk, Destin, FL

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 21st day of August 2021 by

Code Compliance officer,
Billy Morales

Kimberly I. Montgomery
Signature of Person Taking Acknowledgement

Kimberly I. Montgomery
Printed name of Person Taking Acknowledgement

Personally known ✓ or has produced identification



KIMBERLY I. MONTGOMERY
Commission # GG 174770
Expires March 5, 2022
Bonded Thru Budget Notary Services

Wendy Turnpaugh

From: William Morales <wmorales@cityofdestin.com>
Sent: Wednesday, November 16, 2022 2:21 PM
To: Wendy Turnpaugh; Code Compliance Department
Cc: Kimberly Kopp
Subject: RE: case # 18-001981 and 18-001979

Good afternoon,

Both of these properties do have current liens on them.

Daily fines of \$250 were placed on both on April, 6 2019.

As of today;

1,320 days X \$250 = \$330,000 for each property.

William Morales

Code Compliance Officer
City of Destin
Office: 850-279-6062
After Hours Line: 850-279-6658
Code Compliance Direct Email Code@cityofdestin.com



From: Wendy Turnpaugh <wturnpaugh@mcneasetitle.com>
Sent: Wednesday, November 16, 2022 1:42 PM
To: Code Compliance Department <codecompliance@cityofdestin.com>
Subject: case # 18-001981 and 18-001979

Some people who received this message don't often get email from wturnpaugh@mcneasetitle.com. [Learn why this is important](#)

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

Good Afternoon,

Attached are copies of two (2) orders imposing administrative fines/liens filed against Mark Jones. We are handling a sale of the Estate of Mark Jones (he passed away earlier this year) of the property listed in case 18-001981 and need to know what the status of both of these orders are. If there are funds due I need to get something in writing stating the amount due for each case # and if nothing due and this is cleared up then we will need a release of both of these orders.

Please respond as quickly as possible as we are working towards a closing the first week of December but need to get this cleared up.

Thank you and please call me if you have any question.

HOLIDAY NOTICE: Our offices will be closed on Thursday 11/24/22 and Friday 11/25/22 for Thanksgiving and Thursday 12/23/22, Friday 12/24/22 and Monday 12/26/22 for Christmas.

Wendy Turnpaugh

Closing Assistant to Cindy Kelley

McNeese Title, LLC

36468 Emerald Coast Parkway

Suite 1201

Destin, Florida 32541

850-337-4242 phone

850-337-4243 fax

NOTE: DUE TO POTENTIAL FRAUDULENT EMAIL SCAMS, PLEASE CALL OUR OFFICE TO CONFIRM WIRING INSTRUCTIONS PRIOR TO SENDING ANY FUNDS.

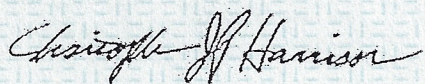
“Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure.”

GEORGIA DEATH CERTIFICATE

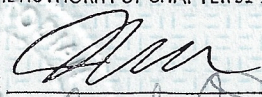
State File Number **2022GA000006148**

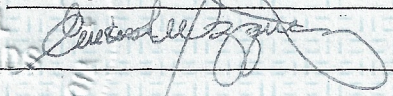
1. DECEDENT'S LEGAL FULL NAME (First, Middle, Last) MARK STEVEN JONES		1a. IF FEMALE, ENTER LAST NAME AT BIRTH		2. SEX MALE		2a. DATE OF DEATH (Mo., Day, Year) ACTUAL DATE OF DEATH 01/26/2022	
3. SOCIAL SECURITY NUMBER 258-25-8872		4a. AGE (Years) 61		4b. UNDER 1 YEAR Mos. Days Hours Mins.		4c. UNDER 1 DAY 04/05/1960	
6. BIRTHPLACE GEORGIA		7a. RESIDENCE - STATE GEORGIA		7b. COUNTY COBB		7c. CITY, TOWN MARIETTA	
7d. STREET AND NUMBER 2326 EDMERE LAKE CIRCLE				7e. ZIP CODE 30062		7f. INSIDE CITY LIMITS? NO	
8a. USUAL OCCUPATION OWNER AND OPERATOR				8b. KIND OF INDUSTRY OR BUSINESS MARKETING RESEARCH			
9. MARITAL STATUS DIVORCED		10. SPOUSE NAME				11. FATHER'S FULL NAME (First, Middle, Last) DON JUAN JONES	
12. MOTHER'S MAIDEN NAME (First, Middle, Last) MARTHA PARADISE		13a. INFORMANT'S NAME (First, Middle, Last) CAROLYN ASHLEY JONES				13b. RELATIONSHIP TO DECEDENT DAUGHTER	
13c. MAILING ADDRESS 2326 EDMERE LAKE CIRCLE MARIETTA GEORGIA 30062						14. DECEDENT'S EDUCATION MASTER'S DEGREE	
15. ORIGIN OF DECEDENT (Spanish/Hispanic/Latino) NO, NOT SPANISH/HISPANIC/LATINO				16. DECEDENT'S RACE (White, Black, American Indian, etc.) (Specify) WHITE			
17a. IF DEATH OCCURRED IN HOSPITAL INPATIENT				17b. IF DEATH OCCURRED OTHER THAN HOSPITAL (Specify)			
18. HOSPITAL OR OTHER INSTITUTION NAME (If not in either give street and no.) EMORYS ST. JOSEPH'S HOSPITAL				19. CITY, TOWN or LOCATION OF DEATH ATLANTA		20. COUNTY OF DEATH FULTON	
21. METHOD OF DISPOSITION (specify) CREMATION		22. PLACE OF DISPOSITION CREMATION SOCIETY OF GEORGIA 1826 MARIETTA BOULEVARD ATLANTA GEORGIA 30318				23. DISPOSITION DATE (Mo., Day, Year) 01/31/2022	
24a. EMBALMER'S NAME		24b. EMBALMER LICENSE NO.		25. FUNERAL HOME NAME CREMATION SOCIETY OF GA INC			
25a. FUNERAL HOME ADDRESS 1826 MARIETTA BLVD NW ATLANTA GEORGIA 30318							
26a. SIGNATURE OF FUNERAL DIRECTOR MARTY BYARS				26b. FUN. DIR. LICENSE NO. 4573		AMENDMENTS	
27. DATE PRONOUNCED DEAD (Mo., Day, Year) 01/26/2022		28. HOUR PRONOUNCED DEAD 23:29 MILITARY					
29a. PRONOUNCER'S NAME LAKEISHA R BERTRAND				29b. LICENSE NUMBER 8811		29c. DATE SIGNED 01/26/2022	
30. TIME OF DEATH 23:29 MILITARY				31. WAS CASE REFERRED TO MEDICAL EXAMINER NO			
32. Part I. Enter the chain of events-diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, Or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.						Approximate interval between onset and death	
IMMEDIATE CAUSE (Final disease or condition resulting in death)						1-2 YEARS	
A. VALVULAR HEART DISEASE Due to, or as a consequence of						UNKNOWN	
B. CHRONIC SYSTOLIC HEART FAILURE Due to, or as a consequence of						UNKNOWN	
C. HYPERTROPHIC CARDIOMYOPATHY Due to, or as a consequence of						UNKNOWN	
D. VENTRICULAR TACHYCARDIA Due to, or as a consequence of						UNKNOWN	
Part II. Enter significant conditions contributing to death but not related to cause given in Part 1A. If female, indicate if pregnant or birth occurred within 90 days of death.				33. WAS AUTOPSY PERFORMED? NO		34. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?	
35. TOBACCO USE CONTRIBUTED TO DEATH UNKNOWN		36. IF FEMALE (range 10-54) PREGNANT NOT APPLICABLE				37. ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED (Specify) NATURAL	
38. DATE OF INJURY (Mo., Day, Year)		39. TIME OF INJURY		40. PLACE OF INJURY (Home, Farm, Street, Factory, Office, Etc.) (Specify)		41. INJURY AT WORK? (Yes or No)	
42. LOCATION OF INJURY (Street, Apartment Number, City or Town, State, Zip, County)							
43. DESCRIBE HOW INJURY OCCURRED						44. IF TRANSPORTATION INJURY	
45. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated. Medical Certifier (Name, Title, License No.) DAVID MARKHAM, MD, 069311				46. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. Medical Examiner/Coroner (Name, Title, License No.)			
45a. DATE SIGNED (Mo., Day, Year) 01/31/2022		45b. HOUR OF DEATH 23:29 MILITARY		46a. DATE SIGNED (Mo., Day, Year)		46b. HOUR OF DEATH	
47. NAME, ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH DAVID MARKHAM 5671 PEACHTREE DUNWOODY RD ROAD ATLANTA GEORGIA 30342							
48. REGISTRAR (Signature) /S/ CHRISTOPHER JP HARRISON						49. DATE FILED - REGISTRAR (Mo., Day, Year) 02/02/2022	

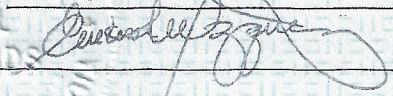
THIS IS TO CERTIFY THAT THIS IS A TRUE REPRODUCTION OF THE ORIGINAL RECORD ON FILE WITH THE STATE OFFICE OF VITAL RECORDS,
GEORGIA DEPARTMENT OF PUBLIC HEALTH. THIS CERTIFIED COPY IS ISSUED UNDER THE AUTHORITY OF CHAPTER 31-10, CODE OF GEORGIA
AND 511-1-3 DPH RULES AND REGULATIONS.



STATE REGISTRAR AND CUSTODIAN
GEORGIA STATE OFFICE OF VITAL RECORDS

COUNTY CUSTODIAN: 

ISSUED BY: 

DATE ISSUED: 

FEB 02 2022

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Timeline of Relevant Medical Events

The dates below reflect the 11 hospitalizations of Mark Jones since October of 2018 due to progressing heart failure culminating in his death in January of 2022 at the age of 61. This does not include the many doctor's visits, out-patient procedures and at-home care that go into dealing with and fighting a terminal illness.

Oct 31-Nov 12, 2018

Admitted to Emory St. Joe's hospital due to massive heart attack. Multi-week ICU stay on ventilator

Feb 26-March 13, 2019

Open heart surgery with serious complications (the surgery on Nov 1 did not work, neither did this open heart surgery so he continued being extremely ill)

March 24-April 2, 2019

Hospitalization due to surgical complications

April 17-18, 2019

Hospitalization due to low oxygen levels

July 2-7, 2019

Hospitalization due to fluid retention and medication issue

Nov 19-22, 2019

Hospitalization and next stage diagnosis of chronic stolic heart failure

May 10-June 4, 2020

Prolonged hospitalization due to significant fluid retention

September, 2020

Hospitalization and prescribed at-home nurse with full time oxygen support

March 2-7, 2021

Hospitalization, end stage diagnosis, permanent IV drip

April 12-14, 2021

Hospitalization and increased max IV medication

Dec 27-January 26, 2022

Hospitalization due to major fluid retention and kidney failure

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 3, 2023**TYPE OF AGENDA ITEM:** Presentation**AGENDA OUTLINE NUMBER:** 1.D.**TO:** City Council**THRU:** Lance Johnson, City Manager**FROM:** Kimberly Corbin, Code Compliance Director
Noell Bell, Chief Building Official
Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney**DATE:** December 26, 2022**SUBJECT:** Lien Reduction Request - Mr. William Roof - 351 Sailfish

I. BACKGROUND: The current code compliance lien on the subject property is in the total amount of \$50,250. This amount reflects 201 days of noncompliance from 1/22/2022 through 8/11/2022 at \$250 a day per recorded order of the Special Magistrate. Because the property was brought into compliance on 8/11/2022, the lien stopped accruing additional fines on that day.

The applicant was asked to pay administrative fees in the amount of \$1000 to reflect actual costs incurred by the City in staff time for enforcement and special magistrate hearings, but the applicant has not paid the administrative fines to date due to a claim of financial hardship.

II. DISCUSSION:

The subject property was previously the subject of a code compliance action before the City's special magistrate, and was found in violation of City Code for excessive junk in the front yard. After entry of the order of violation, the City recorded the attached lien in the public records on June 17, 2022. The property is now in compliance through actions of the property owner, Mr. Roof, and Mr. Roof is requesting that the lien be released. Mr. Roof and his parents anticipate being present to make this request and respond to any questions of the City Council. Additionally, Mr. Roof has submitted the following information in support of her request:

This is a request to get \$50,250 removed from the lien on my property at 351 Sailfish Drive.

I was incarcerated during the time the lien was put on my property. Prior to the incarceration, I had been working on my property to get it up to code. My house was in compliance after the first citation was given to me. I left the state for my divorce hearing to come back to a new citation from a different officer. While incarcerated, the city discussed bringing a dumpster to my property to have city workers clean up the yard. Once this was completed, all the fees was said to be waived. I respectfully declined in order to clean it up myself after my incarceration because I felt this was not an effective way to spend taxpayers' money. After my incarceration, it was a priority to clean up my property. Once it was in compliance, the city office continually stalled to have further penalties stopped and requested I return to future meetings. When I tried reaching out to the code compliance director during this time, he was on vacation.

Because of these events, I believe the lien should be removed. My property was up to code from the first compliance officer and because of unforeseen circumstances, I was unable to personally take care of my property after given the additional citations. My property meets all codes as of today and will take precedence in the future.

*Respectfully,
William Roof*

See sec. 14-81(e) of the City's Land Development Code provides in relevant part:

A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body and the local governing body may execute a satisfaction or release of lien entered pursuant to this section.

If the City Council approves the request, the City Clerk and City Land Use Attorney will coordinate to record a release of lien in the public records, and the existing lien will be void, and of no further force and effect.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): Any amount collected will default into General Fund Miscellaneous Revenue (01300-369000). Section 3.14(a) of the City Charter allows for such unanticipated revenues to be appropriated by Council.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

The current code compliance lien on the subject property is in the total amount of \$50,250.

This amount reflects 201 days of noncompliance from 1/22/2022 through 8/11/2022 at \$250 a day per recorded order of the Special Magistrate.

Because the property was brought into compliance on 8/11/2022, the lien stopped accruing additional fines on that day.

It recommended that the City Council review the information provided by Mr. Roof, and determine if a reduction in the lien amount is appropriate in this matter.

IV. RECOMMENDED MOTION: I move to reduce the lien on the subject property to a total lien amount of \$_____.

OR

I move to remove the lien from the subject property, in its entirety.

OR

Take no action.

Attachments:

1. Order Imposing Administrative Lien -
351 Sailfish

**`CODE ENFORCEMENT SPECIAL MAGISTRATE
OF THE
CITY OF DESTIN, FLORIDA
March 08, 2022**

CITY OF DESTIN, FLORIDA

DEPARTMENT OF CODE ENFORCEMENT

Petitioner

Vs.

CASE #: CEN-000314-2021

William L Roof Jr

Respondent

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE was brought for public hearing before the Code Enforcement Special Magistrate of the City of Destin, Florida, on December 21, 2021, after due notice to the Respondent, and the Special Magistrate, having heard testimony under oath, received evidence, heard argument, and approved its Findings of Fact, Conclusions of Law, and Order, duly issued said Order, which was furnished to Respondent. Said Order found to following violation:

**Code of Ordinances Sec. 9.05.00.B – Conserve established
residential neighborhoods**

Full Description: Registration required. B. Public nuisances which tend to annoy the neighborhood, depreciate property values, injure public health or are deemed inconsistent with community standards may have a deleterious effect on a neighborhood. Therefore, public nuisances in the city shall be the same as described in Florida Statutes chapter 823.

Said Order required Respondent at the property located at 351 SailFish Drive , DESTIN, FL 32541 , located in Okaloosa County. (Tax Parcel ID #00-2S-22-490A-000A-0080), to correct the aforesaid violation on or before January 21, 2022

The Respondent is further ordered to contact the Code Enforcement Department of the City of Destin to verify compliance with this Order.

Said Order stated that in the event that City staff finds that the aforesaid property is not brought into compliance after January 21, 2022, the Respondent may be ordered to pay a fine not to exceed \$250.00 per day for each day such violation continues to exist beyond the above stated date for compliance.

After being sworn, the Code Enforcement Office certified to the Special Magistrate that the Respondent has not taken the corrective action ordered by the Special Magistrate, or that Respondent has repeated the violation.

In determining the amount of the fine to be imposed, if any, the Special Magistrate has considered the following factors:

- (1) The gravity of the violation.
- (2) Any actions taken by the violator to correct the violation.
- (3) Any previous violations committed by the violator.

I. ORDER:

It has been brought to the Special Magistrate's attention by the City's Code Enforcement Officer that the Respondent continues to be in violation.

The Special Magistrate orders that a fine in the amount of \$250.00 per day be imposed against the property for each and every day the violation continues to exist at 351 SailFish Drive, DESTIN, FL 32541, located in Okaloosa County (Tax Parcel ID 00-2S-22-490A-000A-0080), after January 21st, 2022.

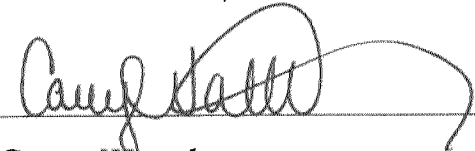
This Order shall be recorded in the public records of Okaloosa County, Florida, and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by Respondent.

A true and correct copy of this Order Imposing Administrative Fine/Lien shall be delivered to Respondent by United States Postal Service regular mail, by hand delivery or posting on property where violation exist.

DONE AND ORDERED this day of March 08, 2022

CODE ENFORCEMENT SPECIAL MAGISTRATE

CITY OF DESTIN, FLORIDA



Casey Waterhouse

This will certify that a true copy of this order was furnished to William L Roof Jr at 351 SailFish Drive, FL, 32541 by United States mail, this day of

March 8, 2022

I hereby certify this is a
true and correct copy as is on
file with my office.


REY BAILEY, City Clerk, Destin, FL.

**CODE COMPLIANCE BOARD
OF THE
CITY OF DESTIN, FLORIDA
December 21, 2021**

CASE # CEN-000314-2021

City of Destin, Department of Code Compliance
PETITIONER

-Vs-

William L Roof Jr
RESPONDENT

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

THIS CASE comes for public hearing before the Code Compliance Special Magistrate of the City of Destin on December 21st, 2021, after due notice to the Respondent, and the Board, having heard testimony under oath, received evidence, and heard argument, hereby issues its Findings of Fact, Conclusions of Law, and Order, as follows:

I. FINDINGS OF FACT:

The Respondent, whose mailing address is 351 SailFish Drive, Destin, FL 32541, is the owner of the property described as 00-2S-22-490A-000A-0080 also known as 351 SailFish Drive, Destin, FL 32541. The following conditions exist on subject property:

9.05.00.B - Conserve established residential neighborhoods.

B. Public nuisances which tend to annoy the neighborhood, depreciate property values, injure public health, or are deemed inconsistent with community standards may have a deleterious effect on a neighborhood. Therefore, public nuisances in the city shall be the same as described in Florida Statutes chapter 823.

II. CONCLUSIONS OF LAW:

This is a lawfully constituted code compliance proceeding convened pursuant to Chapter 162, Part I, Florida Statutes, and Chapter 14, Article III, Code of Ordinances of the City of Destin. The City of Destin Code Compliance Special Magistrate has jurisdiction over the subject matter and the Respondent. Notice of this proceeding has been duly provided to Respondent as required by City Code.

The Respondent, William L Roof Jr, by reason of the foregoing facts, is in violation of the Code of Ordinances, City of Destin, Florida, to wit: Section 9.05.00.B. The Respondent is subject to

the enforcement jurisdiction of City of Destin, Florida Code Compliance Special Magistrate.

III. ORDER:

1. The Respondent is to correct the aforesaid violation on or before January 21, 2022
By cleaning and bringing said property into compliance. Failure to do so will violate this order and legal proceedings will be brought forth charging you with a violation of this code.
2. The Respondent is further ordered to contact the Code Compliance Department of the City of Destin to verify compliance with this Order.
3. In the event that City staff finds that the aforesaid property is not brought into compliance by ~~December 21, 2021~~, the Respondent may be ordered to pay a fine not to exceed \$250.00 for the first violation, and a fine not to exceed \$500.00 per day for each violation thereafter. Assessment of such penalties shall be as provided by law.
4. An administrative fee of \$500.00 is assessed against the Respondent and shall be paid on or before January 21, 2022.

DONE AND ORDERED this 21st day of December 2021.

CODE COMPLIANCE SPECIAL MAGISTRATE
CITY OF DESTIN, FLORIDA

By: 
Casey Waterhouse

I HEREBY CERTIFY that a true and correct copy of the forgoing Finding of Fact, Conclusions of Law, and Order has been sent by mail to the respondent, this 21 day of December, 2021.

By: 
Danny Sullivan, Code Compliance Officer
City of Destin, FL

I hereby certify this is a
true and correct copy as is on
file with my office.


RAY BARLEY, City Clerk, Destin, FL

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 3, 2023

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director
Lisa Firth, Parks & Rec Director

FROM: Michael Burgess, Public Services Director

DATE: 12/08/2022

SUBJECT: Purchase of a John Deere ProGator 2020A and HD200 Select Sprayer

I. BACKGROUND: The Department of Parks & Recreation requested Field Spraying equipment in the FY23 budget. This item was approved in the FY23 budget process.

II. DISCUSSION: This equipment will be used to spray fertilizer, selective herbicides, and insecticides on the City's athletic fields, City properties, rights-of-way, etc.

Attachments Include:

ATT1: Sourcewell Contract quote from Beard Equipment

ATT2: Photo of John Deere Gator/Sprayer

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

IV. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): A quote for this equipment from Beard Equipment (Freeport, FL) is included as ATT1. Pricing for this equipment is from a Sourcewell Grounds Maintenance Contract (031121-DAC, PG NB CG 70) and totals \$55,049.08.

30058585-564000-RRVEH	
Motorized Equip-Renew & Replace	\$ 598,000
FY23 Adopted Budget	598,000
Prior Year Rollforward for encumbrances	168,812
Revised Budget	766,812
Previous Expenses/Encumbrances	(307,742)
Available Program Budget	459,070
This Agreement +(-)	(55,049)
FY23 Remaining Program Budget	\$ 404,021

C. Level of Service (LOS): Improved turf conditions on recreational fields, city properties, rights-of-way, etc.

D. Legislative Sponsor:

III. CONCLUSION: If approved, staff will initiate the process to create a Purchase Order for this equipment.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to issue a Purchase Order to Beard Equipment for \$55,049.08.

Attachments:

1. ATT1: Destin Gator Sprayer quote
Dec 2022
2. ATT2: Photo - John Deere 2020a
Gator w HD200 Spray Rig

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: 27934430
Created On: 15 December 2022
Last Modified On: 15 December 2022
Expiration Date: 30 December 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE ProGator 2020A (Gas) Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date: December 14, 2022	\$ 44,097.00	\$ 33,513.72 X	1 =	\$ 33,513.72
JOHN DEERE HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A, 2030) Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date: December 14, 2022	\$ 28,795.00	\$ 21,884.20 X	1 =	\$ 21,884.20
Equipment Total				\$ 55,397.92

Quote Summary

Equipment Total	\$ 55,397.92
Trade In	
SubTotal	\$ 55,397.92
Est. Service Agreement Tax	\$ 0.00
Total	\$ 55,397.92
Balance Due	\$ 55,397.92

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 27934430

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 ProGator 2020A (Gas)

Hours:
Suggested List *
Stock Number:
\$ 44,097.00
Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Selling Price *
\$ 33,513.72
Price Effective Date: December 14, 2022

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
140CTC	ProGator 2020A (Gas)	1	\$ 40,651.00	24.00	\$ 9,756.24	\$ 30,894.76	\$ 30,894.76
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
183E	JDLink™ Modem	1	\$ 459.00	24.00	\$ 110.16	\$ 348.84	\$ 348.84
1139	Standard Front Tires 23x10.5-12 (4 PR)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1162	Wide Rear Multi-Trac (2) Tires and (2) Wheels, 26 x 14-12 (4 PR)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1190	2WD Traction Unit	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2200	Factory Installed Auxiliary Hydraulics	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
9776	Cargo Box	1	\$ 2,987.00	24.00	\$ 716.88	\$ 2,270.12	\$ 2,270.12
Standard Options Total			\$ 3,446.00		\$ 827.04	\$ 2,618.96	\$ 2,618.96
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 44,097.00		\$ 10,583.28	\$ 33,513.72	\$ 33,513.72

JOHN DEERE HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A,

Selling Equipment

Quote Id: 27934430

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

Equipment Notes:							Suggested List *
Hours:							\$ 28,795.00
Stock Number:							Selling Price *
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)							\$ 21,884.20
Price Effective Date: December 14, 2022							
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
3769M	HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A, 2030)	1	\$ 18,399.00	24.00	\$ 4,415.76	\$ 13,983.24	\$ 13,983.24
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2002	Gen2 Automatic Rate Controller for Centrifugal or Diaphragm Pump	1	\$ 1,585.00	24.00	\$ 380.40	\$ 1,204.60	\$ 1,204.60
3000	18 Ft. Spray Boom with Electro-Hydraulic Lift	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6452	Stainless Steel Centrifugal Pump	1	\$ 898.00	24.00	\$ 215.52	\$ 682.48	\$ 682.48
9000	Extended Range Flat-Fan Style Nozzle Package	1	\$ 267.00	24.00	\$ 64.08	\$ 202.92	\$ 202.92
9031	Electric Foam Maker	1	\$ 2,428.00	24.00	\$ 582.72	\$ 1,845.28	\$ 1,845.28
9040	Sprayer Storage Stand	1	\$ 1,400.00	24.00	\$ 336.00	\$ 1,064.00	\$ 1,064.00
9055	Electric Reel and 200 Ft. of 1/2 In. Hose, Less Spraygun	1	\$ 3,013.00	24.00	\$ 723.12	\$ 2,289.88	\$ 2,289.88
9060	Spraygun	1	\$ 287.00	24.00	\$ 68.88	\$ 218.12	\$ 218.12
9869	Hose Plumbing Kit	1	\$ 518.00	24.00	\$ 124.32	\$ 393.68	\$ 393.68
Standard Options Total			\$ 10,396.00		\$ 2,495.04	\$ 7,900.96	\$ 7,900.96
Total Selling Price			\$ 28,795.00		\$ 6,910.80	\$ 21,884.20	\$ 21,884.20



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 3, 2023
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: December 15, 2022

SUBJECT: Budget Amendment - Adjust to grant balance

I. BACKGROUND: In August 2022, the TDC adopted an allocation of \$2,540,545 to the City of Destin to fund three capital projects:

\$1,920,545 Beach Acquisition and Park Development
500,000 Harbor Boardwalk Improvements
120,000 Captain Royal Melvin Park (landscaping and finish-work)

=====
\$2,540,545

During FY 2022 the City expended only \$171,376.86 of these funds. When adopting the FY 2023 Budget, the City anticipated we would have a remaining balance of \$1.4 million, but we actually have a balance of \$2.3 million of these awarded TDC funds. Part of the attached budget amendment is to increase the expenditure accounts to the award balances to facilitate expenditure for the above projects.

In November 2022, the City and County adjusted our TDC advance funding agreement, and a budget amendment was adopted. There was one account that should have been decreased on this amendment that was missed. This budget amendment will decrease that account.

II. DISCUSSION: The attached budget amendment will adjust balances in the 305 Capital Project fund to ensure staff access to grant funds to complete capital projects, while also adjusting for a scrivener's error on the budget amendment adopted on November 28, 2022.

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

B. Effect on Budget (EOB): Adopting this budget amendment will ensure access to fully expend the TDC award for FY22/FY23 and will have the following net effect on budget:

NET EFFECT ON FY2023 BUDGET			
		FY 2023 ADOPTED BUDGET	FY 2022 REVISED BUDGET
305300-337712-CM001 TDC 12.5% BEACH PARK IMPRVMTS		2,920,545.00	1,918,1
305300-337712-RC101 TDC 12.5% BOARDWALK IMPRVMT		22,000.00	339,4
305300-337712-CRH63 TDC 12.5% CAPTAIN ROYAL MELV		100,000.00	111,5
305300-381305-CM001 TDC AFA FOR BEACH		10,000,000.00	7,500,0
	SOURCES	13,042,545.00	9,869,1
30557212-561000-CM001 TDC 12.5% LAND ACQUISITION		11,048,822.00	7,020,8
30557212-565000-CM001 TDC 12.5% BEACH PARK IMPRVMTS		871,723.00	1,647,3
30557212-565000-RC101 TDC 12.5% BOARDWALK IMPRVMT		22,000.00	339,4
30557212-565000-CRH63 TDC 12.5% CAPTAIN ROYAL MELV		100,000.00	111,5
30558188-581223-CM001 PMT 1 TO TDC FOR AFA		1,000,000.00	750,0
	USES	13,042,545.00	9,869,1

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: Staff recommend adoption of this budget amendment to ensure proper management of the funds awarded by the TDC for capital projects in Destin during FY 2023. At the end of the Fiscal Year, an ordinance including this budget amendment and all other budget amendments will be presented to Council for consideration.

IV. RECOMMENDED MOTION: I move to adopt Budget Amendment #2.

Attachments:

1. BUDGET AMENDMENT
TDC FY23 FUNDS

CITY OF DESTIN Budget Amendment Form

Fiscal Year 2023
 Period 1
 Ref 1 BUA
 Ref 2 ADJ

Short Description ADJ TDC 12.5% GRANTS
 Effective Date 10/1/2022
 Budget Year Code 1

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)Increase (D)Decrease	AMOUNT	CURRENT BUDGET IN MUNIS	REVISED BUDGET IN MUNIS
30557212 TDC 12.5% 305300	565000 CIP 337712 TDC 12.5%	RC101 BOARDWALK RC101 BOARDWALK	ADJ TO GRANT BALANCE ADJ TO GRANT BALANCE	I I	\$ 153,681.33 \$ 317,468.64	\$ 185,787.31 \$ 22,000.00	\$ 339,468.64 A1 \$ 339,468.64 A2
30557212 TDC 12.5% 305300	565000 CIP 337712 TDC 12.5%	CRH63 CAPT ROYAL MELVIN CRH63 CAPT ROYAL MELVIN	ADJ TO GRANT BALANCE ADJ TO GRANT BALANCE	D I	\$ 9,631.89 \$ 11,500.00	\$ 121,131.89 \$ 100,000.00	\$ 111,500.00 B1 \$ 111,500.00 B2
30558188 TXFR OUT	581223 TXFR TO 223 FUND	CM001 BEACH	REDUCE AS PER 11/28/22 ILA AMENDMT	D	\$ 250,000.00	\$ 1,000,000.00	\$ 750,000.00 C
30557212 TDC 12.5% 30557212 TDC 12.5% 305300	561000 LAND 565000 CIP 337712 TDC 12.5%	CM001 BEACH CM001 BEACH CM001 BEACH	ADJ TO GRANT BALANCE ADJ TO GRANT BALANCE ADJ TO GRANT BALANCE	D I D	\$ 1,527,959.50 \$ 652,614.00 \$ 1,125,345.50	\$ 8,648,822.00 \$ 994,723.00 \$ 3,043,545.00	\$ 7,020,862.50 D \$ 1,647,337.00 E \$ 1,918,199.50 F
							\$

Created by: KS
 Entered by: _____
 Approved by: _____

Date 12/15/22

Note
 See also Grant set-up JE
 305-133212 A/R and 305-223212 Def Rev

NET EFFECT ON FY2023 BUDGET

	FY 2023 ADOPTED BUDGET	FY 2023 REVISED BUDGET	VARIANCE
305300-337712-CM001 TDC 12.5% BEACH PARK IMPRVMTS	2,920,545.00	1,918,199.50	(1,002,345.50)
305300-337712-RC101 TDC 12.5% BOARDWALK IMPRVMT	22,000.00	339,468.64	317,468.64
305300-337712-CRH63 TDC 12.5% CAPTAIN ROYAL MELV	100,000.00	111,500.00	11,500.00
305300-381305-CM001 TDC AFA FOR BEACH	10,000,000.00	7,500,000.00	(2,500,000.00)
SOURCES	13,042,545.00	9,869,168.14	(3,173,376.86)
30557212-561000-CM001 TDC 12.5% LAND ACQUISITION	11,048,822.00	7,020,862.50	(4,027,959.50)
30557212-565000-CM001 TDC 12.5% BEACH PARK IMPRVMTS	871,723.00	1,647,337.00	775,614.00
30557212-565000-RC101 TDC 12.5% BOARDWALK IMPRVMT	22,000.00	339,468.64	317,468.64
30557212-565000-CRH63 TDC 12.5% CAPTAIN ROYAL MELV	100,000.00	111,500.00	11,500.00
30558188-581223-CM001 PMT 1 TO TDC FOR AFA	1,000,000.00	750,000.00	(250,000.00)
USES	13,042,545.00	9,869,168.14	(3,173,376.86)

Budget overruns - actual payments for project scopes as approved herein may exceed the amounts budgeted herein to the extent funds are available within accumulated TDT funds.

The Tourist Development Council recommended approval at its May 18, 2022 meeting.

<u>City of Crestview</u>	<u>Funding</u>
Wayfinding Systems & Kiosks	\$15,000
Brookmeade Park (Skate Park & RC Track)	\$275,000
Sports Complex & Nature Trails	\$120,000
Marketing & Promotions	<u>\$15,000</u>
	\$425,000

<u>City of Destin</u>	<u>Funding</u>	
Beach Acquisition Phase I	\$1,920,545	FY22+23 PM001 + AFA \$1m
Harbor Boardwalk Improvements	\$500,000	RC101
Captain Royal Melvin Park	\$120,000	CRH63
Beach & Boardwalk Operations	<u>\$200,000</u>	0157291 Park Ops
	\$2,740,545	

Rev = 337712

Exp GPs = 0157291

CIP = 30557212

TDC 12.5% Expenditure Plans

	TOTAL	FY22 EXP	FY23 BUDGET	Budget is	Adj
BEACH OPS (01300-337712 and 0157291)	200,000.00		200,000.00	200,000.00	-
BOARDWALK IMPROV RC101	500,000.00	160,531.36	339,468.64	185,787.31	153,681.33 A
CAPTAIN ROYAL MELVIN CRH63	120,000.00	8,500.00	111,500.00	121,131.89	(9,631.89) B
BEACH ACQUISITION CM001**	1,920,545.00	2,345.50	1,918,199.50		1,918,199.50
	<u>2,740,545.00</u>	<u>171,376.86</u>	<u>2,569,168.14</u>		

SOURCES

	FY23 BUDGET	Rev Budget is	Adj
BEACH ACQUISITION 305300-337712-CM001	1,918,199.50	3,043,545.00	(1,125,345.50) F
AFA FOR TDC 12.5% 305300-381305-CM001	7,500,000.00	7,500,000.00	-
	<u>9,418,199.50</u>		

USES

	Exp Budget is	Adj
PAYMENT OF AFA 30558188-581223-CM001	750,000.00	1,000,000.00 (250,000.00) C
TARPON LAND ACQUISITION 30557212-561000-CM001	7,020,862.50	8,548,822.00 (1,527,959.50) D
CRYSTAL & TARPON DESIGN/DEMO/CONST 30557212-565000-CM001	1,647,337.00	994,723.00 652,614.00 E
	<u>9,418,199.50</u>	<u>10,543,545.00</u> (1,125,345.50)

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CITY of DESTIN, FL
YEAR-TO-DATE BUDGET REPORT



IP 1
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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJUSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
305 CAPITAL PROJECTS						
30557212	TDC 12.5%					
305 -57-572-85-00-561000-CM001						
11,048,822.00						
305 -57-572-85-00-565000-CM001						
871,723.00						
305 -57-572-85-00-565000-CRH63						
100,000.00						
305 -57-572-85-00-565000-RC101						
22,000.00						
TOTAL TDC 12.5%						
12,042,545.00						
TOTAL CAPITAL PROJECTS						
12,042,545.00						
TOTAL EXPENSES						
12,042,545.00						
GRAND TOTAL						
12,042,545.00						

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A RC101 Boardwalk s/b 339,468.64 I 153,681.33
B CRH63 Park s/b 111,500 D 9631.88
D CM001 LAND s/b 7,020,862.50 D 1,527,929.50
E CM001 Park CIP s/b 1,647,337 I 652 614

305300-33712-00001
1527929.50
652614.00
2345.50
1527929.50
652614.00
2345.50

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CITY of DESTIN, FL
YEAR-TO-DATE BUDGET REPORT



IP 1
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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
305 CAPITAL PROJECTS						
30558188 TXFR OUT OF 305						
305 -58-581-88-00-581223-CM001						
1,000,000.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00	.0%
TOTAL TXFR OUT OF 305						
1,000,000.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00	.0%
TOTAL CAPITAL PROJECTS						
1,000,000.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00	.0%
TOTAL EXPENSES						
1,000,000.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00	
GRAND TOTAL						
1,000,000.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00	.0%

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CITY of DESTIN, FL
YEAR-TO-DATE BUDGET REPORT

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
305 CAPITAL PROJECTS						
305300 REVENUE						
305 -30-000-00-00-331303-RC216			RESTORE PARK CIP GRANT CTP			
-729,918.00	0.00	-729,918.00	0.00	0.00	-729,918.00	.0%
305 -30-000-00-00-331390-ARP			ARP - AMERICAN RECOVERY PLAN			
-1,135,133.00	0.00	-1,135,133.00	0.00	0.00	-1,135,133.00	.0%
305 -30-000-00-00-334400-CRT17			STATE GRANT - MULTIMODAL			
-270,000.00	0.00	-270,000.00	0.00	0.00	-270,000.00	.0%
305 -30-000-00-00-334491-EN615			STATE GRANT - TRANSPORTATI			
-1,137,809.00	-1,800,000.00	-3,137,809.00	0.00	0.00	-3,137,809.00	.0%
305 -30-000-00-00-337712-CM001			TDC 12.5%			
-2,920,545.00	-123,000.00	-3,043,545.00	0.00	0.00	-3,043,545.00	.0%
305 -30-000-00-00-337712-CRH63			TDC 12.5%			
-100,000.00	0.00	-100,000.00	0.00	0.00	-100,000.00	.0%
305 -30-000-00-00-337712-RC101			TDC 12.5%			
-22,000.00	0.00	-22,000.00	0.00	0.00	-22,000.00	.0%
305 -30-000-00-00-337714-CM001			TDC BOCC			
0.00	-9,914,307.00	-9,914,307.00	0.00	0.00	-9,914,307.00	.0%
305 -30-000-00-00-337715-EN615			BOCC XTOWN CONNECT GRANT			
-3,300,000.00	0.00	-3,300,000.00	0.00	0.00	-3,300,000.00	.0%
305 -30-000-00-00-381305-			TXFER TO 305			
-905,000.00	0.00	-905,000.00	0.00	0.00	-905,000.00	.0%
305 -30-000-00-00-381305-CM001			TXFER TO 305			
-10,000,000.00	2,500,000.00	-7,500,000.00	0.00	0.00	-7,500,000.00	.0%
TOTAL REVENUE						
-20,720,405.00	-9,337,307.00	-30,057,712.00	0.00	0.00	-30,057,712.00	.0%
TOTAL CAPITAL PROJECTS						
-20,720,405.00	-9,337,307.00	-30,057,712.00	0.00	0.00	-30,057,712.00	.0%
TOTAL REVENUES						
-20,720,405.00	-9,337,307.00	-30,057,712.00	0.00	0.00	-30,057,712.00	.0%
GRAND TOTAL						
-20,720,405.00	-9,337,307.00	-30,057,712.00	0.00	0.00	-30,057,712.00	.0%

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305 CAPITAL PROJECT FUND

FUND ORG	OBJ	PROJECT ACCOUNT DESCRIPTION	2021 ACTUALS	2022 PROJECTION	FY 2023 ADOPTED BUDGET	FY 2024	FY 2025
305 305300	331302	CRH63 RESTORE PARK CIP GRANT	-	609,138	-	-	-
305 305300	331303	RC216 RESTORE PARK CIP GRANT CTP	-	-	729,918	-	-
305 305300	331390	ARP - AMERICAN RECOVERY PLAN	-	495,072	1,135,133	-	-
305 305300	331700	LB001 FED GRANT / IMLS CARES LIBRARY	-	22,266	-	-	-
305 305300	334380	SW55 STATE GRANT - FDEM STORMWATER	-	83,719	-	-	-
305 305300	334400	CRT17 STATE GRANT - LINEAR TRAIL	-	-	270,000	-	-
305 305300	334491	EN615 STATE GRANT - TRANSPORTATI	-	1,387,009	1,337,809	-	-
305 305300	337714	CM001 BOCC BEACH LAND ACQ GRANT	-	101,776	13,454,307	-	-
305 305300	337712	CM001 TDC 48.5% of 12.5%	-	48,703	2,920,545	1,000,000	1,000,000
305 305300	337712	RC101 TDC 48.5% of 12.5%	-	-	22,000	-	-
305 305300	337712	CRH63 TDC 48.5% of 12.5%	-	-	100,000	-	-
305 305300	337715	EN615 BOCC XTOWN CONNECTOR GRANT	-	-	3,300,000	-	-
305 305300	366540	NORG1 PRIVATE DONATION ROAD	-	30,750	-	-	-
305 305300	331500	FM637 FEMA - CTP SEAWALL MICHAEL	-	-	-	-	-
305 305300	331301	SW511 NFWF STORMWATER CIP GRANT	-	-	-	-	-
Total 305300 REVENUE			-	2,778,432	23,269,712	1,000,000	1,000,000
305 30553833	565000	SW511 NFWF STORMWATER CIP	374,025	-	-	-	-
305 30553833	564000	SW55 FDEM STORMWATER EQUIP	-	83,718	-	-	-
Total 30553833 PHYS ENVIR CAP GRANT EXPS			374,025	83,718	-	-	-
305 30554036	565000	NORG1 NORRIEGO PT ROAD	-	30,750	-	-	-
305 30554133	561000	EN615 FDOT TRIP CROSS TOWN CONNECTOR (ROW)	-	959,641	-	-	-
305 30554133	565000	EN615 FDOT TRIP CROSS TOWN CONNECTOR (ROW)	336.44	427,368	1,337,809	-	-
305 30554100	565000	EN615 BOCC X-TOWN CONNECTOR - CONSTRUCTION	-	-	3,300,000	-	-
305 30554200	565000	CRT17 STATE - LINEAR TRAIL	-	-	270,000	-	-
Total 30554XXX ROAD/TRAIL GRANTS			336	1,417,759	4,907,809	-	-
305 30555900	565000	ARP ARP - AMERICAN RECOVERY PLAN	-	495,072	1,135,133	-	-
Total 30555900 CAP GRANT EXPS			-	495,072	1,135,133	-	-
305 30557133	564090	LB001 COMPUTER EQ/SOFT TECHNOLOGY	50,366	22,266	-	-	-
305 30557133	565000	RC130 MUSEUM BLDG GRANT	-	-	-	-	-
Total 30557133 LIBRARY CAP GRANT EXPS			50,366	22,266	-	-	-

TREND

305	30557212	561000	CM001	LAND (BEACH)	-	-	-	11,048,822	-	-
305	30557212	565000	CM001	BEACH PARK CIP	-	-	-	871,723	-	-
305	30557212	565000	RC101	HARBOR BOARDWALK	-	-	-	22,000	-	-
305	30557212	565000	CRH63	CAPTAIN ROYAL MELVIN	-	-	-	100,000	-	-
Total 30557212 TDC 12.5%					-	-	-	12,042,545	-	-
305	30557233	565000	CRH63	CAPTAIN ROYAL MELVIN	580,899	609,138	-	-	-	-
305	30557233	563000	FM637	FEMA - CTP SEAWALL MICHAEL	-	-	-	-	-	-
305	30557233	565000	RC216	CLEMENT TAYLOR PARK	-	-	-	729,918	-	-
305	30557233	565000	SALLY	CONSTRUCTION IN PROGRESS	-	-	-	-	-	-
Total 30557233 PARKS CAP GRANT EXPS					580,899	609,138	-	729,918	-	-
305	30557237	561000	CM001	BEACH ACQUISITION BOCC	3,968,216	156,597	-	12,210,000	-	-
305	30557237	565000	CM001	BEACH ACCESS IMPRV BOCC	85,585	-	-	1,244,307	-	-
Total 30557237 BOCC BEACH GRANT					4,053,801	156,597	-	13,454,307	-	-
305	30558500	563000	FM637	INFRASTRUCTURE	-	-	-	-	-	-
305	30558500	565000	ANNEX	ANNEXATION STUDY CAPITAL PROJ	-	-	-	10,000	-	-
305	30558500	565000	CE001	CODE COMPLIANCE VESSL CAP PROJ	-	-	-	-	-	-
305	30558500	565000	CM001	BEACH ACQUISITION	-	-	-	-	-	-
305	30558500	565000	CRH63	CAPTAIN ROYAL MELVIN PARK	96,071	30,289	-	-	-	-
305	30558500	531001	CRH65	HARBOR CAPACITY STUDY	-	250,000	-	-	-	-
305	30558500	565000	FM626	MAIN ST @ KELLY KING	20,271	-	-	-	-	-
305	30558500	565000	EVENT	CITY CTR FEASIBILITY, PLANNING, DESIGN	-	-	-	50,000	-	-
305	30558500	565000	HURRIC	HURRICANE RESPONSE	-	-	-	100,000	-	-
305	30558500	565000	IT002	NETWORK INFRA/SERVERS	-	16,168	-	45,000	-	-
305	30558500	565000	IT003	SOFTWARE: RECTRAC; ASSET MGMT; CIVIC CLRK	-	22,576	-	65,000	-	85,000
305	30558500	565000	LB001	LIBRARY RFID TABLES MOBILE APPS	-	-	-	-	-	-
305	30558500	565000	MARIN	CITY MARINA	-	-	-	-	-	75,000
305	30558500	565000	RC124	PLAYGROUND STRUCTURE	-	-	-	-	-	-
305	30558500	565000	RC125	BUCK DESTIN RESTROOMS	-	-	-	200,000	-	-
305	30558500	565000	RC127	PICKLEBALL COURTS	-	-	-	400,000	-	-
305	30558500	565000	RC130	MUSEUM BLDG IMPROVEMENTS	-	-	-	-	-	-
305	30558500	565000	RC216	CLEMENT TAYLOR PARK RENO	5,456	-	-	35,000	-	-
305	30558500	565000	SALLY	HURRICANE SALLY	53,407	57,234	-	-	-	-
305	30558500	565000	TR618	ZERBE-CALHOUN PEDESTRIAN PATH	24,628	155,932	-	-	-	-
305	30558500	565000	TR621	TRANSIT TROLLEY	-	-	-	-	-	-
305	30558500	565000	TR64	GENERAL WAYFINDING SIGNAGE	-	-	-	-	-	-
305	30558500	563000	TRSAF	XING SAFETY	-	-	-	-	-	-
305	30558500	565000	LB002	ADA DOOR/CHILDREN AREA REMODEL	3,913	86,511	-	-	-	-
TREND					-	-	-	-	-	-

305	30558500	565000	SW530	STORMWATER EQUIP	-	-	-	-	-
305	30558500	565000	TR619	SIBERT-ZERBE PARKING LOT CONSOLIDATION	-	-	-	-	-
305	30558500	564000	XMAS	XMAS DECORATIONS	-	69,846	-	-	-
				Total 30558500 GF MATCH	203,746	688,555	905,000	160,000	-
				Total 305 CAPITAL PROJECT EXPENDITURES	5,263,173	3,473,105	33,174,712	160,000	-
305	305300	381305		TXFR TO 305	203,746	694,674	905,000	160,000	-
305	305300	381305	CM001	BOCC/TDC (AFA) DEBT PROCEEDS	-	-	10,000,000	-	-
305	30558188	581223	CM001	TXFR OUT 2023 DEBT SVC	-	-	(1,000,000)	(1,000,000)	(1,000,000)
305	305300	381305	CM001	TXFR TO 305	4,053,801	-	-	-	-
305	305300	381322	SW51L	TXFR NFWF GRANT	374,025	-	-	-	-
305	305300	381323	CRH63	TXFR RESTORE PARK	580,899	-	-	-	-
305	305300	381305	ENG15	TXFR TO 305	336	-	-	-	-
305	305300	381305	LB001	TXFR TO 305	50,366	-	-	-	-
				Total Other Financing sources (uses)	5,263,173	694,674	9,905,000	(840,000)	(1,000,000)
305				305 Increase (decrease) in Fund Balance	(0)	1	-	-	-
305				305 Fund Balance, beginning of year	-	(1)	-	-	-
305				305 Fund Balance, ending of year	(0)	(0)	-	-	-

315 RESTRICTED CAPITAL PROJECT FUND

FUND ORG	OBJ	PROJECT ACCOUNT DESCRIPTION	2021 ACTUALS	2022 PROJECTION	FY 2023 ADOPTED BUDGET	FY 2024	FY 2025
315	315300	312420	-	247,687	264,384	265,706	267,034
315	315300	323100	-	813,374	780,000	783,900	787,820
315	315300	324110	5,756	1,085	500	500	500
315	315300	324120	-	193	-	-	-
315	315300	324310	370,970	61,052	50,000	50,000	50,000
315	315300	324320	-	17,788	-	-	-
315	315300	324611	38,286	9,298	5,000	5,000	5,000
315	315300	324612	120,162	22,492	15,000	15,000	15,000
315	315300	324622	-	7,137	5,000	5,000	5,000
315	315300	325100	55,000	13,560	30,000	30,000	30,000
315	315300	329509	1,884	5,575	-	-	-
		NPEB	19	14	-	-	-
315	315300	361120	-	-	-	-	-
151	151300	361140	-	-	-	-	-
		BANK INTEREST POLICE 6179	-	-	-	-	-
		INTEREST EARNINGS	-	-	-	-	-

TREND

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CITY of DESTIN, FL
YEAR-TO-DATE BUDGET REPORT



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FOR 2022 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
305 CAPITAL PROJECTS						
30557212	TDC 12.5%					
305 -57-572-85-00-561000-CM001						
305 -57-572-85-00-565000-CM001	484,920.00	484,920.00	0.00	0.00	484,920.00	.0%
305 -57-572-85-00-565000-CM001	0.00	0.00	0.00	0.00	-2,345.50	100.0%*
305 -57-572-85-00-565000-CR063	120,000.00	120,000.00	8,500.00	0.00	111,500.00	7.1%
305 -57-572-85-00-565000-RC101	500,000.00	500,000.00	160,531.36	0.00	339,468.64	32.1%
TOTAL TDC 12.5%	1,104,920.00	1,104,920.00	171,376.86	0.00	933,543.14	15.5%
TOTAL CAPITAL PROJECTS	1,104,920.00	1,104,920.00	171,376.86	0.00	933,543.14	15.5%
TOTAL EXPENSES	0.00	0.00	0.00	0.00	0.00	
GRAND TOTAL	1,104,920.00	1,104,920.00	171,376.86	0.00	933,543.14	15.5%

** END OF REPORT - Generated by Krystal Strickland **

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Kstrickland

CITY of DESTIN, FL
YEAR-TO-DATE BUDGET REPORT



1
glytdbud

FOR 2022 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
305 CAPITAL PROJECTS						
305300 REVENUE						
305 -30-000-00-00-337712-						
0.00						
305 -30-000-00-00-337712-CM001	-1,104,920.00	TDC 12.5% -1,104,920.00	0.00	0.00	-1,104,920.00	.0%*
0.00	0.00	TDC 12.5% 0.00	-8,500.00	0.00	8,500.00	100.0%
305 -30-000-00-00-337712-RC101	0.00	TDC 12.5% 0.00	-160,531.36	0.00	160,531.36	100.0%
0.00						
TOTAL REVENUE	0.00	-1,104,920.00	-169,031.36	0.00	-935,888.64	15.3%
TOTAL CAPITAL PROJECTS						
0.00	-1,104,920.00	-1,104,920.00	-169,031.36	0.00	-935,888.64	15.3%
TOTAL REVENUES						
0.00	-1,104,920.00	-1,104,920.00	-169,031.36	0.00	-935,888.64	
0.00	-1,104,920.00	-1,104,920.00	-169,031.36	0.00	-935,888.64	15.3%

2345.50
Request in FY2023
0.00

** END OF REPORT - Generated by Krystal Strickland **

For municipalities who didn't request or requested less than available funds, the balance of their allocation rolls over to be used in future years.

Budget overruns - actual payments for project scopes as approved herein may exceed the amounts budgeted herein to the extent funds are available within accumulated TDT funds.

The Tourist Development Council recommended approval at its May 18, 2022 meeting.

City of Crestview

Wayfinding Systems & Kiosks	\$15,000
Brookmeade Park (Skate Park & RC Track)	\$275,000
Sports Complex & Nature Trails	\$120,000
Marketing & Promotions	\$15,000
	\$425,000

Est not complete in FY22

City of Destin

Beach Acquisition Phase I	\$1,920,545
Harbor Boardwalk Improvements	\$500,000
Captain Royal Melvin Park	\$120,000
Beach & Boardwalk Operations	\$200,000
	\$2,740,545

FY22

FY23

484,920

143,562.5

500,000

0

120,000

0

200,000

200,000

1,104,920

1,635,625

Line 1

Line 2

606,920

150,000

80,000

50,000

390,000

37,500

150,000

100,000

\$957,500

City of Fort Walton Beach

Arts & Cultural Strategic Plan	\$150,000
Batting Cage Shade/Rain Structure	\$80,000
Downtown/CRA Branding/Wayfinding	\$50,000
Heritage Park & Cultural Center Addition	\$390,000
Liza Jackson Waterfront Park Design	\$37,500
Athletic Complex Expansion	\$150,000
Travel Tournament Maintenance/Repair	\$100,000
	\$957,500

FY 2023

Ops

CIP

\$200,000

\$2,042,545

\$2,042,545

City of Laurel Hill

Welcome Signage	\$32,500
	\$32,500

City of Niceville

Community Aquatic Center Complex	\$150,000
	\$150,000

City of Shalimar

Combs Park Improvements	\$54,280
	\$54,280

FUNDING SOURCE:

Municipality	%	FY 2022	FY 2023	Total Budget	Account
Destin	48.50%	\$1,104,920	\$1,636,875	\$2,741,795	1413-599300
Fort Walton Beach	18.00%	\$410,075	\$607,500	\$1,017,575	1414-599300
Crestview	11.50%	\$261,990	\$388,125	\$650,115	1412-599300
Niceville	10.00%	\$227,820	\$337,500	\$565,320	1417-599300
Mary Esther	5.00%	\$113,910	\$168,750	\$282,660	1416-599300
Valparaiso	2.50%	\$56,955	\$84,375	\$141,330	1419-599300
Cinco Bayou	2.00%	\$45,565	\$67,500	\$113,065	1411-599300
Shalimar	1.50%	\$34,175	\$50,625	\$84,800	1418-599300
Laurel Hill	1.00%	\$22,780	\$33,750	\$56,530	1415-599300
		\$2,278,190	\$3,375,000	\$5,653,190	

OPTIONS: Approve, Disapprove or Provide Direction

RECOMMENDATION: Approve the municipal expenditure plans for the 12.5% allocation of tourist development taxes for FY 2022 and FY 2023, and staff's specific project recommendations related thereto.

Note: FY 2023 funding is not considered approved until final adoption of the annual budget by the Board in mid-September, but is presented herein to streamline the approval process.

**MINUTES
EXECUTIVE SESSION
CITY COUNCIL
DECEMBER 12, 2022
5:30 PM
CITY HALL ANNEX COUNCIL CHAMBERS**

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

Council Present

Mayor Bobby Wagner

Councilmember Torey Geile

Councilmember Terésa Hebert

Councilmember Jim Bagby

Councilmember Matthew Sweetser

Staff Present

City Manager Lance Johnson

City Clerk Rey Bailey

City Attorney Kyle Bauman

Special Counsel Eric A. Krebs, Esq.

Others Present

Liz Klein, Court Reporter

CALL TO ORDER

1. Mayor Bobby Wagner convenes the meeting by announcing that:

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

2. City Attorney Kyle Bauman states as follows:

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

***Brenden Johnson v. City of Destin, et al, Okaloosa County Circuit
Court Case Number 2020 CA 003168 F***

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

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

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

Attorneys for the City:

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

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

City Manager

Lance Johnson"

The City Attorney continued:

"At this time will the mayor and council members in attendance please identify yourselves for the record?"

Each member of the city council announced their presence:

- Mayor Bobby Wagner
- Councilmember Terésa Hebert
- Councilmember Jim Bagby
- Councilmember Torey Geile
- Councilmember Matthew Sweetser

The City Attorney continued:

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

3. Mayor Wagner stated that:

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

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

4. Executive Session

Proceed with discussion of the lawsuit.

5. Once the closed session ended and the City Clerk has returned, Mayor Wagner states:

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

Councilmember Bagby moved to accept the General Release as presented in the case of *Brenden Johnson v. City of Destin, et al*, Okaloosa County Circuit Court Case Number 2020 CA 003168 F. Councilmember Hebert provided a second to the motion, which passes 4-0 (Council members Hebert, Bagby, Geile, and Sweetser voted “yes”).

ADJOURNMENT

Having no further business at this time, the mayor adjourned the meeting at 5:55 PM.

ADOPTED THIS 3RD DAY OF JANUARY 2023

By:

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
DECEMBER 12, 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 Bobby Wagner
Councilmember Jim Bagby
Councilmember Terésa Hebert

Councilmember Dewey Destin
Councilmember Torey Geile
Councilmember Matthew Sweetser

Destin City Staff

City Manager Lance Johnson
City Clerk Rey Bailey
Finance Director Krystal Strickland
Grants/Project Manager Jeffrey Cozadd
HR Manager Jaime Dittmer
Community Development Director Louis Zunguze

Deputy City Manager Webb Warren
Principal Planner Steve O'Connor
Public Works Director Michael Burgess
City Engineer Ryan Scott
City Attorney Kyle Bauman
Land Use Attorney Kimberly Kopp (virtual)

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

Councilmember Hebert moved to approve the agenda; seconded by Councilmember Bagby. Motion passed 5-0 (Council members Hebert, Bagby, Destin, Geile, and Sweetser voted “yes”); Council members Schmidt and King were absent from the meeting).

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

A. FP&L-Electric Vehicle Charging Stations

Mr. Charlie Driver, representing the Development Department of the FPL, discussed the details involving a proposed partnership with FPL and the City of Destin to install an Electric Vehicle charging station in the city. He provided the following information and data:

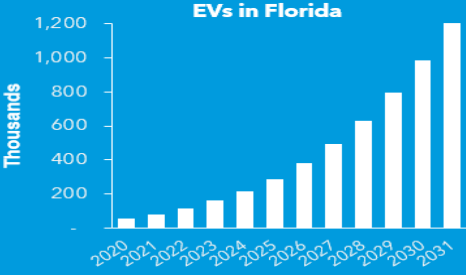


Drive More Business with EV Charging






Rapid EV expansion



EVs in Florida

Year	EVs (Thousands)
2020	50
2021	70
2022	100
2023	150
2024	200
2025	250
2026	350
2027	450
2028	600
2029	750
2030	950
2031	1,100

(1) International Renewable Energy Laboratory
 (2) Bloomberg
 (3) Statista, Government of California
 (4) Bloomberg New Energy Finance

Over **\$515 billion** in global investments⁽²⁾

Florida **#2 in nation** for EVs⁽¹⁾

Global EV market will increase **4x** by **2026**, to **\$1 trillion**⁽³⁾

25% of vehicles sold will be **electric** by 2030⁽⁴⁾



Becoming an FPL EVolution partner benefits you and your community

89% of EV drivers typically make a purchase when charging at a retail location⁽¹⁾

43% of EV drivers become regular visitors⁽²⁾

77% of consumers think it is important that a brand is sustainable and environmentally responsible⁽³⁾





Increase traffic without a capital investment:

- Attract new customers: 89% of EV drivers make a purchase at retail charging sites.
- Promote your location with dedicated FPL Evolution app.
- Demonstrate your commitment to sustainability.
- No fees for equipment or installation; FPL manages construction, operation, and maintenance.
- No impact on your electricity costs.

FPL is uniquely positioned to be your premier EV charging partner

- More than three years of experience building 200-plus charging locations throughout Florida.
- FPL provides power equipment, signage, and striping.
- 10-year commitment.
- Option for 2 space expansion.

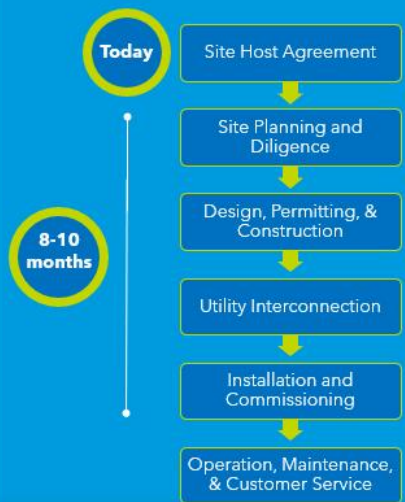
Seamless driver experience

- FPL Evolution app promotes your location.
- Mapping tools with charging locations, availability, amenities, and pricing.
- Initiate and pay for charging.
- Real-time charging status.
- Email and text notifications.
- Charge session history.
- Self-help FAQs.

Optimal site criteria							
Segment	Description	Siting Strategy	Criteria				
Highway	Targeting travel and evacuation routes throughout FPL's service territory approximately every 25 miles	Major highways and connecting corridors Perimeter routes serving rural regions and towns	 Highway exits	 Safe	 24/7 Access	 Amenities	 Evacuation
Metro	Targeting drivers without easy access to home charging	Dense metros and highly trafficked neighborhood plazas Additional focus for low-income and underserved areas	 Metros	 Safe	 24/7 Access	 Amenities	 Low income & underserved



Next steps



 FPL EVOLUTION.

Councilmember Destin noted that the city is headed in this direction, and that they have placed \$50,000 in this year's budget for a vehicle charging location.

Councilmember Hebert asked how long it would take to get the charging location set up and operable once they sign an agreement.

According to Mr. Driver, once they get through the agreement portion, the timeline to get the facility set up and operational is approximately 10 months.

Councilmember Geile asked who will be responsible for managing the site once it is in place; and who will be in charge of preserving the parking spots strictly for charging vehicles as well as regulating the length of time people could stay in those spots.

Mr. Driver noted that per the agreement, FPL will be in control of the physical assets and will be fully responsible for the long-term maintenance and reliability of the charging station. With regards to other issues such as parking, the city will have full management control from a policy standpoint.

Councilmember Bagby noted that ChargePoint which is a non-regulated provider offers a similar service. Their model involves either the city buying or leasing the charging station. If the city chooses the latter, the city will pay ChargePoint a fixed price per month. ChargePoint would then update all the software since there have been a lot of changes over the last few years. He asked whether the contract with FPL will include compensating the city for the use of those spaces.

According to Mr. Driver, their contract does not provide for revenue sharing based on utilization due to their regulated nature as the provider. They have a fixed rate of 30 cents per

kilowatt hour, which has already been approved through the Florida Public Service Commission. He added this could be an opportunity to enhance utilization of the city's paid lot as the lot could potentially get some traffic during slower seasons.

2. PUBLIC COMMENTS

Mr. John Stephens, a Destin resident and livery operator, noted that he just attended a Coast Guard Recreational Safety Workshop in New Orleans, and that one of the things he learned that would work for the city is to have a dedicated and clearly visible parking spot for law enforcement officers at boat launch facilities. It gives the premise that law enforcement officers would be around to potentially check for DUI or other illegal operations. He urged the city to do the same.

Ms. Carolyn Jones, a Georgia resident, addressed the lien on her father's rental properties at the rate of \$250.00 per day since April 2019 due to not being registered as short-term rental properties. She stated that her father passed away early this year. Her father's physical health began to deteriorate in 2018 as well as his mental health and was hospitalized multiple times due to complications. They believe that due to his mental illness that came along with the physical one, her father was unable to address the lien issue with his rental properties of which his entire family was not made aware. They do not believe he was in his sound mind and body to be able to deal with that issue. She continued that they are trying to sell the properties and start paying off all the obligations accumulated by her father during his long illness. They were stunned to find out there were \$660,000 worth of fines levied on his properties, which is more than the equity built up in those properties. She is asking the city council to show mercy to her entire family by significantly reducing those fines and helping alleviate this burden so they could move on with their lives the best they can.

Mr. Shane Moody, President and CEO of the Destin Chamber of Commerce, noted that the Chamber Board, at their October meeting, passed a position to oppose any short-term rental north of US Hwy 98 that is closed to or within any historically long-term residential area. Even though homeowners' associations (HOA) prohibit this action, not every street or area in Destin is within an HOA. He continued that short-term rental developments put in near or within historically long-term residential areas north of US Hwy 98 always result in increased traffic, parking shortage, noise, trash, crimes, and so forth. The same things happen when existing homes located north of US Hwy 98 are converted from long-term to short-term rentals. As this happens, long-term residents located near or around this development try to sell their homes and move causing Destin to lose yearlong residents that support the businesses in the community for a 12-month period and reducing the local workforce which is already very low. Also, when their homes are purchased, they have the potential of becoming short-term rentals. He added that this is a quality-of-life issue for residents located north of US Hwy 98.

3. CONSENT AGENDA

- A. RFB 22-11-PW, Demolition, Salvage, and Removal of Three Structures and Appurtenances, authorization for City Manager to execute a Task Order
- B. Median Maintenance Contract, authorization to renew for 1 year
- C. Approval of minutes of November 7, 2022 Regular City Council Meeting
- D. Approval of minutes of November 28, 2022 Regular City Council Meeting

E. Draft Minutes of City Committees & Boards

Motion by Councilmember Hebert, seconded by Councilmember Destin, to approve Consent Agenda items 3A thru 3E, as printed above, passed 5-0 (Council members Hebert, Bagby, Destin, Geile, and Sweetser voted “yes”; Council members Schmidt and King were absent from the meeting).

4. CITY MANAGER REPORTS

A. Resolution 22-10 and TRIP Supplemental Agreement

According to the City Manager, the city requested that FDOT consider allocating additional funding for the city’s crosstown connector project due to the increased property values in recent years. The FDOT agreed to a supplemental funding agreement for \$1.8 million. Approval of Resolution 22-20 and the supplemental agreement to the TRIP agreement with FDOT will allow the city to be reimbursed by FDOT up to an additional \$1.8 Million for the property acquisition costs associated with completing the crosstown connector.

Councilmember Hebert moved to approve Resolution 22-10, seconded by Councilmember Destin.

According to Councilmember Destin, they still do not have a solution to the US Hwy 98 and Stahlman intersection issue. He asked staff to present the result of the Stahlman Intersection Study to the council as soon as it is received from FDOT.

Motion passed 5-0 (Council members Hebert, Bagby, Destin, Geile, and Sweetser voted “yes”; Council members Schmidt and King were absent from the meeting).

B. 2023 PAWS Contract

The City Manager stated that the animal control services for the City of Destin was previously provided by the Panhandle Animal Welfare Society (PAWS) for a 3 fiscal year contract. That contract expired this year. The original FY 2023 proposed contract from PAWS had a significant increase from the previous contract. When this item was brought forth for council approval, the council directed staff to further negotiate the contract with PAWS. Staff feels that the newly negotiated contract with PAWS is fair. This contract is substantially cheaper than any other per capita cost in Okaloosa County. He recommends council’s approval of the proposed contract.

Councilmember Destin moved to approve the 2023 calendar year PAWS contract, seconded by Councilmember Hebert. Motion passed 5-0 (Council members Hebert, Bagby, Destin, Geile, and Sweetser voted “yes”; Council members Schmidt and King were absent from the meeting).

C. Ordinance 13-12-CN, Disposal of City Property, trade-in of surplus vehicles and Equipment

According to the City Manager, the city council passed an ordinance that limits staff's ability to dispose of city vehicles and equipment. Pursuant to the current ordinance, surplus city equipment must be publicly auctioned either in-person or online. City staff received a trade-in offer on the city's existing Street Sweeper. Acceptance of this offer would currently conflict with the current ordinance. He recommends the council consider modification of this ordinance.

Councilmember Hebert moved to direct the City Manager to bring back an ordinance that allows for more flexibility in disposal of city surplus vehicles and equipment for first reading in January 2023. Councilmember Destin provided a second to the motion, which passes 5-0 (Council members Hebert, Bagby, Destin, Geile, and Sweetser voted "yes"; Council members Schmidt and King were absent from the meeting).

D. Resolution 22-21 - Publishing the dates of the regular city council meetings in calendar year 2023

The City Manager noted that due to the intensive budget season and holidays, the city council previously directed city staff to proposed regular meeting schedules for an upcoming calendar year tailored to address these potential limitations. Proposed Resolution 22-21 specifies the dates the city council will hold its regular meetings for the calendar year 2023.

Councilmember Hebert moved to adopt Resolution 22-21, amending the proposed meeting date in December 2023 from December 4th to December 11th. Councilmember Bagby provided a second to the motion, which passes 5-0 (Council members Hebert, Bagby, Destin, Geile, and Sweetser voted "yes"; Council members Schmidt and King were absent from the meeting).

E. Appointment of Committee/Board Members

The city council made the following appointments to various city's standing committees and boards:

NAME	COMMITTEE/BOARD	NOMINATED BY:
Cyron Marler	Board of Adjustment	Councilmember Bagby
Richard Hoey	Harbor & Waterways Board	Councilmember Bagby
Jan Best	Harbor CRA-AC	Councilmember Bagby
Todd Burr	Local Planning Agency	Councilmember Bagby
Lisa Mason	Parks & Recreation Committee	Councilmember Bagby
Lockwood Wernet	Town Center CRA-AC	Councilmember Bagby
Curtis Smith	Public Works/Safety Committee	Councilmember Bagby
Casey Jones	Harbor CRA-AC	Councilmember Geile
Guy Tadlock	Harbor & Waterways Board	Councilmember Geile
Tom Weidenhamer	Board of Adjustment	Councilmember Geile
Tom Weidenhamer	Public Works/Safety Committee	Councilmember Geile

Jim Wood	Public Works/Safety Committee	Councilmember Sweetser
Dorothy Robinson	Town Center CRA-AC	Councilmember Geile
Nikki Johnson	Town Center CRA-AC	Councilmember Sweetser
L'Rena Anderson	Parks & Recreation Committee	Councilmember Sweetser
Isaac Birch	Parks & Recreation Committee	Councilmember Geile
Jay Purut	Local Planning Agency	Councilmember Geile

F. Appointment of Council Representatives to Various Local and Regional Committees and Boards

The following representatives from various local and regional committees and boards provided a brief overview of their respective boards and committees and how they correlate with the City of Destin:

Mr. Ken Wampler, Chairman of the Tourist Development Council, spoke on behalf of the Okaloosa County Tourist Development Council.

Mr. Nathan Sparks, Executive Director, Economic Development Council (EDC), spoke on behalf of the EDC Policy Board.

Mr. Austin Mount, Chief Executive Officer for the Emerald Coast Regional Council (ECRC), explained the missions of the ECRC, Okaloosa-Walton TPO, Okaloosa County Public Transit Cooperative, and Walton/Okaloosa/Santa Rosa Regional Utility Authority.

Following the presentation, the city council appointed the following members of the council to be the city's representatives to the various local and regional committees and boards:

LOCAL AND REGIONAL COMMITTEES	APPOINTEES
Economic Development Council (EDC) Policy Board	<u>Primary:</u> Mayor Wagner
Northwest Florida League of Cities	<u>Primary:</u> Councilmember Sweetser <u>Alternate:</u> Councilmember Hebert
Okaloosa-Walton TPO	<u>Primaries:</u> Mayor Wagner & Councilmember Geile <u>Alternate:</u> Councilmember Hebert
Okaloosa County League of Cities	<u>Primary:</u> Councilmember Sweetser <u>Alternate:</u> Councilmember Schmidt
Okaloosa County Public Library Cooperative	<u>Primary:</u> Councilmember Sweetser <u>Alternate:</u> Councilmember King
Okaloosa County Public Transit Cooperative	<u>Primary:</u> Mayor Wagner

Tourist Development Council (TDC)	<u>Primary:</u> Councilmember Hebert <u>Alternate:</u> Councilmember Destin
Walton/Okaloosa/Santa Rosa Regional Utility Authority (RUA)	<u>Primary:</u> Councilmember Sweetser
Emerald Coast Regional Council (ECRC)	<u>Primary:</u> Councilmember Bagby

G. Announcements

The City Manager made the following announcements:

- Wednesday, 6-7 PM – picture taking with Santa Claus at the Destin Library
- Tuesday, January 3, 2023 – next regular city council meeting
- Draft versions of Chapters 1 and 2 of the Land Development Code to be posted on the city’s website for public review and comment beginning January 2023
- The City of Destin will be hosting the FDOT Grant Workshop on January 24, 2023, in the City Hall Annex Council Chambers, from 9 AM to 4 PM. Individuals will need to register online to be able to participate
- The Destin United Methodist Church, Destin Church of Christ, and the First Baptist Church of Destin for their assistance in changing the venue for the city’s Christmas Parade
- Christmas Parade will be broadcast on Channel 6 in Cox Cable. Time to be posted on the city’s website tomorrow.

5. PUBLIC HEARINGS

- A. John Bath of Scope Construction LLC is requesting approval of a Conditional Use application (22-33-CU). This project includes construction of 3 long-term multi-family (townhome) dwelling units. The subject property is located at 1100 Quail Circle (Parcel ID: 00-2S-22-4530-0000-0010)

The City Attorney asked whether the mayor or any member of the city council has been involved in any ex-parté communications regarding this matter. Each mayor and council member announced they have not been involved in any ex-parté communications regarding this project.

Next, the City Attorney sworn in the following individuals for testimony:

Principal Planner Steve O’Connor
City Engineer Ryan Scott
Rodney Bath – Property Owner/Applicant
John Bath of Scope Construction LLC

The Land Use Attorney entered into evidence the staff report and agenda item dated November 22, 2022. There were no objections from the applicant.

The Land Use Attorney stated that the burden is on the applicant to prove that they have met the criteria set forth in the Land Development Code; adding that since this is a Conditional

Use application, the focus will be on Section 7.12.10C of the Land Development Code. The Land Use Attorney outlined the following criteria as provided in the staff report.

1. Land Use Compatibility
2. Sufficient size, site specifications, and infrastructure to accommodate the proposed use.
 - Based on the concept provided by the applicant, vehicular access to the properties is being proposed from the Airport Road public right-of-way.
 - During the pre-application phase and during the application review, staff identified a safety issue concerning access from Airport Road. Corner lots fronting on streets with different classifications as defined in LDC Article 8, Table 8-1, must be accessed from the street with lower classification. The City Engineer has opined that this access is a danger to public safety. The project is required to comply with the design standards per LDC Section 8.04.00 – *Access Management*. Staff is recommending a condition that no vehicular access or curbside trash pick-up be located along Airport Road to mitigate any negative safety impacts if this project is approved, based on safety concerns and requirements listed in LDC Article 8.
3. Proper use of mitigative techniques
4. Hazardous Waste
5. Avoid over proliferation of uses
6. Compliance with applicable laws and ordinances

The Land Use Attorney stated that the council will need to consider whether the above criteria are met after listening to the applicant. She also noted that this project was presented to the Local Planning Agency on September 22, 2022, and that the Agency recommended denial of the conditional use based on the identified safety concerns for access.

The Land Use Attorney informed the council that their options are to either deny Conditional Use 22-33-CU, or approve Conditional Use 22-33-CU with the following conditions:

1. The site shall not have vehicular access from the Airport Road right-of-way.
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 all local, state, or federal permits as applicable.

Mr. Rodney Bath, applicant, presented the proposed project and addressing the safety issues that have been identified. He testified that due to the characteristics of his property, access to and from that property is feasible solely through the Airport Road right-of-way. He stated that they have done their due diligence and have done all the right things and felt there are no legitimate danger to persons accessing the property and to commuters and pedestrians on Airport Road. He also stated that he even went to Waste Management headquarters and submitted his

site plan, and that that they offered no safety concerns over the site plan. He urged the council to approve the Conditional Use for the project.

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

Councilmember Hebert requests the City Engineer's opinion regarding the safety concerns that have been identified.

The City Engineer opined that access to and from Airport Road poses a danger to the public's safety.

Councilmember Destin asked staff to verify that the city obtained grant from the state to place some skid resistant on Airport Road including in front of where the project is being proposed.

According to the city's Public Works Director, they placed a high friction surface treatment to the curve area on Airport Road due to safety concerns and a high volume of vehicular accidents, but it does not go as far as the location of the proposed project.

Councilmember Destin asked whether this area is suitable for single family homes if there is a safety concern regarding high volume of vehicular traffic.

The city's principal planner noted that a single-family home is a permitted use in this zoning district and therefore it would be allowed access directly off of Airport Road.

Councilmember Destin asked how they could legally deny a property owner access to a public road in this case.

The Land Use Attorney explained that a single-family home is permitted by the code and will automatically be allowed in this zoning district. It would presumably be less impactful. The proposed project has a separate criteria which is why approval of Conditional Use is required. She added they are comparing one unit versus 3 units and potentially 2 cars versus 6 cars.

Councilmember Bagby pointed out it is not just one or 2 trash cans, but potentially 6 trash cans for both regular and recyclable. He stated that he does not have a problem with anyone building a single-family home in that area because that is what is permitted there, but he believes that building 3 town homes will negatively impact that area due to increased traffic and trash among other things.

Councilmember Sweetser asked whether the applicant plans to rent or sell the 3 townhomes once they are built.

According to Mr. Bath, he plans to live in one of the town homes but undecided at this point on what to do with the other two; adding it would depend on the market condition.

Councilmember Sweetser inquired as to the result of the applicant's conversation with the homeowners association for Quail Run which is located behind their property.

Mr. Bath stated that the homeowner's association manager has not been very amenable to a cooperative discussion.

Councilmember Geile noted that Waste Management looks at the safety issue based on the safety of their equipment and incident liability; whereas, the city council and staff are obligated to look at the public safety and welfare. These are very different safety standard and criteria. He also stated that this issue was thoroughly reviewed by their Local Planning Agency whose members were appointed by this council and they have to trust they are doing their job very effectively or they need to appoint other people to that committee. He added that the applicant can build a single-family dwelling on this parcel without any problem.

At this time, the city's Principal Planner read the following provisions from the Land Development Code Article 8.04.02(b): *Corner lots fronting on streets with different classification as identified in Article 8 shall be accessed in the street with the lower classification.* He stated that Airport Road is an arterial road, Quail Circle is a residential road, and therefore per the LDC it shall be accessed. He added that a single-family residence is permitted and can be approved on this lot even with access off of Airport Road.

Councilmember Hebert moved to deny Conditional Use 22-33-CU; seconded by Councilmember Geile. Motion passed 5-0 (Council members Hebert, Bagby, Destin, Geile, and Sweetser voted "yes"; Council members Schmidt and King were absent from the meeting).

- B. First reading of Ordinance 22-18-PC - Amending Comprehensive Plan: 2020, providing for the adoption of a small-scale amendment to the comprehensive plan future land use map to include a change in the Future Land Use designation of a parcel of land located east of the Destin Airport, from Low-Density Residential (LDR) to Institutional (IN)

The City Attorney read proposed Ordinance 22-18-PC by title

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING COMPREHENSIVE PLAN: 2020; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR THE ADOPTION OF A SMALL SCALE AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO INCLUDE A CHANGE IN FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND LOCATED EAST OF THE DESTIN AIRPORT, AS DEPICTED IN EXHIBIT "A", CONSISTING OF APPROXIMATELY 24.98 ACRES, FROM LOW DENSITY RESIDENTIAL (LDR) TO INSTITUTIONAL (IN); PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (PARCEL ID NO.00-2S-22-0000-0046-0030).

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

Councilmember Bagby moved for approval of Ordinance 22-18-PC on first reading; seconded by Councilmember Hebert. Motion passed 5-0 (Council members Hebert, Bagby, Destin, Geile, and Sweetser voted “yes”; Council members Schmidt and King were absent from the meeting).

- C. First reading of Ordinance 22-19-LC - Amending the official Zoning Map as referenced in the Land Development Code, Section 7.12.01(A)2, Zoning Maps, to include a change in the zoning designation of real property located east of the Destin Airport, from Low Density Residential-Village (LDR-V) to Institutional (INST) (PARCEL ID NO.00-2S-22-0000-0046-0030)

The City Attorney ready proposed Ordinance 22-19-LC, and then presented it to the council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2, ZONING MAPS, TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF REAL PROPERTY LOCATED EAST OF THE DESTIN AIRPORT, AS DEPICTED IN EXHIBIT “A”, CONSISTING OF APPROXIMATELY 24.98 ACRES, FROM LOW DENSITY RESIDENTIAL-VILLAGE (LDR-V) TO INSTITUTIONAL (INST); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

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

Motion by Councilmember Hebert, seconded by Councilmember Destin, to approve Ordinance 22-19-LC on first reading passed 5-0 (Council members Hebert, Bagby, Destin, Geile, and Sweetser voted “yes”; Council members Schmidt and King were absent from the meeting).

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

- A. Councilmember Sweetser
- B. Councilmember Geile

Councilmember Geile complimented the city’s Recreation Department for putting on a very successful Christmas Parade.

- C. Councilmember Destin
- D. Councilmember Bagby

- 1. Legislative Sponsor; Beach Front Parks in Crystal Beach

Motion by Councilmember to appoint himself as the legislative sponsor for beachfront parks in Crystal Beach was seconded by Councilmember Hebert and passed 5-0 (Council members Hebert, Bagby, Destin, Geile, and Sweetser voted “yes”; Council members Schmidt and King were absent from the meeting).

Next, Councilmember Bagby noted a change in insurance regulations, particularly on pontoon boats. Not only that pontoon operators have to insure that boats but they also have to insure their people, which according to some pontoon boat operators will put them out of business. He asked city staff to come back with a recommendation on a resolution at the second meeting in January 2023 with regards to either providing support or recommending changes to the new state insurance regulations on pontoon boats.

Finally, Councilmember Bagby moved to have Public Works/Safety Committee look at possibly changing the traffic pattern out in Crystal Beach, specifically on Dolphin Street going south to Luke Street making it a one-way street. Councilmember Destin seconded the motion, which passes 5-0 (Council members Hebert, Bagby, Destin, Geile, and Sweetser voted “yes”; Council members Schmidt and King were absent from the meeting).

E. Councilmember Hebert

1. Senior Leadership Compensation

Councilmember Hebert moved to direct the City Manager to bring back an appropriate pay raise for senior leadership for compensation; seconded by Councilmember Destin.

Councilmember Destin recommends bringing forward the pay raise recommendations for senior leadership resulting from the wage study that was conducted early this year.

Motion passed 5-0 (Council members Hebert, Bagby, Destin, Geile, and Sweetser voted “yes”; Council members Schmidt and King were absent from the meeting).

2. Finance Department New Position

Councilmember Hebert moved to authorize the City Manager to hire a short-term part time temporary service contract to assist the Finance Department in the interim, and then bring back at the first meeting in January 2023 the budget authorization amendment to fund two full time positions for the remainder of the current fiscal year. Councilmember Destin provided a second to the motion. Motion passed 5-0 (Council members Hebert, Bagby, Destin, Geile, and Sweetser voted “yes”; Council members Schmidt and King were absent from the meeting).

- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Wagner

Mayor Wagner requests the topic, “Smoke free parks and beaches in Destin” be placed under his name on the next council meeting agenda.

- I. Land Use Attorney
- J. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:50 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 3, 2023
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

FROM: Jamie Dittmer, Human Resources Manager

DATE: December 21, 2022

SUBJECT: Budget Amendment- authorization to fund two new full-time positions in the Finance department

I. BACKGROUND: The Finance Department is currently understaffed and unable to meet the full service demands of the city. This is due to a number of factors:

1. The revenue for the city, mostly due to a large increase in grants since 2020, has increased the amount of administrative time spent on complex projects as well as financial accounting.

	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGETED	PROJECTED	PROJECTED
	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
TOTAL							
EXPENDITURES	\$ 15,313,366	\$ 18,111,135	\$ 33,186,174	\$ 21,871,329	\$ 73,037,962	\$ 30,594,981	\$ 31,699,045

2. Upcoming major upgrade and implementation of MUNIS and ENERGOV information systems requires a large amount of finance staff time.

3. The ability for the City to continue to be able to secure external grants and funding requires the ability for the Finance Director to be able to spend her time at an executive level to develop and execute strategies for efficient use of city financial resources as well as maximizing external funding opportunities.

4. The Finance Director must have the necessary time to develop staff to execute the day-to-day functions and financial processes to ensure the city is sustainable in operations, has financial accountability and is meeting strict financial regulatory mandates.

Financial operations impact every function and department of the city. If those operations are understaffed and not running optimally, the city runs the risk of untimely payments,

errors in payroll and inefficient use of financial resources. Proper resources in the Finance Department will ensure strategic resources are available to find operational efficiencies and additional external funding for the City.

The city has experienced significant growth in grant programs in recent years. Additional staffing is needed to maintain the current and future levels of grant and project activity.

II. DISCUSSION:

The City's number one strategic goal is to maintain high caliber, qualified staff. Having an understaffed HR and Finance Department has hindered our ability to sufficiently serve our employees to accomplish our number one strategic goal. In addition, the understaffed HR/Finance department has not had adequate time to dedicate towards hiring, onboarding, and training new staff.

The current staffing plan for HR/Finance is:

*HR Specialist: Benefit administration, Onboarding, Payroll (benefit) updates and clerical support of sensitive HR files. *A candidate has accepted this position and will start mid-January, 2023.*

*HR/Risk Manager: Hiring, federal reporting, property insurance management, workers comp, strategic planning, risk mitigation, policy development and compliance. Hired October 2022.

* Jr. Accountant: AP and Payroll. Requires a Bachelors Degree in Accounting. Hired December 2022.

* Sr. Accountant: Recording revenues, daily cash receipts, month-end close, financial statement drafts. Requires a Masters Degree in Accounting. Hired March 2022.

*Finance Director: Budget Director, Debt Administration, Treasury Management, Investments, Strategic Planning, Monthly financial reports, quarterly investment reports, Grant reporting, Policy updates, processes, procedures, implement GFOA best practices. Hired June 2020.

We are currently requesting the addition of two new positions:

1. Accounting Clerk: Assist with daily paper and electronic file management related to payroll, accounts payable, general journal entries, proper purchasing practices, and reimbursement grant reporting. No degree required. Office technology experience required (scanning, printing, Microsoft products, Adobe). Moving to a more digital environment including scanning all journal entries into our accounting software MUNIS will save long-term on costs of audits and financial record storage.

2. Jr. Accountant: The primary purpose of this position is to relieve the Payroll accountant of accounts payable duties. This will ensure the Payroll Accountant has proper time for benefit administration and timely withholding updates. This position will specialize in accounts payable and purchasing to ensure compliance with the Florida Prompt Payment Act and Purchasing Policies. The City's expenditures have grown significantly and have been overwhelming our small accounting department in recent years. This position will require an Associates Degree in Accounting.

	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGETED	PROJECTED	PROJECTED
	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
TOTAL							
EXPENDITURES	\$ 15,313,366	\$ 18,111,135	\$ 33,186,174	\$ 21,871,329	\$ 73,037,962	\$ 30,594,981	\$ 31,699,045

Adding these two positions will allow for career progression, cross-training, and coverage when staff are out on leave. This will improve support to all departments for purchasing and to all staff for payroll and benefit administration. This is critical to the organization's ability to accomplish Council's Strategic Goal #1.

Tasks will be re-allocated amongst the existing staff, ultimately freeing up time of the Finance Director to allow her to focus more on updating fee schedules, negotiating overhead coverage with grantors and exploring alternative revenue sources.

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

FY 23 Council Objective: 1.1 Offer livable wages & benefits to attract and maintain high caliber, qualified staff.

B. Effect on Budget (EOB): The estimated cost of salaries, benefits and workers compensation for the two new positions for the remaining nine months of the year (January - September 2023) is \$101,695.

The estimated addition to General Fund balance according to the Adopted Budget is \$106,268.

C. Level of Service (LOS): increased level of service

D. Legislative Sponsor:

III. CONCLUSION: Staff recommend adding two positions to the Finance Department.

IV. RECOMMENDED MOTION: I move to approve the budget amendment to authorize two new full-time positions in the Finance Department.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 3, 2023

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Jamie Dittmer, Human Resources Manager
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 12/21/2022

SUBJECT: Public Information Manager Confirmation - Ms. Tamara Young

I. BACKGROUND: 9 applicants applied for the Public Information Manager position and 2 finalists were selected.

II. DISCUSSION: Ms. Tamara Young has demonstrated experience and interviews a wide range of skillsets associated with Public Relations and Information. She has demonstrated extensive experience with strategic initiatives, media relations, public speaking, business writing, as well as the ability to be hands-on with associated projects and tasks of all sizes.

Ms. Tamara Young's experience, numerous achievements and honors are contained in her resume attached for your review.

EDUCATION

PhD, University at Albany, Communication; Educational Policy and Planning

1997 - 2002

M.A., University at Albany, Organizational Communication

1993 - 1997

B.A., Indiana University, Journalism and English

1988 - 1992

Professor, Communication

University of Evansville

2000–Present

Award-winning faculty member; Written and received numerous grants; Corporate seminar trainer; Teach variety of courses in media relations, public speaking, data analytics, PR, and business writing in both online and traditional settings; Published 20+ journal articles and book chapters; Consult regularly with community nonprofits and global companies on communication campaigns; facilitator of leadership and media training.

Director of EXCEL, Grant through Eli Lilly Company

University of Evansville

1997–2000

Administered \$4.5 million Lilly Grant; Implemented PR campaign and coordinated publications; Coordinated University-wide assessment including surveys and focus groups.

Director of Public Relations & Marketing

State University of New York system, Herkimer

1993–1997

Handled news conferences; Institutional spokesperson; Lobbyist/social change liaison with legislators; Prepared all publications; Supervised PR, marketing, and advertising staff.

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

B. Effect on Budget (EOB): This is an approved position in the fiscal year 2023 operating budget.

C. Level of Service (LOS): Filling this position will enhance service to our key customer groups.

D. Legislative Sponsor:

III. CONCLUSION: Tamara Young is very well qualified for the Public Information Manager position. She will be a great addition to Team Destin and will provide skillsets essential to successfully executing the mission of the City as well as Council's adopted strategic plan.

IV. RECOMMENDED MOTION: I move to confirm the City Manager's recommendation to hire Dr. Tamara Young as Destin's Public Information Manager.

Attachments:

1. Resume-Tamara Young



CONTACT

Information
redacted

WHO AM I?

Optimistic team player and dedicated independent thinker; Trusted teacher to students and other teachers; Organized, detail-oriented, data-driven, and results-focused; Champion of others who enjoys the arts, AP style, hiking, sushi, books, making a positive difference in the world, and direct airline flights (not necessarily in that order).

Also, a 2021 National Edward R. Murrow award winner (for an innovative collaborative podcast series which aired on NPR).

TAMARA L. YOUNG

*Strategic Communicator. Trainer.
20+ years of proven experience.*

EDUCATION

PhD, University at Albany, Communication; Educational Policy and Planning

1997 - 2002

M.A., University at Albany, Organizational Communication

1993 - 1997

B.A., Indiana University, Journalism and English

1988 - 1992

WORK EXPERIENCE

Professor, Communication

University of Evansville

2000–Present

Award-winning faculty member; Written and received numerous grants; Corporate seminar trainer; Teach variety of courses in media relations, public speaking, data analytics, PR, and business writing in both online and traditional settings; Published 20+ journal articles and book chapters; Consult regularly with community nonprofits and global companies on communication campaigns; facilitator of leadership and media training.

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 3, 2023

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: December 27, 2022

SUBJECT: Proposed RFQ for Post Certificate of Occupancy Building Inspections

I. BACKGROUND: The RFQ item was tabled during the **November 7, 2022**, Council meeting. On **November 28, 2022**, the RFQ item was requested by Councilmember Schmidt, and agreed to by the Council, to be brought back in January for further discussion.

The RFQ is in correlation with the recently adopted City Ordinance 22-17-CC based on the Florida Legislature's adopted **Senate Bill (4-D)**, and signed into law by Governor DeSantis on May 27, 2022. This law pertains to Condominium and Cooperative 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 City Ordinance 22-17-CC, as adopted on **November 28, 2022**, is based on newly enacted **Section 553.899, Florida Statutes, "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.

Milestone Structural Inspections

A Milestone Structural Inspection must be performed by a **licensed architect or engineer** authorized to practice in Florida 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 the milestone

structural 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:

- 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 City's Fee Schedule Resolution. 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 the City 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 that the City Council approve the attached proposed RFQ for 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 inquiries?

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 that 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: January 3, 2023
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 3, 2023

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Michael Burgess, Public Services Director
Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney

DATE: December 27, 2022

SUBJECT: First reading of Ordinance 23-01-CN - Providing for amendment of Sections 2-61 through 2-65 of the City of Destin Code of Ordinances on disposal of surplus property.

I. BACKGROUND: At the Council's December meeting, the City Council directed the City staff and City Attorney to draft an ordinance allowing for more flexible disposition of surplus City property.

II. DISCUSSION: Currently, disposal of surplus City property is housed in two separate areas: (1) City Code at Sections 2-61 through 2-65 (Attachment 2) and (2) Ordinance #13-12-CN (Attachment 3). The Code and Ordinance #13-12-CN conflict.

The Code permits disposal of surplus property in a variety of ways. If disposed to other governmental entities, the Code permits competitive bidding for the property or a straight donation in certain circumstances. To any other person or entity, the Code permits disposal through an auction. If neither of these processes are practicable, then the Code permits destruction or abandonment of the surplus property. This and other provisions in the Code proved cumbersome and inefficient for staff throughout the years.

This inefficiency led to the adoption of Ordinance #13-12-CN, which radically simplified the disposal process. Ordinance #13-12-CN simply requires any property that can be disposed of through auction be disposed of through auction. This auction can be either public or online. If the property cannot be disposed of through auction, then the property can be disposed of in any legal manner. This simplified process has proven inefficient and uneconomical over the years.

This Ordinance addresses the conflict between the Code and Ordinance #13-12-CN by amending the Code and superseding all conflicting ordinances. It permits the City Council

to direct staff to dispose of surplus property in the following manner:

1. To other Governmental Units and Charitable Organizations through
 - a. Competitive Bidding; or
 - b. Donation
2. To other "persons" (defined as any other individual person or legal entity) through
 - a. Trade-in; or
 - b. Auction (either public or online)
3. Destruction or abandonment of the surplus property.

These expanded potential routes of disposal should allow additional flexibility for the Council and staff and permit the City to realize the most economical route of disposal. Previously, it proved difficult to achieve efficient and economic results because disposals of auctionable property (e.g., the City's streetsweeper) had to be disposed of through auction instead of a more efficient and most likely cost effective route such as trade-in.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): No direct impact but the Ordinance should have a positive impact on the budget.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: The attached Ordinance is intended to increase the City's efficiency and maximize the City's ability to realize money from surplus property.

IV. RECOMMENDED MOTION: I move to approve Ordinance 23-01-CN on first reading and direct staff to advertise for second reading.

Attachments:

1. Ordinance Number 23-01-CN -- Surplus Property Disposal - first reading final
2. Attachment 2 -- Disposal of City Property -- Current Code
3. Attachment 3 -- Ordinance 13-12-CN Disposal of Surplus Property

ORDINANCE NO. 23-01-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENT OF SECTIONS 2-61 THROUGH 2-65 OF THE CITY'S CODE OF ORDINANCES, DISPOSAL OF SURPLUS PROPERTY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CONFLICTING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for the enactment of this ordinance is Article I, Section 1.01 of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has previously adopted Ordinance Number 135 (codified in section 2-61 through 2-65 of the City's Code of Ordinances) and Ordinance Number 13-12-CN, both of which relate to the disposal of surplus property (the "Surplus Property Disposal Ordinances"); and

WHEREAS, the Surplus Property Disposal Ordinances conflict and are in need of revision to more efficiently and economically dispose of surplus City property; and

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

Note: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in ~~strike-thru~~ or underlined is not to be changed. The symbol *** represents sections of the City of Destin's Ordinance 109, As Amended, Personnel Rules and Regulations, that have been skipped and remain unchanged.

SECTION 3. AMENDMENT OF CITY CODE, DISPOSAL OF SURPLUS PROPERTY, BY AMENDING SECTION 2-62 – *DEFINITIONS*; SECTION 2-63 - *SURPLUS PROPERTY* ; SECTION 2-64 - *DISPOSAL OF SURPLUS PROPERTY TO GOVERNMENTAL UNITS*; SECTION 2-65 – *DISPOSAL OF SURPLUS PROPERTY TO PERSONS*

Section 2-62 is hereby amended as follows:

Section 2-62. Definitions.

Charitable organization shall mean a not-for-profit business entity whose primary objectives are philanthropy or social well-being and is tax exempt under Internal Revenue Code Section 501(c)(3).

Governmental unit shall mean the governing board, commission or authority of Okaloosa County, other municipalities within Okaloosa County, taxing districts of the state within Okaloosa County, or the Sheriff of Okaloosa County, or the governing board of the Okaloosa County fair.

Person shall mean any individual person or any other legal entity.

Trade-in shall mean property which is accepted by a retailer as partial payment for an item which will become property after it is purchased.

Section 2-63 is hereby amended as follows:

Section 2-63. Surplus property.

The city council shall may, upon the recommendation of the city manager, classify as surplus any of its property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. The city manager's recommendation shall include his a best estimate of the property's value. The city council may, in its reasonable discretion and upon consideration of the best interest of the city, the value and condition of property classified as surplus, and the probability of such property being desired by prospective bidders to whom offered, direct the city manager to dispose of surplus property to governmental units and charitable organizations through the procedures described in Section 2-64, to other persons through the procedures described in Section 2-65, or to destroy or abandon the property through the procedures described in Section 2-65.

Section 2-64 is hereby amended as follows:

Section 2-64. Disposal of surplus property to governmental units and charitable organizations.

~~Within the reasonable exercise of the discretion of the city council and having consideration for the best interest of the city, the value and condition of property classified as surplus, and the probability of such property being desired by prospective bidders to whom offered,~~ Upon consideration of the factors described in Section 2-63, the city council may direct the city manager to offer, by letter, surplus property to all other governmental units and charitable organizations; and through the following procedures:

- (1) ~~Such offer shall disclose the estimated value and condition of the property, the date and time by which bids should be received.~~ The city may solicit sealed, competitive bids

from all interested governmental units and charitable organizations. If the city elects to solicit sealed, competitive bids, then the city shall disclose the estimated value and condition of the property to prospective bidders, permit inspection of the property (if feasible), and include a date and time certain by which bids must be received. The city shall accept the highest bid from a responsible bidder.

- (2) ~~Such offer shall disclose the estimated value and condition of the property, the date and time by which bids should be received. In lieu of soliciting sealed bids or if no sealed bids are received after soliciting sealed bids, the city may, in its reasonable discretion, directly contact potentially interested governmental units and charitable organizations and donate the property directly to a governmental unit or charitable organization that desires the property.~~
- (3) ~~The cost of delivering and transferring the property shall be paid by the successful bidding governmental unit or charitable organization receiving the property, whether that property is received through sealed, competitive bidding or through donation.~~
- (4) ~~If no acceptable bid is received from a governmental unit, the city council may offer for donation such property to the governmental units. The cost of delivering and transferring the property shall be paid by the governmental unit accepting the property.~~

Section 2-65. Disposal of surplus property by destroying or abandoning the surplus property or to persons through trade-in or auction.

~~Within the reasonable exercise of the discretion of the city council and having consideration for the best interest of the city, the value and condition of property classified as surplus, and the probability of such property being desired by prospective bidders to whom offered, Upon consideration of the factors described in Section 2-63, the city council may direct the city manager to either destroy or abandon the surplus property or to dispose of surplus property for value to any person through the following procedures:~~

- (a) ~~Destroy or abandon surplus property. Trade-in the property; or~~
- (b) ~~Dispose of surplus property for value to any person. Auction the property through either a public auction or online auction.~~
- (c) Public auction. If the Property of which the city council directs the property be sold through a public auction, then the following procedures control: pursuant to this section shall be sold only to the highest responsible bidder after a request for at least three bids, or by public auction.
 - (1) ~~If the sale is by bid, all bids shall be submitted on bid forms provided by the city. All bids shall be executed and submitted in a sealed envelope prior to the date and time of the bid opening as advertised in the notice. It is the bidder's responsibility~~

to assure that the bid is delivered at the property time and place of the bid opening. Notice of the sale by bid shall be published twice, more than seven (7) days prior to the date and time of the bid opening, in a newspaper having general circulation within the city and in additional papers, if in the judgment of the city manager, the best interest of the city will better be served by the additional notices. The notice shall contain a description, the estimated value, the location where and time when the surplus property may be inspected, the name and the telephone number of the person to contact regarding the property, and the place, date and time by which the bids must be received. All auction items must be available for review to all interested parties for two weeks prior to the auction.

- (2) If the sale is by public auction, notice thereof shall be published twice, more than seven (7) days prior to the sale, in a newspaper having general circulation within the city and in additional papers, if in the judgment of the city manager, the best interest of the city will better be served by the additional notices. The notice shall contain a description, the estimated value, the location where and time when the surplus property may be inspected, the name and the telephone number of the person to contact regarding the property, and the place, date and time when the public auction will be conducted. The city will publish an advertisement outlining the items for sale, the auction location and time to all interested parties in the local newspaper of general circulation at least 14 days prior to the auction. The city council may waive this requirement so long as notice is adequately published through electronic means in accordance with subsection (c)(3).
- (3) The city shall advertise the auction with all the details listed in subsection (c)(2) on the City's website at least 14 days prior to the auction.
- (4) All property sold at a public auction will be made to the highest responsible bidder.
- (5) If a written bid is submitted, it must be received prior to the auction date and time advertised.
- (6) All costs of transporting and delivering the auctioned item will be borne by the winning bidder.
- (d) Online auction. If the city council directs the property be sold through an online auction, then the following procedures control:

 - (1) All online auctions will be coordinated between the IT Director and Finance Director.

(2) All online auctions will be placed with a reputable and qualified online auction site that ensures transparency between the City and potential bidders.

(3) All costs of transporting and delivering the auctioned items will be borne by the winning bidder.

SECTION 4. INCORPORATION INTO 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, City Resolutions, or parts thereof, 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, phrase, sentence, provision, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provisions, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption by the City Council and the signature of the Mayor.

ADOPTED THIS ____ DAY OF _____ 2023.

BY: _____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney for the City of Destin, only.

Rey Bailey, City Clerk

Kyle S. Bauman, City Attorney

First Reading: _____

Second Reading: _____

Sec. 2-61. - Authority.

The authority for the enactment of this division is [Section 1.01](#)(b) and (k) of the City Charter, and Section 166.021, Florida Statutes.

(Ord. No. 135, § 1, 6-5-89)

Sec. 2-62. - Definitions.

For the purpose of this division the following terms, phrases, words, abbreviations and their derivation shall have the meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words not defined shall be given their common and ordinary meaning, or for those so included, the meaning found in Ordinance 001 [section [1-2](#)].

Governmental unit shall mean the governing board, commission or authority of Okaloosa County, other municipalities within Okaloosa County, taxing districts of the state within Okaloosa County, the Sheriff of Okaloosa County, or the governing board of the Okaloosa County Fair.

Property shall mean all tangible personal property, owned by the City of Destin, of a nonconsumable nature.

(Ord. No. 135, § 2, 6-5-89)

Sec. 2-63. - Surplus property.

The city council shall, upon the recommendation of the city manager, classify as surplus any of its property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. The city manager's recommendation shall include his best estimate of the property's value.

(Ord. No. 135, § 3, 6-5-89)

Sec. 2-64. - Disposal of surplus property to governmental units.

Within the reasonable exercise of the discretion of the city council and having consideration for the best interest of the city, the value and condition of property classified as *surplus*, and the probability of such property being desired by prospective bidders to whom offered, the city may offer, by letter, surplus property to all other governmental units; and:

(1) Such offer shall disclose the estimated value and condition of the property, and the date and time by which bids should be received.

(2) The best bid may be accepted by the city.

(3) The cost of delivering and transferring the property shall be paid by the successful bidding governmental unit.

(4) If no acceptable bid is received from a governmental unit, the city council may offer for donation such property to the governmental units. The cost of delivering and transferring the property shall be paid by the governmental unit accepting the property.

(Ord. No. 135, § 4, 6-5-89)

• **Sec. 2-65. - Disposal of surplus property to persons.**

Within the reasonable exercise of the discretion of the city council and having consideration for the best interest of the city, the value and condition of property classified as surplus, and the probability of such property being desired by prospective bidders to whom offered, the city may:

(a) Destroy or abandon surplus property.

(b) Dispose of surplus property for value to any person.

(c) Property of which the city council directs sold pursuant to this section shall be sold only to the highest responsible bidder after a request for at least three bids, or by public auction.

(1) If the sale is by bid, all bids shall be submitted on bid forms provided by the city. All bids shall be executed and submitted in a sealed envelope prior to the date and time of the bid opening as advertised in the notice. It is the bidder's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Notice of the sale by bid shall be published twice, more than seven (7) days prior to the date and time of the bid opening, in a newspaper having general circulation within the city and in additional papers, if in the judgment of the city manager, the best interest of the city will better be served by the additional notices. The notice shall contain a description, the estimated value, the location where and time when the surplus property may be inspected, the name and the telephone number of the person to contact regarding the property, and the place, date and time by which the bids must be received.

(2) If the sale is by public auction, notice thereof shall be published twice, more than seven (7) days prior to the sale, in a newspaper having general circulation within the city and in additional papers, if in the judgment of the city manager, the best interest of the city will better be served by the additional notices. The notice shall contain a description, the estimated value, the location where and time when the surplus property may be inspected, the name and the telephone number of the person to contact regarding the property, and the place, date and time when the public auction will be conducted.

ORDINANCE 13-12-CN

AN ORDINANCE OF THE CITY OF DESTIN RELATING TO DISPOSAL OF TANGIBLE PERSONAL PROPERTY; PROVIDING FOR AUTHORITY; PROVIDING FOR SURPLUS PROPERTY DISPOSAL; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin has the authority for the enactment of this Ordinance in section 1.01 (b) and (k) of the City Charter, and Section 166.021, Florida Statutes.

WHEREAS, it is necessary to revise and update City policies that will streamline City government practices.

WHEREAS, the City has property that no longer has value in the day to day operations of the City and needs to be disposed of in a manner beneficial to the City.

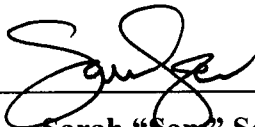
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA:

1. The City Council shall, upon the recommendation of the City Manager, classify as surplus any of its property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. The City Manager's recommendation shall include the best estimate of the property's value.
2. "Property" shall mean all tangible personal property, owned by the City of Destin, of a nonconsumable nature.
3. The disposal of surplus property may be made to all interested parties both, public and private, through a public auction by the following:
 - a. All auction items must be available for review to all interested parties for two weeks prior to the auction.
 - b. The City will publish an advertisement outlining the items for sale, the auction location and time to all interested parties in the local paper at least 14 days prior to the auction.
 - c. The City will advertise the auction with all of the details listed in item "b" on the City website at least 14 days prior to the auction.
 - d. All property sold at a public auction will be made to the highest responsible bidder.
 - e. If a written bid is submitted it must be received prior to the auction date and time advertised.
 - f. All costs of transporting and delivering the auctioned item will be borne by the winning bidder.

4. The disposal of surplus property may be made to all interested parties, both public and private, through an online auction.
 - a. All online auctions will be coordinated between the IT Director and Finance Director.
 - b. All online auctions will be placed with a reputable online auction site that ensures transparency between the City and potential buyers.
 - c. All costs of transporting and delivering the auctioned item will be borne by the winning bidder.
5. Any tangible personal property that cannot be disposed of through either a public or online auction may be disposed of or destroyed in any manner that is legal and in the best interest of the City.
6. All prior Ordinances in conflict with this Ordinance are hereby repealed.
7. This Ordinance shall become effective on October 21, 2013.

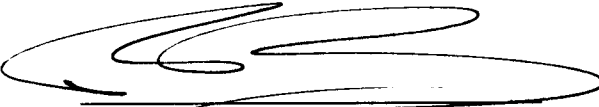
ADOPTED THIS 21ST DAY OF OCTOBER 2013

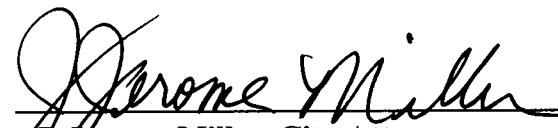
By:


Sarah "Sam" Seevers

ATTEST:

**This form and legal sufficiency of the foregoing
has been reviewed and approved by the City
Attorney.**


Rey Bailey, City Clerk


J. Jerome Miller, City Attorney

First Reading: October 07, 2013
Second Reading: October 21, 2013

First Name Jerod
Last Name Hayden
Home Address 757 Benning Dr
City Destin
State FL
Zip 32541
Phone 8506215811
Email jerodhayden@gmail.com

Business Name *Field not completed.*

Business Address *Field not completed.*

City *Field not completed.*

State *Field not completed.*

Zip *Field not completed.*

Brief description of education and experience:

- Master's Degree of Science in Operations Management
- 15 years experience as a Civilian Program Manager for the USAF. Currently managing a developmental missile program for the Armament Directorate on Eglin AFB.

How long have you lived in Destin? 35 years

Are you currently a resident of Destin? Yes

Are you a registered voter in Okaloosa County? Yes

Do you currently hold a public office? No

Have you ever been convicted of a felony? No

If you have been convicted of a felony, please explain and provide date(s). *Field not completed.*

List any city boards or committees you are currently a member of. *Field not completed.*

Select the board or committee you are interested in serving on. Harbor & Waterways Board

List your qualifications to serve on the selected board or committee. Project Management, Proposal/technical evaluation, Control Account Management

What do you consider the purpose of this board/committee to be? Monitor the condition of the Destin Harbor, growth development recommendation

What would you like to see this board/committee accomplish? Sustainable harbor development and pollution management

If you have discussed this application with any member(s) of the Destin City Council, please identify them. Matt Sweetser

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL

DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

12/18/2022

Email not displaying correctly? [View it in your browser.](#)

ORDINANCE 17-27-CC

AN ORDINANCE OF THE CITY OF DESTIN REGULATING CITY CEMETERIES; PROVIDING FOR AUTHORITY; PROVIDING FOR PURPOSE; PROVIDING FOR MODIFYING CITY CODE SECTION 7-23 – *BURIAL PLOTS AND MAUSOLEUM NICHES*; SECTION 7-28 – *TOMBSTONES, MONUMENTS AND MARKERS*; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. The authority for enactment of this ordinance is Section 1.01(b) and 1.01(e) of the City Charter and Section 166.021, *Florida Statutes*.

SECTION 2. PURPOSE. The purpose of this ordinance is to modify the size requirements for grave markers within the Destin Memorial Ceremony Phase 2.

SECTION 3. AMENDMENT OF CITY CODE, CEMETERY RULES AND REGULATIONS, BY AMENDING SECTION 7-23 – *BURIAL PLOTS AND MAUSOLEUM NICHES* AND SECTION 7-28 – *TOMBSTONES, MONUMENTS AND MARKERS*

NOTE: *Language in sections 7-23 and 7-28 of this ordinance that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, and * * * represents sections that have been skipped and remain unchanged. Language that is not ~~struck through~~ or underlined is not to be changed.*

Section 7-23 is hereby amended as follows:

Section 7-23. Burial Plots and Mausoleum Niches

(d) *Restrictions.* Plot enclosures, fences, curbing, slabs, and coping are prohibited within the Destin Memorial Cemetery Phases I and II because they inhibit proper care and maintenance of the burial plots. Care and maintenance within any existing enclosed area is the total responsibility of the plot owner. If such existing enclosures or curbing are not properly maintained, they may be removed at the direction of the city manager, or their designee. Furthermore, above ground monuments are prohibited within the Destin Memorial Cemetery Phase II except as designated in section 7-28(c) below.

Section 7-28 is hereby amended as follows:

Section 7-28. Tombstones, Monuments and Markers

(a) For Destin Memorial Cemetery Phase I, tombstones, markers, or other monuments ~~must be leveled, and aligned, within plot perimeters so as to not infringe on adjacent plots or rights of ways. Erection of tombstones, markers, and other monuments must be in accordance with accepted standards so that they will not settle or tilt. Single grave space monuments or tombstones shall not exceed three feet in height or exceed 32 inches in width or cover more than two thirds of the width of the grave space. Double monuments or tombstones shall not exceed three feet in height or exceed 64 inches in width or cover more than two thirds of the width of the grave space.~~ must be leveled, and aligned, within burial plot perimeters so as to not infringe on adjacent burial plots or right-of-ways. Erection of tombstones, markers, and other monuments must be in accordance with accepted industry standards so that they will not settle, tilt, or deteriorate. Any materials used to construct a tombstone, marker, or other monument, must also meet industry standards. Each burial plot will be limited to one tombstone, marker, or other monument. Single burial plot monuments, markers, or tombstones shall not exceed three feet in height, nor exceed 32 inches in width, nor cover more than two-thirds of the width of the grave space. Double burial plot (created by joining two adjacent burial plots) monuments, markers, or tombstones shall not exceed three feet in height, nor exceed 64 inches in width, nor cover more than two-thirds of the width of the grave space. Any existing monuments, markers, or tombstones not meeting the standards described herein, as of the effective date of this ordinance, shall be grandfathered in, and shall not be considered to be non-conforming.

(b) For Destin Memorial Cemetery Phase II, only ground-level grave markers will be allowed except as designated in section 7-28(c) below. Such grave markers shall not exceed 19 inches in width and 37 inches in length and shall be installed with the top surface flush with the ground level. However, each grave marker set must be leveled, and aligned, within plot perimeters so as to not infringe on adjacent plots or rights-of-way. Double grave markers shall not exceed 19 inches in width and 64 inches in length. Placement of grave markers must be in accordance with accepted standards so that they will not settle or tilt.

(c) One section of the Destin Memorial Cemetery Phase II will be designated to allow for tombstones, markers, or other monuments which must be leveled, and aligned, within burial plot perimeters so as to not infringe on adjacent burial plots or right-of-ways. Erection of tombstones, markers, and other monuments must be in accordance with accepted industry standards so that they will not settle, tilt, or deteriorate. Any materials used to construct a tombstone, marker, or other monument, must also meet industry standards. Each burial plot will be limited to one tombstone, marker, or other monument. Single burial plot monuments, markers, or tombstones shall not exceed three feet in height, nor exceed 32 inches in width, nor cover more than two-thirds of the width of the grave space. Double burial plot (created by joining two adjacent burial plots) monuments, markers, or tombstones shall not exceed three feet in height, nor exceed 64 inches in width, nor cover more than two-thirds of the width of the grave space.

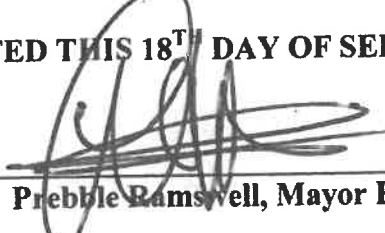
SECTION 4, INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

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.

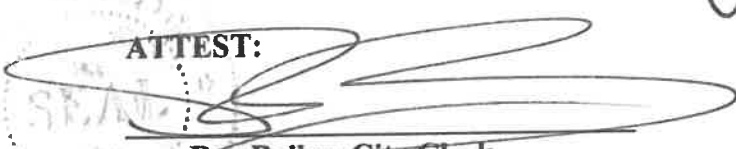
SECTION 4. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect immediately upon approval by council and signature of the Mayor.

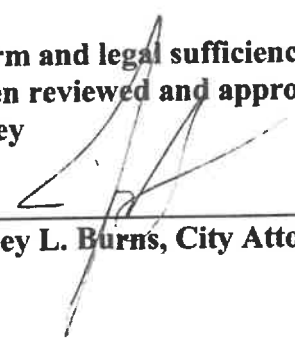
ADOPTED THIS 18TH DAY OF SEPTEMBER 2017
By:


Prebble Ramswell, Mayor Pro Tem

ATTEST:

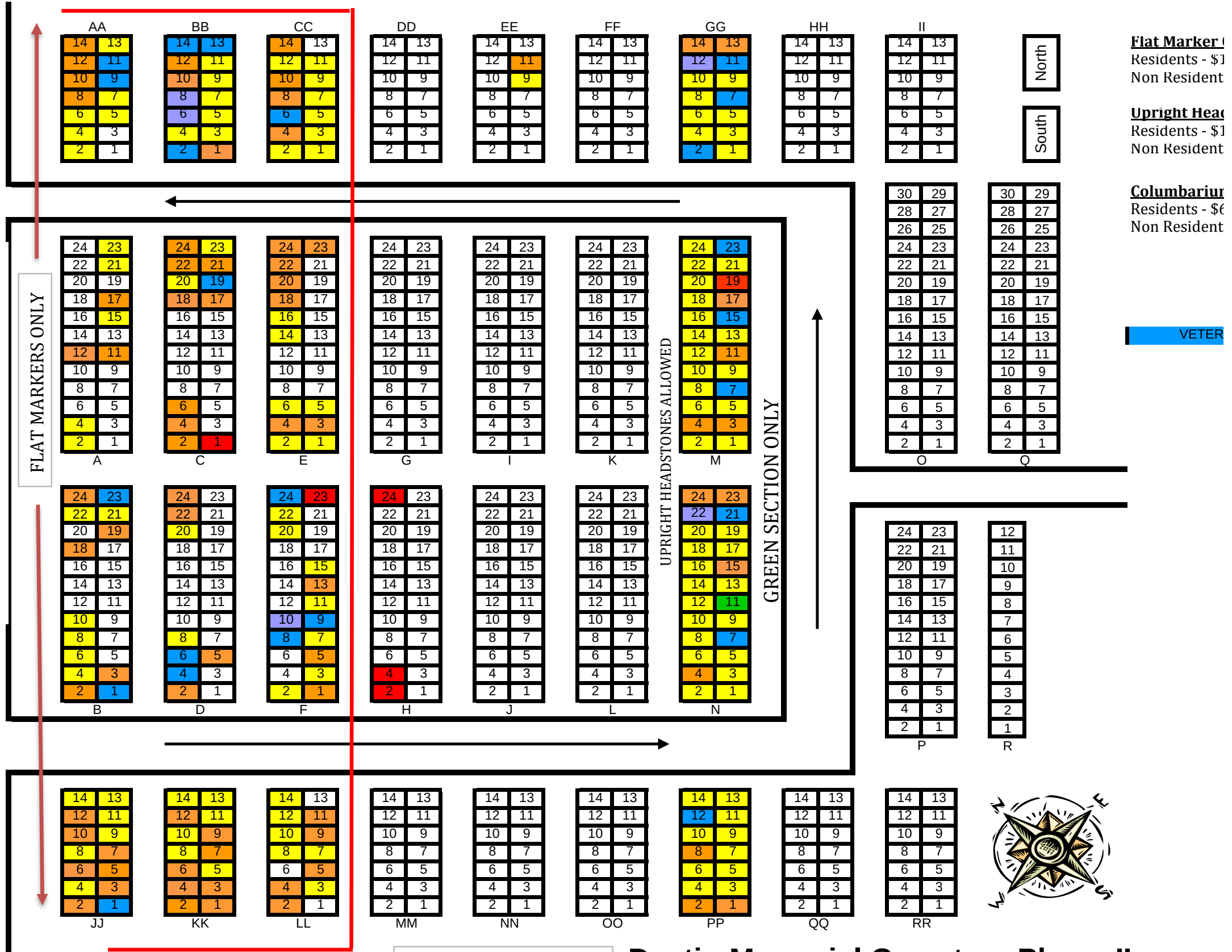

Rey Bailey, City Clerk

**The form and legal sufficiency of the foregoing
has been reviewed and approved by the City
Attorney**


Jeffrey L. Burns, City Attorney

First Reading: September 6, 2017
Second Reading: September 18, 2017

Sibert Avenue



RED - DO NOT SELL! Destin Memorial Cemetery Phase II

Yellow indicates sold plots. **Orange** indicates occupied, **Green** upright headstones only available for purchase
 NW of the **Red line** indicates open sections for sale. Do not sell past red line per City Ordinance 378, Except for green section that allows for upright

First Name	James "Jim"
Last Name	Green
Home Address	824 N Lakeside Dr
City	Destin
State	FL
Zip	32541
Phone	8502595308
Email	Jgreen@cityofdestin.com
Business Name	American Spirit
Business Address	116 Harbor Blvd
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	I believe this would be my second appointment to the Harbor and Waterways Board. I enjoy working with staff and residents/representatives to insure Destin's waterways are constructed and built properly.

How long have you lived in Destin?	41 years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	Destin
Select the board or committee you are interested in serving on.	HARBOR & WATERWAYS BOARD
List your qualifications to serve on the selected board or committee.	A working understanding of federal, state, and local laws
What do you consider the purpose of this board/committee to be?	I consider this to be an oversight board. To maintain the well thought out of Destin's shoreline.
What would you like to see this board/committee accomplish?	Maintaining the oversight of developments along the waterway.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Not at this time.

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL

DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

12/5/2022

Email not displaying correctly? [View it in your browser.](#)

RESOLUTION 19-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, ADOPTING THE ENHANCED PUBLIC RECORDS, RECORD RETENTION, AND RECORD DISPOSITION POLICY ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR DIRECTIONS TO THE CITY STAFF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 119, Florida Statutes, states that the policy of the State of Florida is that all state, county, and municipal records are open for personal inspection and copying by any person and that providing access to public records is a duty of each agency; and

WHEREAS, the public's prompt and efficient access to records is in the interest of the public's health, safety, and welfare; and

WHEREAS, the City of Destin, Florida (the "City") had long standing policies in place supporting the general goals of transparency and open records; and

WHEREAS, the City Council of the City (the "City Council") wishes to further strengthen the City's already robust policies supporting the general goals of transparency and open records; and

WHEREAS, the City has recently implemented processes which will strengthen the City's goals of providing efficient and robust access to public records to the public and wishes to take further action strengthening these goals; and

WHEREAS, the attached Exhibit "A" is a Public Records, Record Retention, and Record Disposition Policy, which further strengthens the City's policies supporting the general goals of transparency and open records; and

WHEREAS, the City Manager of the City and the City Attorney of the City support the implementation of the attached Exhibit "A"; and

WHEREAS, adoption of the attached Exhibit "A," is in the interest of the public's health, safety and welfare, and

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

Section 1. Recitals.

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

Section 2. Adoption of the Enhanced Public Records, Record Retention, and Record Disposition Policy Attached Hereto as Exhibit "A."

An Enhanced Public Records, Record Retention, and Record Disposition Policy is attached to this Resolution as Exhibit "A." By passage of this Resolution, Exhibit "A" is hereby adopted in its entirety.

Section 3. Directions to City Staff.

City staff is hereby directed to take all action necessary to implement and manage the Public Records, Record Retention, and Record Disposition Policy attached hereto as Exhibit "A."

Section 4. Effective Date.

This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY OF DESTIN, FLORIDA THIS
4TH DAY OF NOVEMBER 2019.**



Gary Jarvis, Mayor

ATTEST:



Key Bailey, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
CITY OF DESTIN, ONLY:



Kyle S. Bauman, Esquire
City Attorney

EXHIBIT "A"

CITY OF DESTIN, FLORIDA

PUBLIC RECORDS, RECORD RETENTION, & DISPOSITION POLICY

SECTION A – EXECUTIVE SUMMARY

A.01 – Authority

Florida Constitution, Article I, Section 24;
Florida Statutes, Chapter 119 (Public Records);
Florida Statutes, § 257.36 (Records Disposition);
Florida Statutes, Chapter 668 (Electronic Commerce)
Florida Statutes (various chapters / exemptions to public access to certain records);
Florida Administrative Code (F.A.C.), Ch. 1B-24 (Disposal of Records);
Florida Administrative Code (F.A.C.), Ch. 1B-26 (Electronic Record-keeping);
City of Destin City Charter;
City of Destin City Ordinances;
City of Destin Resolution __ - __.

A.02 - Scope and Applicability

This policy shall apply to all departments of the City.

A.03 – Purpose

It is the purpose of this policy to ensure that the public records of the City of Destin, Florida (the "City"), are efficiently retained and disposed in a manner consistent with Florida Statutes, Florida Administrative Code, the Florida Public Records Act, and the City Charter.

A.04 – Policy Statement

It is the policy of the City to comply with the Public Records Act by making the City's public records available for inspection at reasonable times and under reasonable circumstances and, upon request provide copies of such records at costs authorized by Florida Statutes. Furthermore, it is recognized that employees have a duty to preserve and retain all public records, including certain electronic communications, in compliance with Florida law.

A.05 – Supplemental Administrative Policies & Procedures

The City Clerk (the "Clerk") or City Manager is authorized to adopt additional administrative policies necessary to carry out the recordkeeping and public records functions of the City. All such policies and procedures are incorporated herein.

A.06 – Prompt Handling

It is the goal of the City to fulfill public records requests within 3 business days, provided that the requested records are readily accessible and absent of exempt or confidential information. Voluminous requests, requests spanning multiple city departments, or requests for records

requiring redaction of statutorily exempt or confidential information may result in longer response times.

SECTION B – CUSTODIAN OF RECORDS

B.01 – Custodian of Records.

While public records requests may be submitted to city departments, for the most expeditious processing, public records requests should be directed to the following:

City Clerk
4200 Indian Bayou Trail
Destin, FL 32541
(850) 837-4242

Public records requests can also be submitted through the City's electronic intake portal at:
<https://www.cityofdestin.com/prr>

Departments receiving a public records request directly shall promptly notify the Clerk.

SECTION C – DEFINITIONS

Confidential Public Record: Shall be those records, or portions thereof, specifically designated as “confidential” by applicable statute. Unlike “exempt” records, the City has no discretion and may not release records designated by the Florida Legislature as confidential.

Electronic Communications: All communications, regardless of the technology or means of transmission, sent electronically from one device to another. This includes, but is not limited to, electronic mail (e-mail), SMS messages (text messages), MMS (multimedia / picture messages), social media records (Facebook, Instagram, YouTube, Twitter, etc.).

Employee: As used in this policy, employee shall include all persons who are full-time or part-time employees of the City, including elected officials such as the City Council, Mayor, and shall also include any non-paid volunteers, interns, and appointees to the City's various advisory boards or committees.

Exempt Public Record: Shall be those records, or portions thereof, specifically designated as “exempt” by applicable statute. As exempt records, the City has discretion to release such records, in whole or in part, when there is a specific public purpose.

Long-Term Record: For purposes of this policy, records having a minimum retention period of 5 years, or greater, shall be considered long-term records. In addition, any records a department intends to or has retained for 5 or more years, regardless of the minimum retention period, shall be considered long-term records.

Public Record: Shall have the definition as specified by § 119.011(12), Florida Statutes, as may be amended from time to time, which, as of the date of adoption of this document, reads:

“all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.”

This definition shall be interpreted liberally to include all records prepared in connection with official agency business, including electronic communications, which are intended to perpetuate, communicate, or formalize knowledge. This definition includes e-mails and text messages created or transmitted in connection with the transaction of official business, regardless if the communications were sent from a City-owned device or a privately-owned device.

Redact / Redaction: The act of censoring all or part of a record to obscure or excise exempt or confidential information contained therein, thereby preventing public disclosure of the protected content.

Research: Shall mean those instances where the City elects to compile information that is not routinely developed or maintained by the agency or that requires an extensive amount of manipulation or computer programming.

Records Management System (RMS): The centralized record management system implemented by the City and administered by the Clerk.

Readily Accessible Record: A record that is routine in nature, easily located by staff with a minimum amount of effort, is in a medium that affords easy duplication, and which requires no redaction of exempt or confidential information. Examples of readily accessible records may include City budgets, minutes of official meetings, copies of public notices, etc.

Section D – Records Retention

D.01 – Retention

Records meeting the statutory definition of “public records” must be retained in accordance with Florida law. Records may not be disposed until the longest applicable retention period has been satisfied, per the published retention schedules.

D.02 – Retention Schedules

The State of Florida, Department of State, Division of Library & Information Services (DLIS), per rulemaking authority granted by § 257.36(6), Florida Statutes, has developed a set of records schedules containing individual record series definition various public records, and establishing minimum retention requirements. Employees must adhere to these schedules and shall keep records in compliance with the longest retention period imposed therein.

D.03 – Long-Term Records

It is the policy of the City that all departments utilize the established records management system (RMS) as the primary public records repository for all long-term records of the City. Short-term records may also be stored in the RMS, at the discretion of the appropriate department director.

D.04 – Mandatory Disposal of Source Record

In the interests of efficiency and to eliminate the retention of duplicate copies of records, departments shall expeditiously dispose of all copies of records which have been placed into the RMS archive. Administrative policies will provide specific guidance to staff concerning the disposal of source records.

D.05 – Electronic Mail

All electronic mail (e-mail) communications meeting the statutory definition of a “public record” must be retained in accordance with Florida law. To satisfy this requirement, the City shall maintain IT systems which maintain a searchable archive of messages sent or received from the agency’s centralized e-mail platform (e.g., Microsoft Outlook/Exchange).

To ensure that all e-mail messages meeting the definition of a “public record” are retained, employees are specifically prohibited from using private, non-City e-mail servers to conduct City business (e.g., @gmail.com, @yahoo.com, etc.). Furthermore, should any employee receive unsolicited e-mail communications to their private/personal e-mail account, it is the duty of the employee to preserve and retain all communications meeting the definition of a “public record” and to promptly transfer those records to the custody of the City. (See also: D.06 Text Messaging & Other Electronic Communications).

D.06 – Text Messaging & Other Electronic Communications

In addition to designated City staff, each City Councilmember and the Mayor shall be issued a cellular/mobile phone owned or leased by the City.

Employees shall transmit and/or receive text messages only on devices owned or leased by the City. All City-issued cellular/mobile phones shall be enrolled into the retention system to ensure that all communications sent or received on the City-owned device are automatically retained for public record purposes.

Under this policy, it shall be permissible to transmit messages from a personally owned phone to a City-issued phone, or vice versa, as the City-issued phone will preserve a record of the communications. It is the intent of this section to prohibit City business-related communications originating from a private device from being transmitted to another personally owned device, thereby circumventing the City’s automatic-retention software.

Private Messaging Systems: Employees are specifically prohibited from transmitting or receiving any written electronic communications concerning City business on private messaging systems. Should an employee (1) receive unsolicited communications on a private messaging system or (2) inadvertently transmit such communications, it is the duty of the employee to preserve and retain all communications meeting the definition of a “public record” and to promptly transfer those records to the custody of the City. The Clerk may promulgate written procedures for these circumstances. (See also: D.05 Electronic Mail).

Technologies other than text messaging: The prohibition found in this section shall be broadly interpreted to prohibit the use of any technology for which the City lacks a mechanism to automatically retain every written communication, including instant messaging, personal messaging, social media (Facebook, Twitter, Instagram, Skype), etc.

D.07 – Social Media Records

The IT Department shall implement a retention system to collect and store all content posted to City-owned or maintained social media accounts. All City departments who manage a City-sponsored social media account shall enroll such account into the retention system. All elected officials maintaining a social media account shall maintain public records in all such accounts.

D.08 – Non-City Storage Prohibited

In general, records stored off-site are not protected by the City's insurance policies. Therefore, City records shall be kept and maintained in a City owned or operated facility.

Employees shall not store City records or equipment on devices not owned, leased, or controlled by the City. Any records stored on non-City equipment or non-City premises shall be promptly returned to the custody of the City.

SECTION E – RECORDS DISPOSITION AND DESTRUCTION

E.01 – Disposal of Records; Active Requests or Litigation

No record which is the subject of an active public records request or which pertain to active, pending, threatened, or anticipated litigation shall be disposed without the written consent of the City Attorney and/or the City Land Use Attorney. Upon receipt of a public records request, the Clerk shall relay the public records request to the City Attorney and the City Land Use Attorney. The City Attorney and/or City Land Use Attorney shall provide written notification to the Clerk, of the litigation. The Clerk shall notify each affected department director, the IT director, and the City Manager, and each shall take the appropriate measures to enact a "legal hold" to prevent the disposal or destruction of any records pertaining thereto. Upon the conclusion of litigation, the City Attorney and/or City Land Use Attorney shall inform the parties to lift the "legal hold" placed upon the records.

Records pertaining to an inactive or abandoned records request shall be maintained for at least 30 days after the completion of the request.

All other records may be disposed upon the expiration of the longest applicable retention period. When disposal is conducted, all records containing exempt or confidential information shall be disposed using a means of destruction authorized by the Florida Administrative Code.

E.02 – Disposal Notification

Departments shall notify the Clerk prior to the destruction of any public records in the custody of the City. Prior to the public record's destruction, the Clerk shall ensure that the public records may be destroyed. The Clerk shall consult with the City Attorney and/or the City Land Use

Attorney if there is any vagueness or ambiguity relating to whether the public record may be destroyed.

E.03 – Annual Report to Florida Department of State

In accordance with Chapter 257, Florida Statutes, the Clerk shall complete and return the annual statement to the Florida Department of State summarizing the records disposed during the year.

SECTION F – PUBLIC RECORDS REQUESTS

F.01 – Written Request Not Required

A member of the public shall not be required to submit their request in writing, or upon any pre-printed form. A request may be submitted in any format including written, orally, or via electronic communication including telephone, e-mail or fax. Employees must honor a public records request in any format and/or means of submittal. Anonymous requests are permitted. However, the City encourages requestors to submit written requests through the City's public records request portal, thereby providing documentation of their request should any dispute arise.

F.02 – Acknowledgement and Timely Response Required

Florida courts have ruled that the only permissible delay to providing access to public records is the reasonable amount of time necessary for custodians to locate the responsive records, enforce any applicable exemptions thereto, and to consult with legal counsel as reasonable and necessary. Therefore, staff shall promptly acknowledge all public records requests and respond in good faith.

F.03 – Clerk to Coordinate Requests

The Clerk shall serve as a centralized coordinator of all requests for City records.

F.04 – Log of Requests

The Clerk shall be notified of all requests for City records and the Clerk shall keep a log of all requests.

F.05 – City Attorney and/or City Land Use Attorney to Participate

The City Attorney and/or the City Land Use Attorney shall participate in collection of documents in response to all public records requests as needed.

F.06 – Requests When Litigation Pending or Threatened

In the event the individual or entity requesting access to public records is involved in active or threatened litigation, or is representing such persons, such request shall immediately be relayed to the City Attorney, the City Land Use Attorney, and the City Manager by the Clerk. The Clerk shall consult with the City Attorney and/or the City Land Use Attorney prior to responding to the request.

F.07 – Screening of Records for Exempt or Confidential Information

By Florida law, records custodians are mandated to review records which are known or suspected to contain exempt or confidential content. If a review of the responsive record(s) is warranted, it shall be completed expeditiously by a properly trained employee.

Public records declared as “exempt” or “confidential” by law shall not be made available for inspection or copying to a member of the public, unless the exempted portions are sufficiently redacted to prevent disclosure.

F.08 – Choice of Formats

If City records are available in more than one format, the requestor may choose which format/medium to receive; however, staff are not required to convert records into a new medium or format. Furthermore, staff shall not convert records from one format to another with the intent of frustrating or inconveniencing the request or hindering the requestors ability to easily and conveniently utilize the records or data.

F.09 – Search Parameters

Requestors are highly encouraged to provide as much detail and specificity in each request so as to positively identify the records sought. Specifically, it is helpful for the requestor to:

1. Provide a date range.
2. Provide the name(s) of the specific employees, individuals, City departments, and/or business entities pertaining to your inquiring.
3. Provide a list of relevant keywords or search parameters.
4. If the request pertains to e-mail, provide the relevant e-mail address(es) and/or domain name(s), if known.
5. If the request pertains to property, provide the address, parcel number, or owner’s name, if known.

Providing such detail greatly assists the City staff in narrowing the scope of the request to encompass only those records sought – which reduces the time necessary to provide access to the requested records and can reduce the cost of fulfilling the request, if any.

F.10 – Fees and Fee Schedule

The City shall assess fees associated with public records requests as authorized by Chapter 119, Florida Statutes. Fees are for those items set out in § 119.07(4), Florida Statutes. The following fee schedule is established and consistent with § 119.07(4), Florida Statutes:

- | | |
|--------------------------|-------------------|
| • One-sided copy | \$ 0.15 per page |
| • Two-sided copy | \$ 0.20 per page |
| • Certified copy | \$ 1.00 per page |
| • Compact disc | \$ 6.00 per disc |
| • Special service charge | \$ 21.00 per hour |

The Special service charge shall mean the cost assessed for personnel engaged in the clerical and/or supervisory assistance required for the production of public records. The first aggregate of 15 minutes is at no cost to the requestor; thereafter, the fee is \$21.00 per hour per person and billable in increments of 10 minutes each at \$3.50 per increment, or portion thereof.

For other consumable materials not specifically addressed by said statute, the actual cost of duplication, materials, and postage shall be charged.

If § 119.07(4), Florida Statutes, is amended and the amendment affects this fee schedule or the City's fee schedule is amended, then this fee schedule is self-executing and automatically amended to be consistent with the amendment to § 119.07(4), Florida Statutes and the City's adopted fee schedule.

F.11 – Deposit Required When Fees Assessed

For requests where a fee or special service charge is assessed, staff shall transmit a cost estimate to the requestor and obtain a deposit in the amount of 50% of the total estimate prior to initiating any work relative to the request. In such cases, the responsive records shall not be provided to the requestor until all outstanding assessments have been paid in full (see F.12 – Abandoned Requests).

If the requestor asserts that the deposit requirement is a hardship, the Clerk is authorized to discuss and approve alternative terms.

F.12 – Abandoned Requests

Should the City attempt to contact the requestor and/or transmit a cost estimate and the requestor fails to respond in good faith, the City shall deem the request as "abandoned" after a period of 5 business days and the log shall reflect the abandonment. In cases where holidays or other closures of the City's administrative offices occur, staff shall afford reasonable additional time to the requestor to respond.

F.13 – Requests for Employee Personnel Files

As the City possesses many records relative to individual employees, it is necessary to define the specific items that shall comprise the official "personnel file" in order to provide consistency in the release of records pursuant to a public records request. For purposes of responding to a public records request, the "personnel file" shall constitute those items which document an employee's work history and career events (hiring, transfer, promotion, dismissal, resignation, retirement, etc.), compensation, training, commendations, performance evaluations, disciplinary actions, and/or workplace injuries. This definition thereby excludes records pertaining to fringe benefit selections (i.e., annual open enrollment), garnishments, timesheet/payroll data, background or driving history checks, drug and alcohol tests, federal tax-related forms, pension records, etc. In the event that this policy conflicts with state statutes, then state statutes prevail.

F.14 – Electronic Data

Florida Law mandates that information technology (IT) systems implemented by public agencies shall not erode the public's access to records (see § 119.01(2)(a), Florida Statutes). Therefore, staff shall provide access to public records stored within agency IT systems, including providing access to raw data. In the event no preexisting report or query exists to extract the records sought, a special service charge for extensive use of resources or staff time may be assessed in compliance with this policy. In accordance with Florida State Statutes, the city is not compelled to create new mediums for data.

F.15 – Requests for Research

Requests for research of City records must be responded to reasonably pursuant to Florida Statutes.

F.16 – Standing Requests

The City shall not accept any “standing requests” for records that do not yet exist, or for records which may be created or received by the City at some future date. The City is only obligated to respond to requests by providing records which exist at the time a public records request is submitted.

F.17 – Requests by Employees

City Councilmembers and Mayor: The City Councilmembers and Mayor shall have access to all general records of the municipality, except as otherwise excluded by law.

All other Employees: Requests by an employee other than those specified above in the normal course of his or her duties, shall not fall under the purview of this policy.

F.18 – E-mail Address Confidentiality

Under Florida law, e-mail addresses are public records. If a requestor does not want his or her e-mail address released in response to a public-records request, do not send electronic mail to the City. Instead, the requestor should contact the Clerk’s office by phone or in writing (see § 668.6076, Florida Statutes).

F.19 – Certified Records

For certification, eligible records in City custody shall be certified by affixing the City Seal and being countersigned by the Clerk, Deputy Clerk, or Records Administrator. The Clerk may assess the statutory fee for certification of records.

SECTION G – REDACTION OF PERSONAL INFORMATION**G.01 – Redaction of Personal Information**

Certain current and/or former public employees, victims of certain crimes or domestic abuse, and other persons enumerated in statute are entitled to protection of certain personal information per Florida law.

SECTION H – TRAINING, COMPLIANCE & VIOLATIONS**H.01 – Violations**

Employees are hereby notified that violation of public records law or City policies concerning records shall be grounds for disciplinary action. Repeated violations or flagrant abuses shall be grounds for termination.

H.02 – Senior Leadership Annual Compliance Statement

The City Council, Mayor, City Manager, and Department Heads shall complete annual training, conducted by the City Attorney, concerning the Florida Public Records Law and City public records policies.

H.03 – Sunshine Manual

On an annual basis, the City Council, Mayor, City Manager, and department heads shall be provided a copy of the latest version of the Florida Attorney General's Sunshine Manual.

H.04 – Critical Policy Reminders Circulated by Human Resources

The annual critical policies memorandum distributed by the Human Resources Department shall advise employees of the existence of this policy and inform employees of their responsibility to adhere thereto.

H.05 - Critical Policy Reminders for Committees and Board Members

The annual critical policies memorandum distributed by the City Clerk shall advise Committee and Board Members of their responsibility to adhere thereto.

SECTION I – MISCELLANEOUS PROVISIONS

I.01 - Administration

The Clerk shall be responsible for the preparation of any forms necessary for the implementation of this policy. It shall be his responsibility to administer this policy and to recommend any amendments that may, from time to time, be appropriate.

I.02 – Ministerial Amendments

The Clerk is authorized to periodically update this policy in the event of legislative changes to the Public Records Act or other exemptions created or abolished by the Legislature, or to incorporate new case law from Florida courts. A record of such amendments shall be kept by the Clerk and shall be reflected in the revision history of this policy.

The Clerk shall notify the City Council, Mayor, City Manager, City Attorney, and City Land Use Attorney via memorandum of any planned ministerial revisions to this policy and the revisions shall become effective 10 days thereafter, notwithstanding the objection of any City Councilmember, Mayor, City Manager, City Attorney, and City Land Use Attorney. Upon any objection, the Clerk shall place the revisions on a regular meeting agenda for ratification by the full City Council.

All substantive amendments to this policy shall require ratification by the City Council.

I.03 – Effective Date

This policy shall become effective upon adoption of Resolution by the City Council.

I.04 – Sunset Review

Notwithstanding any administrative updates, it shall be the Clerk's responsibility to schedule this policy for sunset review by the City Council when necessary.

I.05 – Conflicting Provisions

Any conflicting provision of City policy or operating instruction is hereby superseded by this policy. Any provisions of City policy or operating instruction not conflicting with this policy are not superseded.

RESOLUTION 19-27

The City of Destin's Enhanced Public Records
Policy

BRIEF HISTORY OF THE CITY'S PUBLIC RECORDS POLICIES

- ▶ In addition requirements set forth in Florida Statutes, the City has had in place additional, internal requirements and protocols since 2009 relating to public records and how to handle public record requests. These policies help ensure that the law is adhered to and that the City's goal of full transparency is met.
- ▶ See, Operating Instruction ADM-05; Operating Instruction ADM-35; Operating Instruction ADM-56.
- ▶ These policies were legally sufficient and represented more stringent requirements than those in place at most state agencies and local governments. In fact, most state agencies and local governments do not have any written policy in place and rely strictly on Chapter 119, Florida Statute. See, The Florida Public Records Act in the Era of Modern Technology, Ralph A. DeMeo and Lauren M. DeWeil (Florida Bar Journal, Vol. 92, No. 9).

BRIEF HISTORY OF THE CITY'S PUBLIC RECORDS POLICIES

- ▶ While legally sufficient, the City's internal Public Records Policies were disjointed and located in separate locations, making compliance more difficult than necessary.
- ▶ The attorneys and City staff identified this as an area that could be strengthened and made more efficient by adopting a new policy containing all internal requirements in a single location and strengthening mechanisms already in place beyond those found in Chapter 119, Florida Statutes.
- ▶ On November 4, 2019, the attorneys and City staff presented Resolution 19-27 for Council's consideration and Council adopted the Resolution in its entirety.
- ▶ Resolution 19-27 is substantially similar to the City of Tallahassee's policy, which legal scholars believe is the "model template for other agencies and local governments to adapt and apply." The Florida Public Records Act in the Era of Modern Technology, Ralph A. DeMeo and Lauren M. DeWeil (Florida Bar Journal, Vol. 92, No. 9)

EMAILS -- DO'S AND DON'TS FOR ELECTED OFFICIALS

Do's

- ▶ Use your @cityofdestin email address for all correspondence relating to City business. (D.05).
- ▶ If you receive an email at your private email address, then immediately transfer it to your @cityofdestinemail address. (D.05)

Don'ts

- ▶ Use any other email address for any correspondence relating to City business. (D.05)

TEXT MESSAGING & OTHER FORMS OF INSTANT, WRITTEN COMMUNICATION (E.G., DIRECT MESSAGES ON FACEBOOK, TWITTER, INSTAGRAM, SKYPE, ETC.) -- DO'S AND DON'TS FOR APPOINTED OFFICIALS

Do's

- ▶ If you use text messaging or other forms of instant, written communication for City business, use your City cell phone.
- ▶ If you receive or send a text message from your private phone, then you must transmit the text message to your City issued phone or @cityofdestin email address. (D.06)

Don'ts

- ▶ Use your private phone for text messaging or other forms of instant, written communication related to City business.

SOCIAL MEDIA ACCOUNTS -- DO'S AND DON'TS FOR APPOINTED OFFICIALS

Do's

- ▶ If you maintain social media accounts, then you must maintain all public records relating to your board or committee on such accounts. (D.07).
- ▶ If you maintain accounts and the City receives a public records request, then you must thoroughly search your account and produce any responsive material to the City Clerk. (D.07)

Don'ts

- ▶ Delete any social media account relating to the business of your board or committee. (D.07, E.01)
 - ▶ Delete any public or private message that you may have created or received from any individual or entity relating to the business of your board or committee. (D.07, E.01).
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- Three white lines of varying lengths and slopes are positioned in the bottom right corner of the slide, extending from the right edge towards the center.

COMMENTS/QUESTIONS

Several thin, white, parallel lines of varying lengths and slight curves are positioned in the lower right quadrant of the image, extending from the bottom right towards the center.