

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

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

CALL TO ORDER

*** INVOCATION**

PLEDGE OF ALLEGIANCE

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

- 1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
- 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. Main Street Betterment Alliance, Inc. 5k
 - B. Miscellaneous Asphalt Continuing Services, authorization for the City Manager to execute a 1-year extension
 - C. Miscellaneous Concrete Continuing Services Contract, authorization for the City Manager to execute a 1-year extension
 - D. Miscellaneous Road Striping Continuing Services Contract, authorization to renew for 1 year
 - E. Disaster Recovery Services Contract (TFR, Inc.), authorization for the City Manager to execute a 1-year extension
 - F. 2024 Ford F750 Urban Forestry Truck, authorization to purchase
 - G. Disaster Recovery Services (Crowder-Gulf), authorization for the City Manager to execute an extension
 - H. Capt. Royal Melvin Park Off-Season Restroom Hours.
 - I. Approval of minutes of August 21, 2023, Regular City Council Meeting
 - J. Minutes of Boards and Committees - **Informational purposes only**
 - K. Operations Financial Report - **Informational purposes only**
 - L. Capital Project Status - **Informational purposes only**
- 4. CITY MANAGER REPORTS**
 - A. Installation of No "U-Turn" signage on Airport Road, Council authorization
 - B. Florida Power and Light (FPL) Undergrounding Overlay Maps
(October 16, 2023: Councilmember Bagby requested that a GIS map showing electrical

line locations be provided to the council when Ordinance 23-15-CC is brought back for second reading).

- C. Proposal for Destin-Fort Walton Beach Ferry System
- D. Destin Youth Council - Membership Appointments
- E. Announcements

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 23-15-CC - Requiring undergrounding of utilities; changing the name of Chapter 18 of the Code of Ordinances from "Streets and Public Places" to "Utilities, Streets, and Public Places"; amending Chapter 18 of the Code of Ordinances to establish a new Article V "Undergrounding of Utility Facilities" and making other amendments to Chapter 18 for consistency with Article V.
- B. Second reading of Ordinance 23-18-CN - Relating to a Natural Gas Utility Franchise of the Okaloosa Gas District; extending Ordinance 13-02-CN for an additional ten years pursuant to the same terms and conditions set forth in Ordinance 13-02-CN
- C. First reading of Ordinance 23-16-CN - Amending appropriations for certain expenditures, expenses, capital improvements, and certain indebtedness for the City of Destin for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

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

- A. Councilmember Sweetser
- B. Councilmember Geile
 - 1. Project Status Update
- C. Councilmember Destin
- D. Councilmember Bagby
 - 1. Appointment of Mr. Guy Tadlock to the Harbor CRA Advisory Committee
 - 2. ECL Update
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Wagner
 - 1. SUN Trail Master Plan
- I. City Attorney

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

8. ADJOURN

* Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council, or the City staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command.

No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.

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

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

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

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

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023**TYPE OF AGENDA ITEM:**

Consent Agenda**AGENDA OUTLINE NUMBER:**

3.A.

TO: City Council**THRU:** Rey Bailey, City Clerk**FROM:** Kimberly Montgomery, Deputy City Clerk**DATE:** October 12, 2023**SUBJECT:** Main Street Betterment Alliance, Inc. 5k

I. BACKGROUND: The Main Street Betterment Alliance of Destin, Inc. is requesting the use of the city streets to hold their Annual 5k run/walk on Saturday, November 11, 2023.

They have provided all of the required documentation and have notified the Okaloosa County Sheriff's Office, the Destin Fire Control District, and the Okaloosa County Emergency Medical Services of the upcoming request. A map indicates the path of the race. The Okaloosa County Sheriff's Posse has pledged their support and the volunteer race cleaning crew will remove any debris.

II. DISCUSSION:

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

B. Effect on Budget (EOB): The City of Destin shall not incur any expense or revenue as a result of this request.

C. Level of Service (LOS): There is no staff required for this event.

D. Legislative Sponsor:

III. CONCLUSION: All related and required documentation has been provided,

2023-7147

reviewed, and approved by the City Attorney's office. Staff recommends approval of this request.

IV. RECOMMENDED MOTION: I move to approve the Destin Main Street Betterment Alliance's request for use of city right-of-way for their Annual Veteran's Day 5k event on Saturday, November 11, 2023.

Attachments:

1. Main Street Betterment Alliance, Inc.



HOLD HARMLESS AGREEMENT

MAIN STREET BETTERMENT ALLIANCE OF DESTIN, INC. (MSBA) INC agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the VETS DAY 5K to be held on NOVEMBER 11, 2023.

In addition, the MSBA, INC. agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than \$2,000,000.00.

MAIN STREET BETTERMENT ALLIANCE OF DESTIN, INC.
(Corporate Name)

Ronald J. Sandstead
Signature of President

RONALD J. SANDSTEAD - PRESIDENT
Print name and print President next to name

STATE OF FL

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 4th day of OCTOBER 20 23 by RONALD J. SANDSTEAD who is personally known by me ☒ or has produced identification _____ Type of Identification: _____.

Kimberly I. Montgomery
Signature of Notary Taking Acknowledgement

KIMBERLY I. MONTGOMERY
Printed name of Notary Taking Acknowledgement

(Seal)



KIMBERLY I. MONTGOMERY
Commission # HH 208274
Expires March 5, 2026



CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: MAIN STREET BETTERMENT ALLIANCE of Destin, Inc
Type of Event: 5K
Date(s) of Event: NOVEMBER 11, 2023
Location of Event: AMERICAN LEGION - 311 MAIN STREET - DESTIN, FL

- 1.* Certificate of Insurance (**Endorsement to the Policy & Acord is required.**)
provided: Yes: ☒ **This is required.** Date on which provided: 10/4/23
- 2.* Hold Harmless (**Signed Original**) provided: Yes: ☒ **This is required.**
Date on which provided: 10/4/23
- 3.** Permission granted from FDOT for use of State roadway (applicable only if using and closing any portion of State Highway 98) Yes ☐ No ☐
Date written permission granted: N/A
- 4.** Local law enforcement services requested: Yes ☒ **This is required.**
Law enforcement officer contacted: CAPT. JASON FLEIGHUM
- 5.** Destin Fire Control District contacted: Yes ☒ **This is required.**
Person contacted: MATTHEW TAYLOR
- 6.** Okaloosa County Emergency Medical Services contacted:
Person contacted: PATRICK MADDOX Yes ☒ **This is required**
7. Please provide map of race route(s). ☒
8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event:
WE WILL HAVE 14 VOLUNTEERS MANNING INTERSECTIONS & PICKING UP TRASH
9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: SAFE HARBOR PREP CHURCH, AM. LEGION - 311 MAIN STREET
Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense
10. City Park Permit needed: Yes ☐ No ☒ If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.
11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event? YES - NO NOISE

[Signature]
(Requester's or Acting Agent's Signature)

- * **Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.**
- ** **Provide the City a written acknowledgement/concurrence from the agency.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/13/2023

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

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

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 35378
INSURED Main Street Betterment Alliance of Destin, Inc c/o Ron Sandstead 337 Calhoun Avenue Destin FL 32541		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Host Liquor Liability ☐ Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	3DS5474-M3146516	11/11/2023 12:01 AM	11/12/2023 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 1,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 120, Event Type: 5 K Run.

CERTIFICATE HOLDER**CANCELLATION**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

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

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

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

However:

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

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

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

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

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

All other terms and conditions remain unchanged.

OC 80

2023 Vets Day 5K

Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>

Fri 9/29/2023 3:09 PM

To:RON SANDSTEAD <ronsandstead@hotmail.com>

Cc:Patrick Maddox <pmaddox@myokaloosa.com>;Kim Montgomery <kmontgomery@cityofdestin.com>;Tamra L. Cokonougher <tcokonougher@sheriff-okaloosa.org>;Brian M. Parkton <bparkton@sheriff-okaloosa.org>

Mr. Sandstead,

As long as your event is conducted in accordance with the directions given to you by Lt. Parkton, then your event is approved.

Joseph Jason Fulghum
Captain, East District
Okaloosa County Sheriff's Office
4300 E. Legendary Dr. Suite 250
Destin, FL 32541
(850)613-2208

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

RE: 2023 Vets Day 5K

OCEMS

Patrick Maddox <pmaddox@myokaloosa.com>

Tue 9/26/2023 10:28 AM

To: 'RON SANDSTEAD' <ronsandstead@hotmail.com>

Cc: 'kmontgomery@cityofdestin.com' <kmontgomery@cityofdestin.com>; 'Joseph J. Fulghum' <jfulghum@sheriff-okaloosa.org>; Darrel Welborn <dwelborn@myokaloosa.com>

Ron,

No objection from Public Safety pending S/O route approval.

Stay safe,

Patrick Maddox, LE CDR(R)

Director of Public Safety

Okaloosa County Board of County Commissioners

90 College Blvd E.

Niceville, FL 32578

(850) 651-7150

pmaddox@myokaloosa.com



From: RON SANDSTEAD <ronsandstead@hotmail.com>

Sent: Tuesday, September 26, 2023 10:24 AM

To: Patrick Maddox <pmaddox@myokaloosa.com>

Subject: Re: 2023 Vets Day 5K

Thank you for your concern. We anticipate between 120 and 140 runners/walkers.

OCSO was sent a notification last week but I haven't heard from them yet. The Possee usually has a number of their officers present with lights flashing. Along with our volunteers, all the intersections are covered for the safety of our participants.

Thanks for your prompt response -- Ron

From: Patrick Maddox <pmaddox@myokaloosa.com>

Sent: Tuesday, September 26, 2023 9:53 AM

To: 'RON SANDSTEAD' <ronsandstead@hotmail.com>

Cc: 'kmontgomery@cityofdestin.com' <kmontgomery@cityofdestin.com>; Darrel Welborn <dwelborn@myokaloosa.com>; Chief Deputy LaPee <klapee@sheriff-okaloosa.org>; 'Joseph J. Fulghum' <jfulghum@sheriff-okaloosa.org>; Tamara Young Destin PIO <tyoung@cityofdestin.com>

Subject: RE: 2023 Vets Day 5K

Good Morning Ron,

DFCD

RE: 2023 Vets Day 5K

Matt Taylor <MTaylor@destinfire.com>

Tue 9/26/2023 11:22 AM

To: RON SANDSTEAD <ronsandstead@hotmail.com>

Cc: kmontgomery@cityofdestin.com <kmontgomery@cityofdestin.com>; Mike Landis <MLandis@destinfire.com>; Jeff Anderson <JAnderson@destinfire.com>; Justin Blixt <JBlixt@destinfire.com>

Ron,

Thank you for notifying the Destin Fire Control District of the Annual Veterans Day 5K on November 11, 2023 from 8 to 10 am. The appropriate shift has been copied on this e-mail.

Please advise all participants to maintain an awareness for any responding emergency vehicle during all stages of the event and to immediately cede the right-of-way.

Have a great run and if you need any other assistance, please contact me.

This e-mail will serve as the Destin Fire Control District's acknowledgement of this event. Please forward it to the appropriate agencies.

*Matt Taylor, Fire Marshal
Destin Fire Control District
850-837-8413*

From: RON SANDSTEAD <ronsandstead@hotmail.com>

Sent: Tuesday, September 26, 2023 9:31 AM

To: Matt Taylor <MTaylor@destinfire.com>

Subject: 2023 Vets Day 5K

Matt Taylor
Destin Fire Department

My name is Ron Sandstead and I am the president of the Main Street Betterment Alliance of Destin.

We are having our annual Veterans Day 5K on November 11, 2023 from 8 to 10 am. This is our 8th run to raise money for veteran charities.

The run will begin in front of the American Legion at 311 Main Street, Destin at 8 am. It will go north on Main to the intersection with Bayou Drive where it will turn west. At the intersection with Indian Trail, the runners will turn north east to the intersection with Harbor Street and then proceed south for about 100 yards to the midpoint of the 5K. The runners will then turn around and return by the same route they came from the Legion. The finish will be in the Legion front parking lot.

If you could, please put us on your schedule. Also, please let Kim Montgomery (kmontgomery@cityofdestin.com) know that you have received this notice and we have your approval.

Please copy me on your reply to Kim so I know you have approved. Thanks.



From: [Kyle Bauman](#)
To: [Jamie Dittmer](#); [Kim Montgomery](#); [Kimberly Kopp](#)
Cc: [Rey Bailey](#); [Sharon Gardner](#)
Subject: RE: Main Street Betterment Alliance, Inc. 5k Request for use of City ROW
Date: Tuesday, October 10, 2023 1:57:27 PM
Attachments: [image002.png](#)

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

This looks good to go.

Thanks,
Kyle

From: Jamie Dittmer <jdittmer@cityofdestin.com>
Sent: Thursday, October 5, 2023 8:44 AM
To: Kim Montgomery <kmontgomery@cityofdestin.com>; Kimberly Kopp <kkopp@romanokopplaw.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>; Kyle Bauman <kbauman@asglegal.com>
Subject: RE: Main Street Betterment Alliance, Inc. 5k Request for use of City ROW

Good morning,

Everything is in order from my side.

Thanks!

Jamie

Jamie Dittmer, MHR, SHRM-CP
Human Resources Director
CITY OF DESTIN
4200 Indian Bayou Trail
Destin, Florida 32541
O: 850-837-4242, ext 1301
C: 850-714-2484
F: 850-269-9890



From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Wednesday, October 4, 2023 10:44 AM
To: Kimberly Kopp <kkopp@romanokopplaw.com>; Jamie Dittmer <jdittmer@cityofdestin.com>

2023-7167

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023**TYPE OF AGENDA ITEM:**

Consent Agenda**AGENDA OUTLINE NUMBER:**

3.B.

TO: City Council**THRU:** Lance Johnson, City Manager
Kimberly Kopp, City Attorney
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 10/30/2023**SUBJECT:** Miscellaneous Asphalt Continuing Services, authorization for the City Manager to execute a 1-year extension

I. BACKGROUND: The Public Works Department has limited manpower and is not equipped to perform asphalt services. For these more comprehensive projects, it is necessary to outsource the work to vendors who have the equipment and manpower.

II. DISCUSSION: The execution of this contract extension by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council. As per our policy, any project totaling more than \$35,000 will come before City Council for approval.

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

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): Approximately two million dollars has been budgeted for road resurfacing projects in FY24.

C. Level of Service (LOS): Replacement of roads, improved driving surfaces.

D. Legislative Sponsor:

2023-7167

III. CONCLUSION: This action allows for the execution of a one-year contract extension with H&T Contractors LLC for miscellaneous asphaltic concrete services.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute a one-year contract extension with H&T Contractors, LLC through December 31, 2024.

Attachments:

1. ATT1: H&T 2023 Misc Asphaltic Concrete Services Contract Yr1
2. ATT2 H&T Contractors LLC Misc Asphaltic Concrete FY24 Contract Extension

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

On March 6, 2023 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of H&T Contractors, LLC., herein referred to as the **Contractor**, to supply miscellaneous asphaltic concrete services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

This Contract is for supplying the City with all applicable concrete work for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Tim Extensions:

This contract will be in effect from March 7, 2023 through December 31, 2023 and is for supplying the City with miscellaneous asphaltic concrete services.

4. Time for Performance:

The Contractor agrees to provide asphaltic concrete services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

6. Changes in the Work:

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

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

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

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager

will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

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

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. *In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.*

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be affected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of

the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and nowhere else.

15.2 Severability

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

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waive the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

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

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THE RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

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

15.7 Notices

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

15.8 Public Records

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

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

disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:
Lance A. Johnson, City Manager
4200 Indian Bayou Trail
Destin, FL 32541

As to the Contractor:
H&T Contractors, LLC
376 Ben King Road
Freeport, FL 32459

IN WITNESS THEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this 07TH day of MARCH, 2023.



ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN

Lance A. Johnson
Lance A. Johnson, City Manager

SEAL

H&T CONTRACTORS, LLC
CONTRACTOR:

By: Heather Bailey
(Signature)

Heather Bailey
(Printed Name)

Its: MGRM
(Title)

Matthew Shaw
Witness

D. J. Juchand
Witness

City of Destin - RFB 22-10-PW
Miscellaneous Asphaltic Concrete Continuing Services

EXHIBIT A - BID FORM

PART I Bid submitted by:

Company: H & T Contractors, LLC

Address: PO Box 9

City & State: Freeport, FL

Zip Code: 32439

Telephone: (850) 835-0231

Fax: (850) 835-5123

Number of Years in Business: 14

Email: Misty@h-tcontractors.com

PART II Bidding RFB No. 22-10-PW, Miscellaneous Concrete Continuing Services:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation. Contractor must be FDOT Maintenance of Traffic (MOT) certified and use those traffic controls identified in FDOT Standard Plans (102-600 series). Contractor will perform sidewalk work consistent with the FDOT's Local Agency Program (LAP) concrete specifications for formwork, joint placement/depth/material, and concrete finishing and will comply with the FDOT's Standard Plans for Curbing (520-001) and Sidewalk (522-001).

Table 1. SERVICE DESCRIPTION AND SPECIFICATIONS

#	Description	Unit	Unit Price
1	2" Type SP - 12.5 Asphalt Concrete Superpave (Coarse) with fiber	SY	20.25
2	1 1/2" Type SP - 12.5 Asphalt Concrete Superpave (Fine) with fiber	SY	15.75
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) with fiber	SY	13.00
4	Milling of existing asphalt (average 1" depth)	SY	5.00
5	Milling of existing asphalt (average 2" depth)	SY	6.50
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	30.00

Initials of Bidder: HB

City of Destin – RFB 22-10-PW

Miscellaneous Asphaltic Concrete Continuing Services

7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	24.00
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	12.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	10.00
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	8.00
11	Prime Coat	SY	4.00
12	Tack Coat	SY	4.00
13	Asphalt Cut with Abrasive Blade	LF	7.00
14	Concrete Cut with Abrasive Blade	LF	7.00
15	Silt Fence	LF	10.00
16	Straw Waddle	LF	8.00
17	Manhole Adjustment	EACH	1,000.00
18	Valve Box Adjustment	EACH	600.00
19	Removal of Concrete over 6"	SY	15.00
20	Removal of Asphalt up to 4" thick	SY	10.00
21	Removal of Asphalt over 4" thick	SY	15.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	40.00
23	Clear & Grub	SY	2.50
24	Debris Hauling	CY	25.00
25	Tree trimming	HR	300.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	500.00
27	Guardrail (FDOT Index 400)	LF	450.00
28	Mobilization	LUMP	4,000.00
29	12" inch RCP provided, delivered, and installed	LF	92.00
30	15" inch RCP provided, delivered, and installed	LF	92.00
31	18" inch RCP provided, delivered, and installed	LF	101.00
32	24" inch RCP provided, delivered, and installed	LF	125.00
33	30" inch RCP provided, delivered, and installed	LF	157.00
34	36" inch RCP provided, delivered, and installed	LF	240.00
35	42" inch RCP provided, delivered, and installed	LF	285.00
36	48" inch RCP provided, delivered, and installed	LF	350.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	45.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	55.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	65.00

Initials of Bidder: HB

City of Destin – RFB 22-10-PW

Miscellaneous Asphaltic Concrete Continuing Services

40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	75.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	120.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	140.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	160.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	180.00
45	Concrete Headwall or Drainage Structure	CY	900.00
46	Mitered end section – medium, 12" to 15"	EACH	2,000.00
47	Mitered end section – large, 18" to 24"	EACH	4,500.00
48	Concrete flume (4" thick)	SY	200.00
49	Inlet Apron (4" thick)	SY	120.00
50	Raise existing inlet (assume 3" adjustment)	EACH	3,000.00
51	Lower existing inlet (assume 3" adjustment)	EACH	2,500.00
52	6" Diameter Yard Inlet, installed, maximum 2" depth	EACH	3,000.00
53	Excavation and Haul Off	CY	25.00
54	Well Points	DAY	4,500.00
55	Grout (joint)	EACH	2,500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" thick)	SY	20.00
57	Swale Installation (grading)	CY	100.00
58	Concrete Collar (any size)	EACH	3,000.00
59	Rip Rap Rubble (up to 12" stone, 18" thick), provided, delivered, and installed	SY	600.00
60	Rip Rap Rubble (up to 24" stone, 36" thick), provided, delivered, and installed	SY	700.00
61	6" Drainpipe, provided, delivered, and installed	LF	45.00
62	Type "C" inlet installed (maximum depth 6')	EACH	5,000.00
63	*Concrete Driveway 6" thick	SY	108.00
64	*Concrete Sidewalk 4" thick	SY	72.00
65	*Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	25.00
66	*Concrete Type "D" Curb	LF	30.00
67	*Concrete Type "E" Curb & Gutter	LF	35.00
68	*Concrete Type "F" Curb & Gutter	LF	34.00
69	*Concrete Modified (18") Type "F" Curb & Gutter	LF	30.00
70	American Disabilities Act (ADA) truncated dome mat installation, cast-in-place type	SF	48.00
71	Traffic Control (MOT) cost	DAY	2,000.00
72	Bermuda Sod installed	SY	4.50
73	St Augustine Sod installed	SY	5.75

Initials of Bidder: HB

City of Destin – RFB 22-10-PW

Miscellaneous Asphaltic Concrete Continuing Services

74	Centipede Sod installed	SY	13.50
75	Irrigation Repair – labor only	HR	250.00
76	Type "C" inlet installed (depth 6-10')	EACH	5,500.00
77	Type "C" inlet installed (depth 10 -14')	EACH	6,000.00
78	Junction Box installed (maximum depth 6')	EACH	5,000.00
79	Speed Hump Installation (2 lanes)	EACH	3,000.00
80	Speed Table Installation (2 lanes)	EACH	4,500.00

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

*Shall be fiber-reinforced 4000psi.

Materials and Supplies will be billed at the contractor's wholesale price or contractor's wholesale price plus 25%. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.

SAFETY NOTE

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

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

Part III Certifications

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

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

Initials of Bidder: HB

City of Destin – RFB 22-10-PW
Miscellaneous Asphaltic Concrete Continuing Services
and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Heather Bailey, MGR

Signature: Heather Bailey

Date of Bid: 02/16/2023

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

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

END OF BID FORM

Initials of Bidder: HB

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of January 2024 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H&T Contractors LLC. The purpose of this agreement is to extend for one year a contract for services dated March 6, 2023 between the City of Destin and H&T Contractors LLC to provide miscellaneous asphaltic concrete services for the City. This agreement will begin on January 1, 2024 and will extend through December 31, 2024.

This is the **1st of 4** possible extensions.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree to add a jury trial waiver, and a public records provision, as follows:

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract dated March 6, 2023 is made part hereof as though expressly rewritten, incorporated, and included herein.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

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

Witnesses:

City of Destin

(Signature)

By: _____
Lance A. Johnson
City Manager

(Signature)

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

H&T Contractors LLC

(Signature)

By: _____
(Signature)

(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

2023-7168

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023**TYPE OF AGENDA ITEM:**

Consent Agenda**AGENDA OUTLINE NUMBER:**

3.C.

TO: City Council**THRU:** Lance Johnson, City Manager
Kimberly Kopp, City Attorney
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 10/30/2023**SUBJECT:** Miscellaneous Concrete Continuing Services Contract, authorization for the City Manager to execute a 1-year extension

I. BACKGROUND: The Public Works Department has limited manpower and is not equipped to perform concrete services. For these more comprehensive projects, it is necessary to outsource the work to vendors who have the equipment, expertise, and manpower.

II. DISCUSSION: The signing of this contract by the City in no way guarantees the City will, nor obligates the City to, expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council.

This is the 3rd of four possible extensions.

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

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

V. Improve Mobility and Connectivity

B. Effect on Budget (EOB): Funding for miscellaneous concrete services is available in the City's Renewal and Replacement program, CIP budget for a specific

2023-7168

project, and in the operating account for the responsible Department, as applicable for small repair projects. Any budgeted work orders greater than \$35,000 will be brought forth for Council approval before proceeding.

C. Level of Service (LOS): Improved pedestrian pathways, park facilities, and roads.

D. Legislative Sponsor:

III. CONCLUSION: This action will allow the City to secure Miscellaneous Concrete Services for an additional year.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to sign a 1-year contract extension with SH Hayes Enterprises, LLC for miscellaneous concrete services.

Attachments:

1. ATT1 SH Hayes Enterprises LLC
2021-2022 Contract - Misc Concrete
2. ATT2 SH Hayes price adjustment
letter and supporting documents for
CC packet
3. ATT3 SH Hayes Amendment 1 2023
4. ATT4 SH Hayes Enterprises LLC
Misc Concrete Services FY24 Contract
Extension

CITY OF DESTIN, FLORIDA

CONTRACT

**MISCELLANEOUS CONCRETE
CONTINUING SERVICES CONTRACT**

On SEPTEMBER 20, 2021, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of S.H. Hayes Enterprises LLC, herein referred to as the **Contractor**, to supply miscellaneous concrete services. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS CONCRETE SERVICES

1. Entire Contract:

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

2. Intent of Contract:

This Contract is for supplying the City with all applicable miscellaneous concrete services for specific City projects. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from **October 1, 2021** through **December 31, 2022** and is for supplying the City with miscellaneous concrete services. Upon the agreeance of both parties, this contract is eligible for up to four one-year renewals.

4. Time for Performance:

The Contractor agrees to provide miscellaneous concrete services to the satisfactory approval and acceptance by the City.

5. Compensation:

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

a. Requests for Compensation (Invoices) shall be accompanied by the following:

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Works Director or designee. The Public Works Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the

work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Works Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

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

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

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

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

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

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

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waive the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

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

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

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

15.7 Notices

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

15.8 Public Records

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

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

As to the City:

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

As to the Contractor:

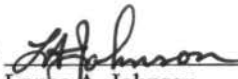
S.H. Hayes Enterprises, LLC
707 W 8th Street Circle
Lynn Haven, FL 32444

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 30th day of September, 2021.

ATTEST:


Rey Bailey
City Clerk

CITY OF DESTIN

By: 
Lance A. Johnson
City Manager

SEAL

As to Legal Form:

Kyle Bauman, Esq.
City Attorney

S.H. Hayes Enterprises, LLC

Samuel A. Hayes
Witness

Dawn Mickle
Witness

CONTRACTOR:

By:

(Signature)

(Printed Name)

Its:

(Title)

City of Destin - RFB 21-05-PS
Miscellaneous Concrete Continuing Services

EXHIBIT A - BID FORM

PART I Bid submitted by:

Company: S.H. Hayes Enterprises, LLC
Address: 707 W 8th Street Circle
City & State: Lynn Haven, FL Zip Code: 33444
Telephone: (850) 814-9139 Fax: ()
Number of Years in Business: 45 Email: Shayes1218@yahoo.com

PART II Bidding RFB No. 21-05-PS, Miscellaneous Concrete Continuing Services:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation. Contractor must be FDOT Maintenance of Traffic (MOT) certified and use those traffic controls identified in FDOT Standard Plans (102-600 series). Contractor will perform sidewalk work consistent with the FDOT's Local Agency Program (LAP) concrete specifications for formwork, joint placement/depth/material, and concrete finishing and will comply with the FDOT's Standard Plans for Curbing (520-001) and Sidewalk (522-001).

SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Unit	Unit Price
Concrete Driveway, 6 inches thick*	Square Foot	\$ 8.95
Concrete Sidewalk, 4 inches thick*	Square Foot	\$ 10.25
Concrete Flat/Ribbon Curb (12" wide by 8" deep)*	Linear Foot	\$ 18.00
Concrete Type "D" Curb*	Linear Foot	\$ 18.00
Concrete Type "E" Curb & Gutter*	Linear Foot	\$ 24.00
Concrete Type "F" Curb & Gutter*	Linear Foot	\$ 30.00
Concrete Modified (18") Type "F" Curb & Gutter*	Linear Foot	\$ 30.00
Concrete Pads <1000 square feet*	Square Foot	\$ 10.25
Concrete Pads ≥1000 square feet*	Square Foot	\$ 5.75
Fill Dirt provided, delivered, spread, and compacted	Cubic Yard	\$ 24.00
FDOT qualified Traffic Control (MOT) cost	Per Day	\$ 200.00
Bermuda Sod installed	Square Foot	\$ 2.75

Initials of Bidder: HH

City of Destin - RFB 21-05-PS

Miscellaneous Concrete Continuing Services

St Augustine Sod installed	Square Foot	\$ 8.75 .97	VH
Centipede Sod installed	Square Foot	\$ 7.75 .86	VH
Removal of Concrete 4 inches thick	Square Foot	\$ 2.00	
Removal of Concrete 6 inches thick	Square Foot	\$ 3.00	
Removal of Asphalt (up to 4 inches thick)	Square Foot	\$ 2.00	
Clear & Grub	Square Foot	\$ 2.50	
Debris Hauling	Cubic Yard	\$ 40.00	
Silt Fence	Linear Foot	\$ 4.25	
Asphalt Cut with Abrasive Blade	Linear Foot	\$ 4.50	
Concrete Cut with Abrasive Blade	Linear Foot	\$ 5.50	
Concrete (sidewalk joint) Grinding	Linear Foot	\$ 6.00	
Tree trimming	Per Hour	\$ 100.00	
Aluminum Pipe Guiderail (FDOT Index 870)	Linear Foot	\$ 140.00	
Irrigation Repair	Per hour	\$ 60.00	
American Disabilities Act (ADA) truncated dome "cast-in-place" paver unit installation, yellow <i>materials provided by City to match</i>	24" x 48" (each)	\$ 372.00	
	24" x 60" (each)	\$ 408.00	
	24" x 72" (each)	\$ 455.00	
	24" x 96" (each)	\$ 555.00	
	24" x 120" (each)	\$ 700.00	
Swale Installation (grading)	Cubic Foot	\$ 11.50	
Additional Services not previously described			
Item	Unit	Unit Price	
Manhole Adjustments	opening + lid	\$ 475.00	
Asphalt Patching (Hot mix)	Sq. FF x 2" thick	\$ 34.50	
		\$	
		\$	
		\$	

*All concrete installations shall be fiber-reinforced 4000psi.

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

SAFETY NOTE

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

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

Initials of Bidder: VH

S.H. Hayes Enterprises

1776 Tranquil Court
Chipley, FL 32428
(850) 326-5471
ShannonH@SHHayesEnterprises.com

March 02, 2023

City of Destin
4100 Indian Bayou Trail
Destin, FL 32541

To Whom It May Concern,

As many of you may know, during the last two years the price of lumber, concrete, rebar, diesel fuel, and every other construction material has soared in price. Due to the epidemic of Coronavirus, we have made little to no profit from our work with the City of Destin performing miscellaneous concrete projects because of these soaring prices. These are some examples of the inflation in our current economy.

- **FDOT Regulation 4000 PSI Concrete - Exhibit A**
 - September 23, 2021 - \$135/Cubic Yard
 - February 15, 2023 - \$175/Cubic Yard
 - **\$40/Cubic Yard Price Increase (30%)**

- **Concrete Fiber - Exhibit B**
 - November 11, 2021 - \$7.50/Cubic Yard
 - February 15, 2023 - 10.50/Cubic Yard
 - **\$3/ Cubic Yard Price Increase (40%)**

- **USA Average Diesel Fuel - Exhibit C**
 - September 23, 2021 - \$3.38/Gallon
 - February 13, 2023 - 4.44/Gallon
 - **\$1.05/Gallon Price Increase (31%)**

These economic price increases are affecting S.H. Hayes as a business, as well as affecting our concrete suppliers.

Today, we are asking to amend our contract prices to better serve you, and the citizens of Destin, FL. A revised price sheet is attached to this letter.

When reviewing our revised prices, please take into consideration that our prices are based on what we as a business have to profit in order to pay our vendors as well as pay our employees.

We would be more than happy to explain our prices, answer any questions, or discuss price changes.

Best regards,

James "Dylan" Wright

dylanw@shhayesenterprises.com

(850) 814-3866

Project Manager, S.H. Hayes Enterprises

RBM CONTRACTING
SERVICES-LLC

118 Industrial Park Rd
Freeport, FL 32439
Office: 850-622-1434

Invoice

Date	11/11/2021
Invoice #	807
Terms	Due on receipt

PAST DUE

Bill To
S H Hayes 707 W 8th St Lynn Haven, FL 32444

Ship To
862 US Hwy 98 Destin, FL

P.O. No.	
----------	--

Description	Qty	Rate	Amount
Ticket # 24591-Pour Date 11/10/21			
Concrete Sales-4000 PSI W/89 Stone	4.85	135.00	654.75T
Fuel Surcharge	1	40.00	40.00
Fiber	4.85	7.50	36.38T

Exhibit A**Exhibit B**

RBM Concrete Services appreciates your patronage.
Florida CGC# 1518187 - WOSB & FDOT Certified
www.rbmcontracting.com

Subtotal \$731.13**Sales Tax (6.5%)** \$44.93**Total** \$776.06**Payments/Credits** \$0.00**Balance Due** \$776.06

RBM CONTRACTING SERVICES-LLC

Quote

Date: 2/15/2023

Bill To:

Job Site Address:

Item Code	Description	Price Each	Quantity	Amount
Concrete Sales	3000 psi concrete	165.00	1	165
Concrete Sales	3500 psi concrete	170.00	1	170
Concrete Sales	4000 psi concrete	175.00	1	175
Concrete Sales	4500 psi concrete	180.00	1	180
Concrete Sales	5000 psi concrete	185.00	1	185
	Fiber per yard	10.50	1	10.5
	Surcharge per truck	40.00	1	40
	1% calcium	10.50	1	10.50
	2% calcium	21.00	1	21.00
	Over hour fee \$25/ 15 minutes over first hour	25.00	1	25
	*** 4 YDS Minimum ***			
Total				\$982.00

Search



DATA

TOOLS

SUPPORT

PLANS



b 27 2023

unsaved)

EXPORT

Annotate

CHART OPTIONS

ADD

1D 5D 1M 3M 6M YTD 1Y 3Y 5Y 10Y MAX DATE RANGE 09/20/2021 10/20/2021

US Retail Diesel Price (I:USRDP)

Sep 20 '21

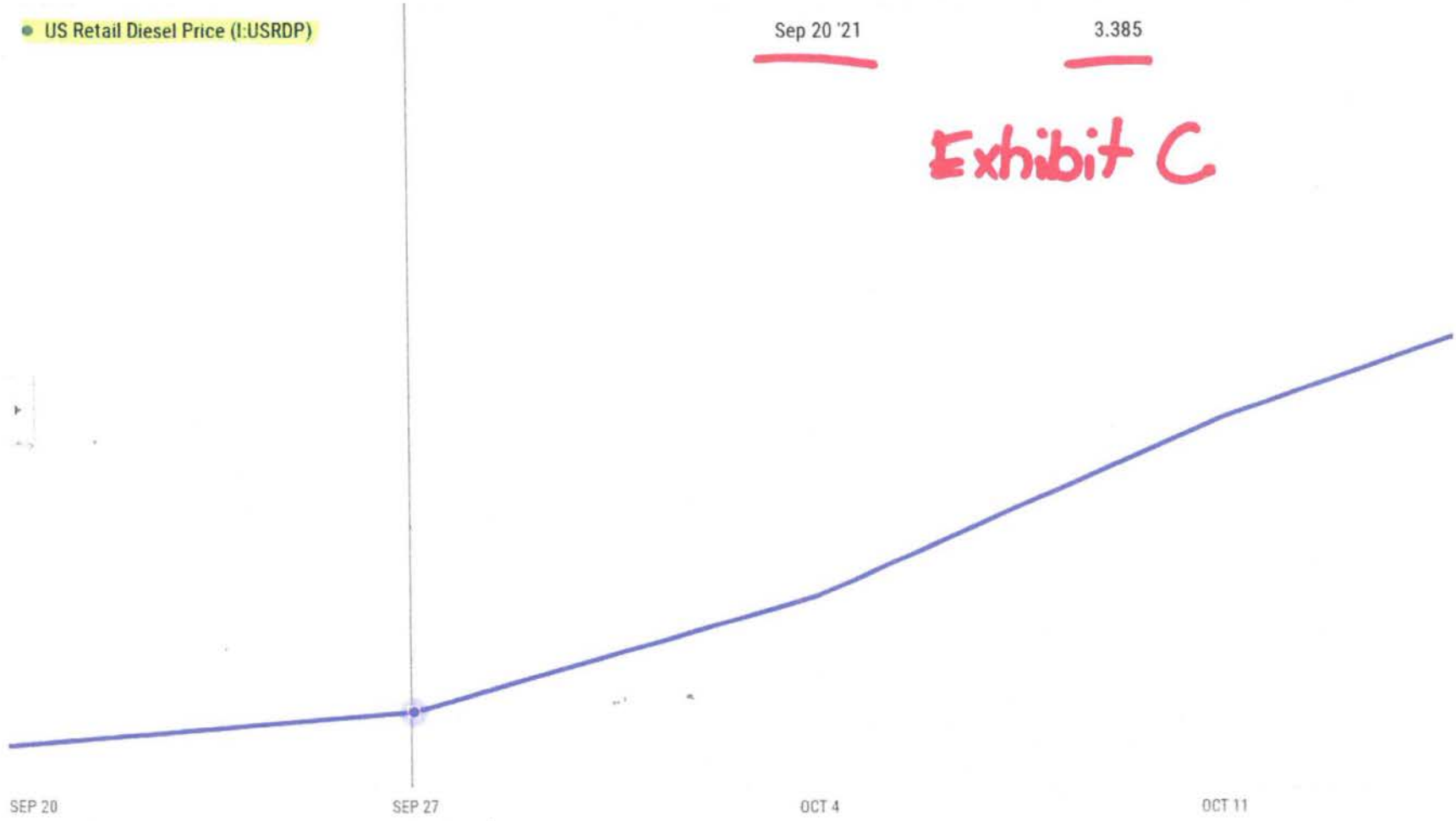
3.385

Exhibit C

ADD BROWSE

LIST

+ CREATE



Search



DATA

TOOLS

SUPPORT

PLANS



27 2023

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EXPORT

Annotate



CHART OPTIONS



PI

ADD

1D

5D

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3Y

5Y

10Y

MAX

DATE RANGE

09/20/2021

02/20/2023

US Retail Diesel Price (I:USRDP)

Feb 13 '23

4.444

Exhibit C

ADD

BROWSE

LIST

+ CREATE

JAN '22

MAY '22

SEP '22

13

Item	Unit	Previous Unit Price	New Unit Price
Concrete Driveway, 6 Inches Thick*	Square Foot	\$8.95	\$11.99
Concrete Sidewalk, 4 Inches Thick*	Square Foot	\$6.25	\$8.37
Concrete Flat/Ribbon Curb (12" Wide by 8" Deep)*	Linear Foot	\$18.00	\$24.12
Concrete Type "D" Curb*	Linear Foot	\$18.00	\$24.12
Concrete "E" Curb & Gutter*	Linear Foot	\$24.00	\$32.16
Concrete Type "F" Curb & Gutter*	Linear Foot	\$30.00	\$40.20
Concrete Modified (18") Type "F" Curb & Gutter*	Linear Foot	\$30.00	\$40.20
Fill Dirt Provided, Delivered, Spread, and Compacted	Cubic Yard	\$24.00	\$31.44
FDOT Qualified Traffic Control (MOT) Cost	Per Day	\$200.00	\$250.00
Bermuda Sod Installed	Square Foot	\$0.87	\$0.87
St. Augustine Sod Installed	Square Foot	\$0.97	\$0.97
Centipede Sod Installed	Square Foot	\$0.86	\$0.86
Removal of Concrete 4 Inches Thick	Square Foot	\$2.00	\$2.62
Removal of Concrete 6 Inches Thick	Square Foot	\$3.00	\$3.93
Removal of Asphalt (Up to 4 Inches Thick)	Square Foot	\$2.00	\$2.62

Clear & Grub	Square Foot	\$2.50	\$3.27
Debris Hauling	Cubic Yard	\$40.00	\$52.40
Silt Fence	Linear Foot	\$4.25	\$4.25
Asphalt Cut with Abrasive Blade	Linear Foot	\$4.50	\$5.89
Concrete Cut with Abrasive Blade	Linear Foot	\$5.50	\$7.20

Tree Trimming	Per Hour	\$100.00	\$131.00
Aluminum Pipe Guiderail (FDOT Index 870)	Linear Foot	\$140.00	\$183.40
Irrigation Repair	Per Hour	\$60.00	\$60.00
Manhole Adjustments	One Ring & Lid	\$475.00	\$475.00
Asphalt Patching (Hot Mix)	Square Foot x 2" Thick	\$34.50	\$34.50
Excavation	Square Foot	\$2.50	\$2.50
Curb Removal	Square Foot	\$6.50	\$6.50

*All Concrete Installations shall be fiber-reinforced 4000psi.

**AMENDMENT NO. 1 TO
MISCELLANEOUS CONCRETE SERVICES CONTRACT
BETWEEN
CITY OF DESTIN
AND
S.H. HAYES ENTERPRISES**

THIS AMENDMENT is made and entered into this 4th day of April 2023, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **S.H. HAYES ENTERPRISES** (hereinafter referred to as "CONTRACTOR"), to amend the Miscellaneous Concrete Services Contract dated September 30, 2021; and

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

Item (*all concrete items are 4000psi w/ reinforcement fibers)	Unit	2021 Unit Price	2023 Unit Price
Concrete Driveway 6" thick*	Square Foot	\$8.95	\$11.99
Concrete Sidewalk, 4" thick*	Square Foot	\$6.25	\$8.37
Concrete Flat/Ribbon Curb (12"W x 8"D)*	Linear Foot	\$18.00	\$24.12
Concrete Curb Type "D"*	Linear Foot	\$18.00	\$24.12
Concrete Type "E" Curb & Gutter*	Linear Foot	\$24.00	\$32.16
Concrete Type "F" Curb & Gutter*	Linear Foot	\$30.00	\$40.20
Concrete Mod. Type "F" Curb & Gutter*	Linear Foot	\$30.00	\$40.20
Fill Dirt Provided, Delivered, Spread, and Compacted	Cubic Yard	\$24.00	\$31.44
FDOT Qualified Traffic Control (MOT)	Per day	\$200.00	\$250.00
Bermuda Sod Installed	Square Foot	\$0.97**	\$0.97**
St. Augustine Sod Installed	Square Foot	\$0.97	\$0.87
Centipede Sod Installed	Square Foot	\$0.86	\$0.86
Removal of concrete 4" thick	Square Foot	\$2.00	\$2.62
Removal of concrete 6" thick	Square Foot	\$3.00	\$3.93
Removal of Asphalt (up to 4" thick)	Square Foot	\$2.00	\$2.62
Clear & Grub	Square Foot	\$2.50	\$3.27
Debris Hauling	Cubic Yard	\$40.00	\$52.40
Silt Fence	Linear Foot	\$4.25	\$4.25
Asphalt Cut w/ Abrasive Blade	Linear Foot	\$4.50	\$5.89
Concrete Cut w/ Abrasive Blade	Linear Foot	\$5.50	\$7.20
Tree Trimming	Per Hour	\$100.00	\$131.00
Aluminum Pipe Guardrail (FDOT Index 870)	Linear Foot	\$140.00	\$183.40

Irrigation Repair	Per Hour	\$60.00	\$60.00
Manhole Adjustments	One Ring & Lid	\$475.00	\$475.00
Asphalt Patching (Hot Mix)	Square Foot (2" thick)	\$34.50	\$34.50
Excavation	Square Foot	\$2.50	\$2.50
Curb Removal	Square Foot	\$6.50	\$6.50
** Scribner's error on Contractor amended Exhibit "A", corrected by staff for this contract amendment.			

IN WITNESS WHEREOF, the City and Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF DESTIN

S.H. HAYES ENTERPRISES

Lance A. Johnson
City Manager

Leslie Hayes
Owner

Attest:

City Clerk

SEAL

EXHIBIT
None

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of January 2024 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and S.H. Hayes Enterprises LLC. The purpose of this agreement is to extend for one year a contract for services dated September 20, 2021 (as amended) between the City of Destin and S.H. Hayes Enterprises LLC to provide miscellaneous concrete services for the City. This agreement will begin on January 1, 2024 and will extend through December 31, 2024.

This is the **2nd of 4** possible extensions.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree to add a jury trial waiver, and a public records provision, as follows:

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 20, 2021, and the amendment from April 2023, are made parts hereof as though expressly rewritten, incorporated, and included herein.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

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

Witnesses:

City of Destin

(Signature)

By: _____
Lance A. Johnson
City Manager

(Signature)

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

S.H. Hayes Enterprises LLC

(Signature)

By: _____
(Signature)

(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

2023-7193

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023**TYPE OF AGENDA ITEM:**

Consent Agenda**AGENDA OUTLINE NUMBER:**

3.D.

TO: City Council**THRU:** Lance Johnson, City Manager
Kimberly Kopp, City Attorney
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 10/30/2023**SUBJECT:** Miscellaneous Road Striping Continuing Services Contract, authorization to renew for 1 year

I. BACKGROUND: The Public Works Department has limited road striping installation equipment and is not equipped to perform major road striping projects. For these more comprehensive projects, it is necessary to outsource the work to vendors who have the equipment and manpower.

II. DISCUSSION: The signing of this contract renewal by the City in no way guarantees the City will, nor obligates the City to expend its funds. It merely authorizes the City to utilize the contractor if funds are allocated by Council. The original contract is provided as ATT1 and the 1-year extension as ATT2. This renewal represents the third of four possible renewals.

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

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): Below is the list of projects that will require road restriping. Any budgeted work in excess of \$35,000 will be brought first to council for approval before preparing a Purchase Order.

2023-7193

1. Calhoun Ave (US98 to Cross Street)
2. Matthew Blvd and a short section of John Ave
3. Main Street (US98 to Airport Road)
4. Legion Drive (Main Street to Beach Drive)

C. Level of Service (LOS): Improved day- and night-time visibility of lanes, stop bars, crosswalks, etc.

D. Legislative Sponsor:

III. CONCLUSION: This action allows for the City Manager to execute a contract extension for miscellaneous road striping services.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute a contract extension for 1 year with Emerald Coast Striping LLC for miscellaneous road striping services on behalf of the City.

Attachments:

1. ATT1 Emerald Coast Striping LLC,
2020-2021 Misc Road Striping
Contract
2. ATT2 Emerald Coast Striping FY24
Contract Extension

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES CONTRACT

On September 8 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the "**City**," accepted the bid of Emerald Coast Striping LLC, herein referred to as the "**Contractor**," to supply miscellaneous road striping for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ROAD STRIPING CONTINUING SERVICES CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

This Contract is for supplying the City with all applicable road striping work for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Renewals:

This contract will be in effect from October 1, 2020 through September 30, 2021, and is for supplying the City with miscellaneous road striping services. Upon mutual agreement of the parties, this contract may be renewed on a year by year basis up to a total four times.

4. Time for Performance:

The Contractor agrees to provide road striping services for the satisfactory approval and acceptance by the City.

5. Compensation:

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

a. Requests for Compensation (Invoices) shall be accompanied by the following:

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

6. Changes in the Work:

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

10. Cancellation:

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

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Works Director or

designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

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

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

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

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

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts

and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

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

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waive the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

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

15.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

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

15.7 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return

receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

As to the City:

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

As to the Contractor:

Emerald Coast Striping LLC
1901 N East Ave
Panama City, FL 32405

15.8 Public Records

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

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

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

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 28TH day of SEPTEMBER, 2020.

ATTEST:

Rey Bailey
City Clerk

SEAL

CITY OF DESTIN

By: Lance A. Johnson
Lance A. Johnson
City Manager

As to Legal Form:



Kyle Bauman, Esq.
City Attorney

Emerald Coast Striping LLC
CONTRACTOR:

By: 

(Signature)

Eric Bailey

(Printed Name)

Erica Elinson

Witness



Witness

Its: OPERATIONS MANAGER

(Title)



ORIGINAL

EXHIBIT A – BID FORM

PART I Bid submitted by:

Company: Emerald Coast Striping, LLC.
 Address: 1901 N. East Avenue
 City & State: Panama City, FL Zip Code: 32405
 Telephone: (850) 215-4875 Fax: (850) 271-4875
 Number of Years in Business: 13 Email: aric@ecstriping.com

PART II Bidding RFB No. 20-10-PS, Miscellaneous Road Striping Continuing Services Contract:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation.

SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Description	Unit Price	Unit
Four-inch (4") solid painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.15</u>	Linear Foot
Four-inch (4") skip painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.12</u>	Linear Foot
Six-inch (6") solid painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.30</u>	Linear Foot
Six-inch (6") skip painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.18</u>	Linear Foot
Four-inch (4") solid thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ <u>0.65</u>	Linear Foot
Four-inch (4") skip thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ <u>0.55</u>	Linear Foot
Six-inch (6") solid thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ <u>1.00</u>	Linear Foot

Initials of Bidder: MS



ORIGINAL

Six-inch (6") skip thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ 0.85	Linear Foot
Stop Bars (24")	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Crosswalks (12")	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Messaging (School, Bike lane graphics, STOP, etc.)	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Raised Pavement Markers	Material plus installation	\$ 5.00	Each
Please list any additional services with their respective costs below.			
Item	Description	Unit Price	Unit

SAFETY NOTE

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

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

Part III Certifications

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver

Initials of Bidder: ABJ



ORIGINAL

same without additional cost to the City of Destin at the specified location for the quotations listed above.

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

Signature and Certification:

Name and Title of Authorized Representative: Aric Bailey - operations manager

Signature: [Signature]

Date of Bid: 8.13.2020

Note: See RFB Section III (page 5), Bid Requirements, and attached all required information to Bid Form.

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

END OF EXHIBIT A

Initials of Bidder: [Signature]

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of January 2024 is between the City of Destin, Florida (“City”), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Emerald Coast Striping, LLC (“Contractor”). The purpose of this agreement is to extend for twelve months a contract for road striping services effective October 1, 2020 between the City of Destin and Emerald Coast Striping, LLC to provide miscellaneous road striping services for the City. This agreement will begin on January 1, 2024 and will extend through December 31, 2024.

This represents the **3rd of 4** possible contract extensions.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree that the jury trial waiver, and a public records provision are amended as follows:

Jury Trial Waiver:

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

Public Records:

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract that became effective on October 1, 2020 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

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

Witnesses:

(Signature)

(Signature)

City of Destin

By: _____
Lance A. Johnson
City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

(Signature)

(Signature)

Emerald Coast Striping, LLC

By: _____
(Signature)

(Name & Title)

ATTEST: _____
(Signature)

(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023**TYPE OF AGENDA ITEM:**

Consent Agenda**AGENDA OUTLINE NUMBER:**

3.E.

TO: City Council**THRU:** Lance Johnson, City Manager
Kimberly Kopp, City Attorney
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 10/30/2023**SUBJECT:** Disaster Recovery Services Contract (TFR, Inc.), authorization for the City Manager to execute a 1-year extension

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

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

This is the 4th of 4 possible extensions.

- A. Link to Strategic Goals / Objectives:** I. Financially Sound City providing Service Excellence
II. Enhanced Quality of Life and Safety for Families

III. Economic Development and Revitalization (post-disaster)

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): The adopted FY24 budget includes \$100,000 for emergency response (30558500-565000-HURRC GF-capital expenditures-hurricane/disaster response). Approval of this agreement will not encumber funds unless a disaster response is required. Additional funding (if required) will be provided by Council in the event of a disaster.

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

D. Legislative Sponsor:

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

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

Attachments:

1. ATT1 TFR Enterprises Disaster Recovery Contract
2. ATT2 TFR Contract Extension Agreement 2024
3. ATT3 TFR Inc. Bid Proposal

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

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

TERMS AND CONDITIONS OF CONTRACT FOR THE DISASTER RECOVERY CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

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

4. Time for Performance:

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

5. Compensation:

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

6. Changes in the Work:

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

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

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

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

10. Termination by Notice and Annual Appropriation Contingency:

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

11. Performance of Work/Responsibilities:

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

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

12. Termination for Default:

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

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

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

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

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

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

13. Disclosure:

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

14. RESERVED

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Attorney's Fees

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

15.6 No Assignment

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

15.7 Binding on Successors

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

15.8 WAIVER OF RIGHT TO JURY TRIAL

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

15.9 Duplicates and Counterparts

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

15.10 Public Records Law

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

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

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

15.11 Notices

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

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

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

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

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

CITY OF DESTIN:

By: Lance Johnson
Lance Johnson
City Manager

ATTEST:

Rey Bailey
City Clerk

SEAL

APPROVED AS TO LEGAL FORM:

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

TFR Enterprises, Inc.

By: Tipton F. Rawland
(Signature)

Printed Name: Tipton F. Rawland

Its: CEO

WITNESS: _____

WITNESS: Wm. J. Gan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2019

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

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

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

COVERAGES

CERTIFICATE NUMBER: 466015417

REVISION NUMBER:

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

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

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

City of Destin
4200 Indian Bayou Trail
Destin FL 32541

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: TFREN

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

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

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

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

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

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

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

CONTRACT EXTENSION AGREEMENT

This agreement and amendment, dated the 1st day of January 2024, is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and TFR Enterprises Inc. The purpose of this agreement is to extend a Contract for services originally dated September 4, 2019 between the City of Destin and TFR Enterprises, Inc. to provide miscellaneous debris removal/disaster recovery services for the City.

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 4, 2019 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This 4th of 4 possible extensions will expire on December 31, 2024.** Both parties must agree prior to the extension of any additional extension agreement and neither party has the right to unilaterally extend the contract.

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

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

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

CITY OF DESTIN

Witnesses:

(Signature)

By: _____
Lance A. Johnson, City Manager

(Signature)

ATTEST: _____
Rey Bailey, City Clerk

TFR ENTERPRISES, INC.

Witnesses:

(Signature)

By: _____
(Signature)

(Printed Name and Title)

(Signature)

ATTEST: _____

(Printed Name and Title)

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

Destin

Recover

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

Rebuild

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



Renew

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

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

2 p.m.

**TFR Enterprises, Inc
Tiffany Jean**

601 Leander Drive, Leander, TX 78641

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

copy

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Years in business supplying Disaster Recovery Services

Location of Firm

Previous work Experience

Current work commitments

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

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

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

SCOPE OF SERVICES PART ONE – DEBRIS REMOVAL

Emergency Road Clearance

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

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

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

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

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

Hazardous Stumps (Removal, Back-fill, Haul)

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

Temporary Debris Staging and Reduction Sites TDSRS

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

TDSRS Site Reclamation

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

Disaster Event Generated Hazardous Wastes Abatement

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

Sand Screening

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

Documentation and Inspections

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

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

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

Priority of Work Areas

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

Working Hours

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

Debris Disposal

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

White Goods

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

SCOPE OF SERVICES PART TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE
See Note (1)

1. PUBLIC ASSISTANCE PROGRAM

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

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

b) Documentation Support

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

c) Consultation and negotiation services

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

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

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

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

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

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

Bid Certification:

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

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

Signature and Certification:

Name and Title of Authorized Representative: Tipton F. Rowland, CEO

(Print or Type)

Signature: [Signature]

Date of Bid: June 3, 2019

Note: Attach all required information to this Bid form.

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

END OF BID FORM



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

B. Number of Years the Firm Has Been in Business

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



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

C. Location of Firm

601 Leander Drive
Leander, Texas 78641

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

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

Tyndall Air Force Base

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



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

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



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

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



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

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



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

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



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

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



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



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

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


E. Current Standby Contracts

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



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



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

F. Availability

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2019

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

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

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

INSURED TFREN
T F R Enterprises Inc
601 Leander Drive
Leander TX 78641

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

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

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

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

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

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

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

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

For Information only

*

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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

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

Umbrella is follow form

State of Florida

Department of State

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

The document number of this corporation is F02000004640.

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

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

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



Randy R. ...
Secretary of State

Tracking Number: 2132244038CU

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

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



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

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

FUZZELL, ROBERT HUNTER

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

LICENSE NUMBER: CRC1331035

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

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

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

CONTRACTOR INVOICING

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

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

COSTS FOR SCOPE OF SERVICES PART ONE- DEBRIS REMOVAL

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

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

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

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

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

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

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

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

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

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

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

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

Sand Screening

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

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

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

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

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

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

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

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

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

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



T.F.R. Enterprises, Inc.

DISASTER RESPONSE DIVISION

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

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

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

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

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

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

_____ day of _____, 2019.

Owner

Owner

Phone

Address

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

Print Name

Title

Signature

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

Phone Operator: _____ DATE: _____ TIME: _____

Caller: _____

Address: _____

Call Back Number: _____

Map/Page/Parcel Number: _____ Owner: _____

INSPECTION

Inspection Date: _____ Inspection Time: _____

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

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

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

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

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

This the _____ day of _____, 20_____.

Authorized Agent or Employee of the City of Destin FL

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

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

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

1. This sworn statement is submitted with Bid or Contract:

No. 19-04-PS

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

601 Leander Drive, Leander, TX. 78641

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

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

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

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

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

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

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

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

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

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

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

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

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

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

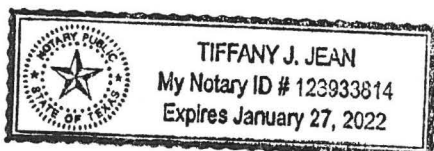
(Signature)

Date: 6/3/19

STATE OF FLORIDA Texas
COUNTY OF Williamson

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 3rd day of June, 2019, and is personally known to me, or has provided personally known as identification.

My Commission expires:



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

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

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

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

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

ADDENDUM #1

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

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

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

Clarification:

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

Tipping fees are addressed on page 13 of Attachment 2.

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

Hourly Rate Sheet is in Attachment 3, page 15

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

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

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

END OF ADDENDUM #1

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

Receipt of Addendum #1 is hereby acknowledged:

Tipton F. Rowland
Print Name


Signature

6/3/19
Date

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023**TYPE OF AGENDA ITEM:**

Consent Agenda**AGENDA OUTLINE NUMBER:**

3.F.

TO: City Council**THRU:** Lance Johnson, City Manager
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 10/30/2023**SUBJECT:** 2024 Ford F750 Urban Forestry Truck, authorization to purchase

I. BACKGROUND: The approved FY24 budget provides funding for the replacement of aging vehicles in the City's Fleet.

II. DISCUSSION: This 2024 Ford F750 Urban Forestry Unit will replace 05-01, a 2005 GMC C7500 Urban Forestry Unit.

This truck is currently used for annual tree trimming, clearing limbs over sidewalks and roadways, is used to replace the "Welcome to Destin" banner and Main Street art banners, and will be used after a storm to remove fallen trees and limbs.

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

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): The acquisition of a replacement bucket truck is in the 2024 Adopted Budget as follows:

	30058585-565000-
	RRV54
	GF RR FOR PW
	VEH
	\$ 365,000
FY 24 Adopted Budget*	365,000
Previous Expenses/Encumbrances	-
Available Program Budget	365,000
This Agreement +(-)	(239,877)
FY 24 Remaining Program Budget	\$ 125,123

C. Level of Service (LOS): Increased reliability as this replacement vehicle will be under warranty. Our existing 2005 truck recently had its transmission go out. It is currently in the shop in Pensacola.

D. Legislative Sponsor:

III. CONCLUSION: Approving this item will allow the City to replace an 18-year old vehicle. Upon receipt, the 2005 truck will be put up for auction.

IV. RECOMMENDED MOTION: I move the the City Manager be authorized to issue a Purchase Order to Ingram Equipment for the purchase of a 2024 Ford F750 Urban Forestry Unit.

Attachments:

1. ATT1: Ford F750 Forestry Truck, quote from Ingram Equipment
2. ATT2: Urban Forestry Truck Literature

**Ingram Equipment Company**

11 Monroe Drive 400 Dupree Street 1596 S. Bethel Road Unit A
Pelham, AL 35124 Tallahassee, FL 32304 Priceville, AL 35603
8559 Bellingrath Road 1311 Industrial Park Road
Theodore, AL 36582 Columbus, MS 39701
Phone: (205) 663-3946
www.ingramequipment.net

Ship To: CITY OF DESTIN
4200 INDIAN BAYOU TRL
DESTIN, FL 32541-4305

Invoice To: CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
DESTIN FL 32541

Branch		
01 - PELHAM		
Date	Time	Page
10/04/2023	8:44:59 (O)	1
Account No	Phone No	Est No 01
DESTI001		Q00614
Ship Via		Purchase Order
Tax ID No		
STEPHEN CHURCHARD		Salesperson SC

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 11/02/2023 Amount

2024 FORD F750 DIESEL HYDRO BRAKES
DUR-A-LIFT DPM2-52FP 59' FORESTRY
NON-CDL
COLOR: WHITE
VIN: 1FDPF7DC9RDF05093

\$2500 DEPOSIT REQUIRED

Sale Total: 236137.00

Miscellaneous Charges/Credits

=====

FREIGHT CHARGE Qty: 1

Miscellaneous Charges/Credits Total: 3740.00

Subtotal: 239877.00

Quote Total: 239877.00

Authorization: _____

SOURCEWELL CONTRACT 060920-NAF

***This Unit May Be Subject to Manufacturer Surcharges
After Issuance of Purchase Order.***

***THANK YOU FOR YOUR BUSINESS, IT IS GREATLY
APPRECIATED.***

Thank You For Your Business!

URBAN FORESTRY P A C K A G E

DUR-A-LIFT®



SHOWN: DTAX2-45 AERIAL WITH 9'9" CHIPPER BOX

SPECIFICATIONS

	DPM2 SERIES	DTAX2 SERIES	
	DPM2-53	DTAX2-45	DTAX2-40
WORKING HEIGHT	60'*	50'	45'
SIDE REACH	31'6"	30'	28'
APPROX. STOWED TRAVEL HEIGHT	12'4"	11'3"	11'2"
HEIGHT TO BOTTOM OF PLATFORM	54'	45'	40'
BASKET CAPACITY	600#	350#	400#
APPROX. LIFT WEIGHT	4400#	2585#	2450#
ARTICULATING ARM TRAVEL	0° to 75°	-5° to 81°	-5° to 81°
MAIN BOOM TRAVEL	-30° to 75°	-25° to 75°	-25° to 75°
EXTENSION TRAVEL	120"	122.5"	110.5"

Dur-A-Lift Inc. reserves the right to improve models and change specifications without notice or obligation. Dur-A-Lift equipment meets or exceeds all applicable ANSI Standards as of the date of manufacture.

*Maximum height achievable with addition of the optional 22" basket elevator.

DPM2 SERIES

- ADDED REACH & LOAD CAPACITY ☐
- WORKING HEIGHT UP TO 60'; SIDE REACH TO 31'6" ☐
- 11'9" ALUMINUM CHIPPER BOX ☐

DTAX2 SERIES

- COMPACT UNIT WITH A BIG REACH ☐
- UNDER CDL OPTIONS ☐
- WORKING HEIGHT UP TO 50'; SIDE REACH TO 30' ☐
- 7'6" & 9'9" ALUMINUM CHIPPER BOX OPTIONS ☐

DUR-A-LIFT®
WE SPEAK BUCKET TRUCK

DPM2

Models: DPM2-53

STANDARD

Proportional controls; lower override controls; engine start/stop from basket; basket access from ground; compensated upper boom; insulated models available in category C or D; hydraulic basket leveling; continuous rotation; joystick and lockout controls; 180° basket rotator; 24"x 30" fiberglass basket, 600# capacity

OPTIONAL

High electrical resistant controls; outriggers; basket liner for fiberglass baskets; fiberglass main and articulating booms; tool circuits; D.C. backup system; 22" basket elevator; non-insulated versions available (DPM2S); 110 v outlet at basket (non-insulated only)



CHIPPER BODY FEATURES

Single swing rear gate with robust latch; pruning compartment; superior top ventilation; cross box for pole saws; marine grade aluminum; separate compartment for ropes; shovel & ladder compartment; Oval flashers front and rear; option for additional compartments under chipper body (shown above)

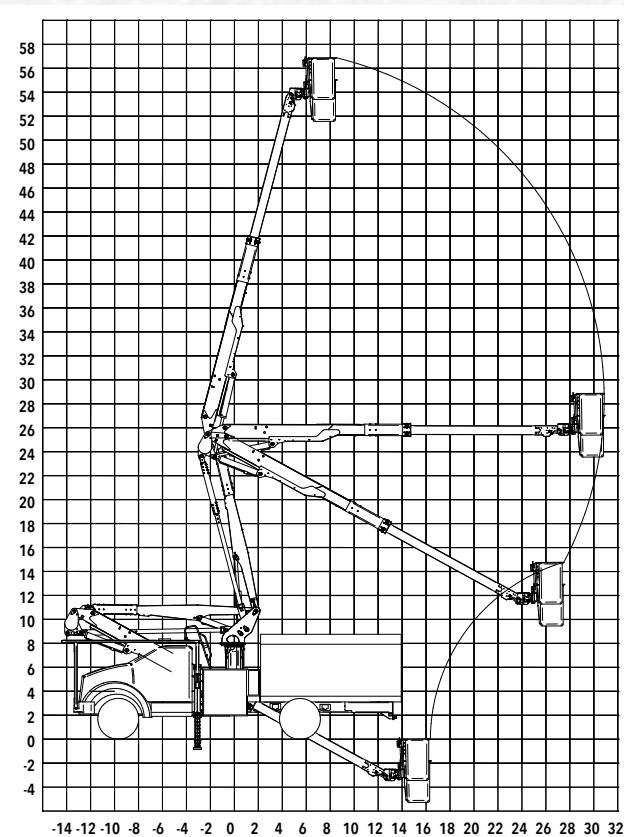
INSULATED OR NON-INSULATED

The Urban Forestry Package is available in insulated (Cat. C or D) or non-insulated formats. Full pressure controls.

Insulated: DPM2-53, DTAX2-45, DTAX2-40

Non-insulated: DPM2S-53, DTAX2S-45, DTAX2S-40

REACH DIAGRAM



Reach up to 60' with optional basket elevator



DPM2-53 AERIAL; 33,000 GVWR CHASSIS; 11'9" BODY



DTAX2

Models: DTAX2-45, DTAX2-40



STANDARD

CONTROLS: Proportional controls; lower controls with override located at the turntable; engine start/stop from the basket; individual control levers

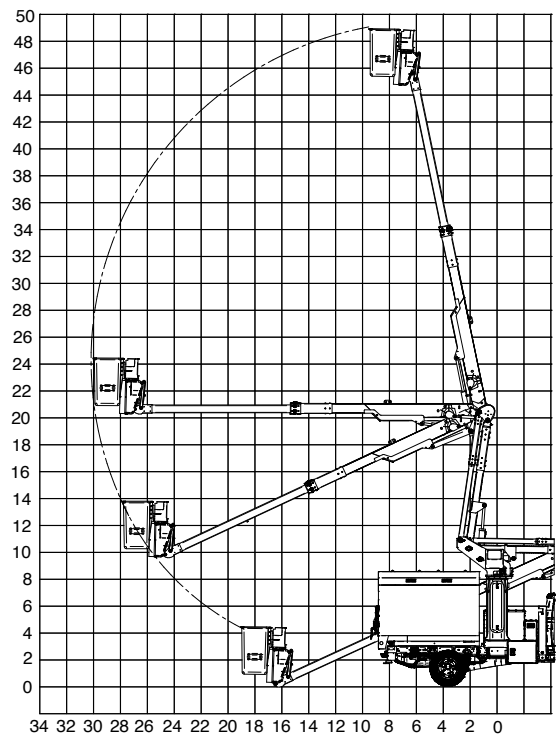
HYDRAULIC SYSTEM: Rated pressure is 2200 PSI; operating pressure is 2000 PSI; open center hydraulic system; 180° rotating basket

MECHANICAL SYSTEM: Telescoping and articulating boom action; offset main boom reduces travel height; shear ball rotation driven; fully enclosed worm gear box; non-continuous rotation; insulated extension boom 46 kV (DTAX2); 24" x 24" basket, 350# capacity; 110V outlet at upper controls (DTAX2S).

OPTIONAL

Single hand joystick upper control; outrigger or torsion bars; 12 volt DC backup; fixed basket position (side or end); basket offered in various sizes and configurations; basket liner 50 kV (DTAX2); main boom fiberglass insert (DTAX2); chassis isolator art boom fiberglass insert (DTAX2); continuous rotation; tool trays of various sizes; basket and control cover; upper and lower hydraulic tool circuits; lower stow/dump control; special paint color.

REACH DIAGRAM



END HUNG BASKET CONFIGURATION SHOWN.
SUBTRACT 2 FT FOR ACCURATE SIDE REACH
VALUE FOR SIDE HUNG BASKET.



DTAX2-45 AERIAL; 22,000 GVWR CHASSIS; 9'9" BODY

URBAN FORESTRY

P A C K A G E

DUR-A-LIFT®
WE SPEAK BUCKET TRUCK

URBAN FORESTRY PACKAGES

Ask about available aerial, chassis, and chipper body options. Let us build an Urban Forestry truck that's the perfect size for your needs.

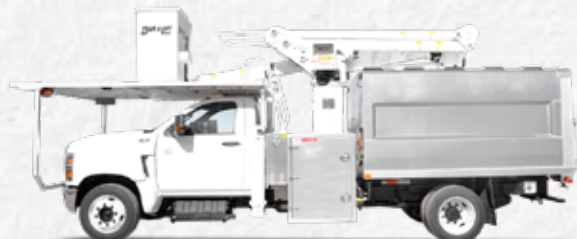


	DPM2-53	DTAX2-45		DTAX2-40	
WORKING HEIGHT	60'*	50'	50'	45'	45'
CHASSIS, CLASS REQ.	Class 6	Class 6	Class 5+	Class 6	Class 5+
CHIPPER BODY LENGTH	11'9"	9'9"	7'6"	9'9"	7'6"

*With optional basket elevator



CHIPPER BODY DIMENSIONS: 11'9" (L) X 96" (W) 54" (H)



CHIPPER BODY DIMENSIONS: 9'9" (L) X 96" (W) 54" (H)



CHIPPER BODY DIMENSIONS: 7'6" (L) X 96" (W) 54" (H)

EASY UNLOAD

The Urban Forestry bucket trucks feature a scissor hoist for quick and easy unloading.



READ MORE



DUR-A-LIFT, INC., 2002 KINGBIRD AVENUE, PO BOX 31, GEORGE, IOWA 51237
WWW.DUR-A-LIFT.COM | 1-877-4DURALIFT | SALES@DUR-A-LIFT.COM

WWW.DUR-A-LIFT.COM

2023-7170

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023**TYPE OF AGENDA ITEM:**

Consent Agenda**AGENDA OUTLINE NUMBER:**

3.G.

TO: City Council**THRU:** Lance Johnson, City Manager
Kimberly Kopp, City Attorney
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 10/30/2023**SUBJECT:** Disaster Recovery Services (Crowder-Gulf), authorization for the City Manager to execute an extension

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

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

This is the 4th of 4 possible extensions.

- A. Link to Strategic Goals / Objectives:** I. Financially Sound City providing Service Excellence
II. Enhanced Quality of Life and Safety for Families

III. Economic Development and Revitalization (post-disaster)

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): The FY24 adopted budget includes \$100,000 for emergency response (30558500-565000-HURRC GF-capital expenditures-hurricane/disaster response). Approval of this agreement will not result in an encumbrance of funds unless disaster response becomes necessary. Additional funding (if required) will be provided by Council in the event of a disaster.

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

D. Legislative Sponsor:

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

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

Attachments:

1. ATT1 CrowderGulf Joint Venture Disaster Recovery Contract
2. ATT2 Crowder Gulf Contract Extension Agreement 2024
3. ATT3 CROWDERGULF Original Bid Proposal

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

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

TERMS AND CONDITIONS OF CONTRACT FOR THE DISASTER RECOVERY CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

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

3. Term of Contract and Time Extensions:

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

4. Time for Performance:

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

5. Compensation:

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

6. Changes in the Work:

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

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

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

7. Insurance:

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

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

8. Indemnification:

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

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

9. Licensing:

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

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

10. Termination by Notice and Annual Appropriation Contingency:

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

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

11. Performance of Work/Responsibilities:

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

12. Termination for Default:

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

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

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

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

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

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

13. Disclosure:

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

14. RESERVED

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

15.3 Sovereign Immunity

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

15.4 Construction

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

15.5 Attorney's Fees

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

15.6 No Assignment

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

15.7 Binding on Successors

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

15.8 WAIVER OF RIGHT TO JURY TRIAL

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

15.9 Duplicates and Counterparts

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

15.10 Public Records Law

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

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

15.6 Notices

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

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

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

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

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

CITY OF DESTIN:

By: Lance Johnson
Lance Johnson
City Manager

ATTEST:

Rey Bailey
City Clerk

SEAL

APPROVED AS TO LEGAL FORM:

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

CrowderGulf Joint Venture, Inc.

By: Ashley Ramsay-Naile
(Signature)

Printed Name: Ashley Ramsay-Naile

Its: Sr. Vice President/COO

WITNESS: Wesley Nailo

WITNESS: Maya Chellai Tunn

CONTRACT EXTENSION AGREEMENT

This agreement and amendment, dated the 1st day of January 2024, is between the City of Destin, Florida, a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and CrowderGulf Joint Venture, Inc. The purpose of this agreement is to extend a Contract for services originally dated September 4, 2019 between the City of Destin and CrowderGulf Joint Venture, Inc. to provide miscellaneous debris removal/disaster recovery services for the City.

It is expressly agreed by the parties that this contract is an extension to the Contract dated September 4, 2019 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein. **This 4th of 4 possible extensions will expire on December 31, 2024.** Both parties must agree prior to the extension of any additional extension agreement and neither party has the right to unilaterally extend the contract.

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

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

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

CITY OF DESTIN

Witnesses:

(Signature) By: _____
Lance A. Johnson, City Manager

(Signature) ATTEST: _____
Rey Bailey, City Clerk

CROWDER-GULF JOINT VENTURE

Witnesses:

(Signature) By: _____
(Signature)

(Printed Name and Title)

(Signature) ATTEST: _____

(Printed Name and Title)

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

City of Destin, FL

RFB # 19-04-PS

Disaster Recovery Services

Thursday, June 6, 2019 @ 2:00 pm



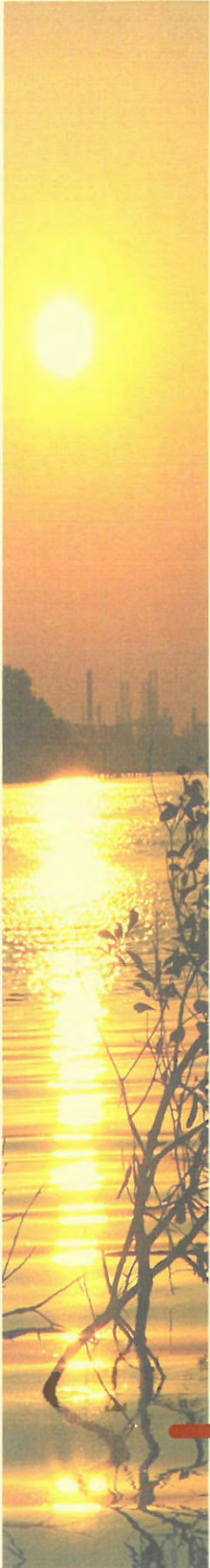
*Crowder Gulf is committed to protecting
and preserving our environment.*

*As part of this effort, our proposal is on
recycled paper.*

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

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A. Attachment 1 – Bid Form

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

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

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

SCOPE OF SERVICES PART ONE – DEBRIS REMOVAL

Emergency Road Clearance

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

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

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

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

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

Hazardous Stumps (Removal, Back-fill, Haul)

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

Temporary Debris Staging and Reduction Sites TDSRS

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

TDSRS Site Reclamation

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

Disaster Event Generated Hazardous Wastes Abatement

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

Sand Screening

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

Documentation and Inspections

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

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

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

Priority of Work Areas

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

Working Hours

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

Debris Disposal

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

White Goods

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

SCOPE OF SERVICES PART TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE
See Note (1)

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

1. PUBLIC ASSISTANCE PROGRAM

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

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

b) Documentation Support

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

c) Consultation and negotiation services

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

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

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

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

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

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

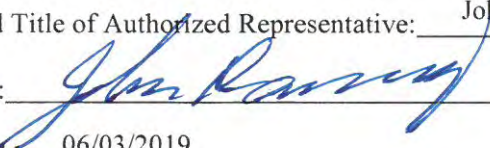
Bid Certification:

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

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

Signature and Certification:

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

Signature:  (Print or Type)

Date of Bid: 06/03/2019

Note: Attach all required information to this Bid form.

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

END OF BID FORM



B. Number of Years in Business

B. Number of Years in Business

CrowderGulf At-A-Glance

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

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

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

Over Fifty Years of Debris Management Experience

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

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

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

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

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

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

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

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

CrowderGulf Services Available to the City of Destin

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

Pre Planning & Training

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

Emergency Road Clearance "PUSH"

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

**ROW & ROE Debris Removal**

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

Development and Operation of DMS

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

**Final Debris Disposal**

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

Stump Removal

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

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

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

Demolition

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



Derelict Vehicle Removal & Abandoned Vehicle Removal

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



Removal & Disposal of White Goods & E-Goods

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

Waterway Debris Removal & Shoreline Restoration

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



Sonar Scanning

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

Technical Disaster Recovery Assistance

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



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

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

Unique Services - New Drone & GoPro Capabilities

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



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

- Feb. 2017(left)

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



Benefits of Utilizing Drone Technology:

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



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



C. Location



C. Location of Firm

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

CrowderGulf Joint Venture, Inc.

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

www.crowdergulf.com

FEIN: 01-0626019
Incorporated in 2002
FL License CGC1522633

President & CEO
John Ramsay
(251) 459-7430

jramsay@crowdergulf.com

Senior Vice President & COO
Ashley Ramsay-Naile
(646) 872-1548 cell

aramsay@crowdergulf.com

Regional Director
John Campbell
Winter Garden, FL
(859) 963-8672 cell

jcampbell@crowdergulf.com

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

mwright@crowdergulf.com

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

dmadio@crowdergulf.com

Bonding

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

Insurance

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

D. Project Work Experience



D. Previous Work Experience / Past Performance

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

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2018 Hurricane Michael CAT V (FL)	9 Activations – 24 DMS's	\$188,558,900 + Total Event Cost	10,178,510 + Total Event CY	
Apalachicola, FL 10/21/2018-12/18/2018	Removed & Disposed: vegetation; Reduced: Grinding (52,178cy); Leaners (5) & Hangers (1,267 trees); White Goods (8); Monitored by Tetra Tech	\$1,044,871	59,069	Ronald W. Nalley , City Manager; 1 Avenue E., Apalachicola, FL 32320; amklibrary2017@gmail.com ;
Bainbridge, GA 04/04/2019-Ongoing	Removed & Disposed: vegetation; Reduced: Grinding (5,380cy); Leaners (367) & Hangers (40,335 trees); Monitored by True North	\$465,313	5,380	
Bay Co, FL 10/17/2018-Ongoing	Removed & Disposed: vegetation; C&D Compact (396,328cy) Reduced: Grinding (1,401,632cy) Leaners (3,814) & Hangers (5,782 trees); White Goods (32); Monitored by Landfill Strategies	\$28,526,902	1,797,668	Keith Bryant , Director of Public Works; 840 W. 11st Street, Panama City, FL 32401; 850-248-8302; kbryant@baycountycl.gov
Carrabelle, FL 10/30/2018-12/19/2018	Removed & Disposed: vegetation; Reduced Grinding (18,456); Hangers (404 trees); Monitored by Tetra Tech	\$360,820	20,056	Courtney Dempsey , CRA Director; 1001 Gray Avenue, Carrabelle, FL 32322; 850-544-5233; citycbe@gcom.net
Dauphin Island, AL 10/10/2018-10/22/2018 01/10/2019-2/13/2019	Sand Removal	\$271,683	Hrly	Mayor Jeff Collier ; 1011 Bienville Blvd.; Dauphin Island, AL 36528 251-861-5525; jcollier@townofdauphinisland.org
Decatur Co, GA 03/22/2019-Ongoing	Removed & Disposed: vegetation; Leaners (1,914) & Hangers (18,585 trees); Monitored by True North	\$2,064,609	17,208	
FL DEP 02/07/2019-Ongoing	Removed & Disposed: waterway vegetation; Reduced Grinding (116,673cy); Monitored by Eisman Russo	\$17,462,034	141,132	
Franklin Co, FL 10/16/2018-01/24/2019	Removed & Disposed: vegetation; Reduced Grinding (90,244cy); Leaners (67) & Hangers (1,414 trees); Ewaste (94); White Goods (233); HHW (145lbs); Monitored by Tetra Tech	\$2,213,220	126,087	Pamela Brownell , EM Director; 28 Airport Rd., Apalachicola, FL 32320; 850-653-8977 ext 100; Cell 850-653-6748; em3frank@fairpoint.net
Jackson Co, FL 10/12/2018-Ongoing	Removed & Disposed: vegetation; Reduced Grinding (2,221,316cy); Leaners (12,767) & Hangers (15,008 trees); Stumps (7); Monitored by Metrics	\$36,213,608	2,352,198	Rodney Andreasen , Director of Emergency Management; 2819 Panhandle Rd., Operations Complex, Marianna, FL 32446; 850-718-0007; Cell 850-573-1058; randreasen@jacksoncountycl.com
Lynn Haven, FL 10/10/2018-5/9/2019	Removed & Disposed: vegetation; Reduced Grinding (500,178cy); Leaners (404) & Hangers (1,580 trees); Stumps (21); Monitored by Tetra Tech. Provided Sat. Phones	\$10,325,243	633,615	Michael White , City Manager; 825 Ohio Ave., Lynn Haven, FL 32444; 865-265-2121, Cell 850-814-8740; citymanager@cityoflynnhaven.com
Mexico Beach, FL 2/25/2019-Ongoing	Dredging Canal and disposing of hurricane debris	\$4,249,831	38,000	
Panama City Beach, FL 01/14/2019-01/24/2019	Removed & disposed of vegetation (54,233cy) & C&D (7,017cy) ground on site and hauled out (18,074cy)	\$444,581	61,250	Janine Thomas , PW Senior Administrative Support Specialist, 116 S. Arnold Road Panama City Beach, FL 32413 850-233-5100 jthomas@pcbqov.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

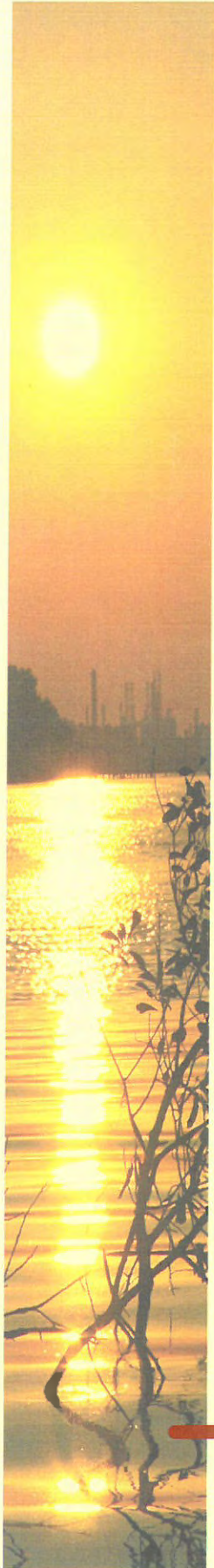
OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Washington Oaks Gardens Park, FL 12/8/2016-12/13/2016	Removed & Disposed: vegetative	\$56,524	4,096	Renee Paolini, 6400 N Oceanshore Blvd, Palm Coast, FL 32137, Renee.Paolini@dep.state.fl.us	
Windmill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

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

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

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

E. Current Work Commitments



E. Current Work Commitments

Below is a list of current jobs that are underway:

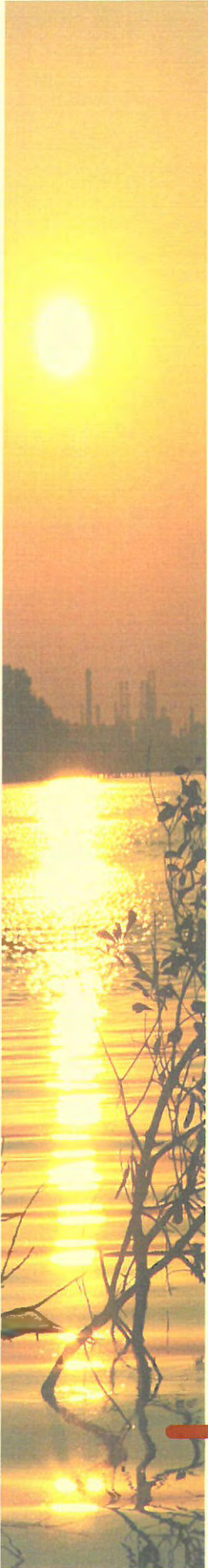
Job Number	Job Name	Status
18-ESB-015	Mechanical Dredging- Canal - Eastern Shipbuilding	Job In Progress
18-PAN-041	Panama City (City), FL - Hurricane Michael	Job In Progress
18-BCF-042	Bay Co, FL - Hurricane Michael	Job In Progress
19-BAI-006	Bainbridge (City), GA Hurricane Michael	Job Not Started
19-DEC-006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

Current Pre-Event Contracts

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

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

F. Availability



F. Availability

Contract Management - Ability to Handle Multiple Contracts

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

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

Over 98% of the 403 disaster projects listed in the table below were the result of pre-event contracts that were activated after a disaster. CrowderGulf successfully provided every Client all documentation FEMA required for Client to receive reimbursement.

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

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

SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS

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

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

Past Experience

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

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

2018 Hurricane Michael

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

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



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



2018 Hurricane Florence

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

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

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

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



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

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

2017 Hurricanes Harvey & Irma

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

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



Hurricane Harvey

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

Hurricane Irma

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

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

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

2017 Hurricane Harvey & Irma Projects and Tasks

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

2016 Hurricane Matthew

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

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

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

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

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

State Maintained Roads

Darlington County
Florence County
Sumter County

County Maintained Roads

Florence County
Sumter County

City Maintained Roads

City of Sumter

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

2016 Hurricane Matthew Projects and Tasks

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

2016 Floods & Storms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2015 Floods & Storms

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

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

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

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

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

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

2014 Storms

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

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

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



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

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



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



G. Insurance / Financial Capability

G. Insurance / Financial Capability

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

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

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

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

Bonding

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

Insurance

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

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

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

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

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

H. Florida License & Addendum Acknowledgement

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



January 10, 2019

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

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

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

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

Sincerely,

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

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

11 N Water Street, Mobile, Alabama 36602



January 3, 2019

RE: CrowderGulf Joint Venture, Inc.
Status of Bondability

To Whom It May Concern:

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

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

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

Sincerely,

Sterling Seacrest Partners

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

James C. Congelio

Surety • Insurance • Risk Management • Employee Benefits

813-498-1183 • sterlingseacrest.com

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

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

THE GRAY INSURANCE COMPANY

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

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

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

Primary Insurance Wording Included when required by written contract.

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

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

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

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

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

Outer Continental Shelf Land Act

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

Death on the High Seas Act & General Maritime Law.

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

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

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

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

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

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM

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

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

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

John Ramsay
President & CEO



Employment Eligibility Verification

Welcome
Kelsey JamesUser ID
KJAM1888Last Login
12:27 PM - 11/11/2010 Log Out[Home](#)[My Cases](#)[New Case](#)[View Cases](#)[My Profile](#)[Edit Profile](#)[Change Password](#)[Change Security Questions](#)[My Company](#)[Edit Company Profile](#)[Add New User](#)[View Existing Users](#)[Close Company Account](#)[My Reports](#)[View Reports](#)[My Resources](#)[View Essential Resources](#)[Take Tutorial](#)[View User Manual](#)[Contact Us](#)

Company Information

Company Name: Crowder/Gulf Joint Venture.

[View / Edit](#)

Company ID Number: 312220

Doing Business As (DBA)
Name:

DUNS Number:

Physical Location:

Address 1: 5435 Business Parkway

Address 2:

City: Theodore

State: AL

Zip Code: 36562

County: MOBILE

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 10826019

Total Number of Employees: 20 to 99

Parent Organization:

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 562 - WASTE MANAGEMENT AND REMEDIATION SERVICES

[View / Edit](#)

Total Hiring Sites: 1

[View / Edit](#)

Total Points of Contact: 3

[View / Edit](#)

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

H.-O. Required Documents

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



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

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

(850) 487-1395



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

CGC1522633

ISSUED: 06/04/2018

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

Signature

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



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SMALLWOOD, WESLEY BRIAN

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

LICENSE NUMBER: CGC1522633

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

State of Florida

Department of State

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

The document number of this corporation is P02000095020.

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

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

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



Randy B.
Secretary of State

Tracking Number: 8428571045CC

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

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



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

June 12, 2018

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

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

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

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

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

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

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY)

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

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

Sincerely,

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

Alan Autry, Manager
Contracts Administration Office

AA:cj



Florida Department of Environmental Protection

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

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

August 14, 2017

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

RE: Pre-Qualification Package

Hello:

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

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

Sincerely,

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

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

ADDENDUM #1

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

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

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

Clarification:

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

Tipping fees are addressed on page 13 of Attachment 2.

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

Hourly Rate Sheet is in Attachment 3, page 15

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

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

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

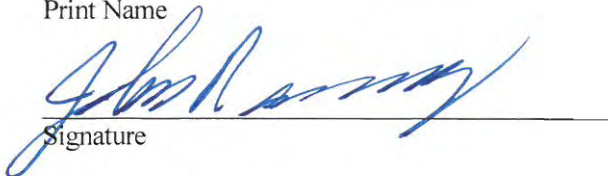
END OF ADDENDUM #1

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

Receipt of Addendum #1 is hereby acknowledged:

John Ramsay

Print Name


Signature

06/03/2019

Date

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

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

CONTRACTOR INVOICING

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

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

COSTS FOR SCOPE OF SERVICES PART ONE- DEBRIS REMOVAL

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

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

Note 1

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

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

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

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

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

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

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

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

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

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

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

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

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

Sand Screening

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

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

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

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ day of _____, 2019.

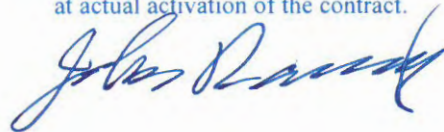
Owner

Owner

Phone

Address

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



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

Print Name

Title

Signature

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

Phone Operator: _____ DATE: _____ TIME: _____

Caller: _____

Address: _____

Call Back Number: _____

Map/Page/Parcel Number: _____ Owner: _____

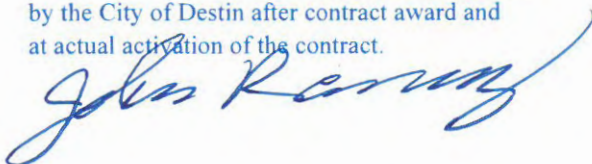
INSPECTION

Inspection Date: _____ Inspection Time: _____

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

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

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



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

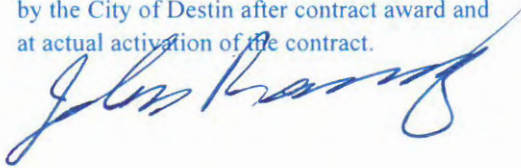
The undersigned authorized agent or employee of the City of Destin, Florida (CITY) has personally inspected the public rights of-way in the CITY and finds that the storm debris constitutes an immediate danger to the health and safety of the citizens of the CITY. This finding is based upon the following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

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

This the _____ day of _____, 20____.

Authorized Agent or Employee of the City of Destin FL

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



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

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

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

1. This sworn statement is submitted with Bid or Contract:
RFB 19-04-PS Disaster Recovery Services Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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


(Signature)

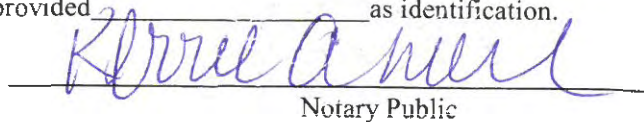
Alabama

Date: 06/03/2019

STATE OF FLORIDA
COUNTY OF Mobile

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 3rd day of June, 2019, and is personally known to me, or has provided _____ as identification.

My Commission expires: 09/14/2022


Notary Public

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

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

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

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

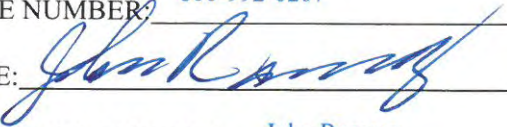
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: CrowderGulf Joint Venture, Inc.

ADDRESS: 5435 Business Parkway

CITY: Theodore STATE: AL ZIP CODE: 36582

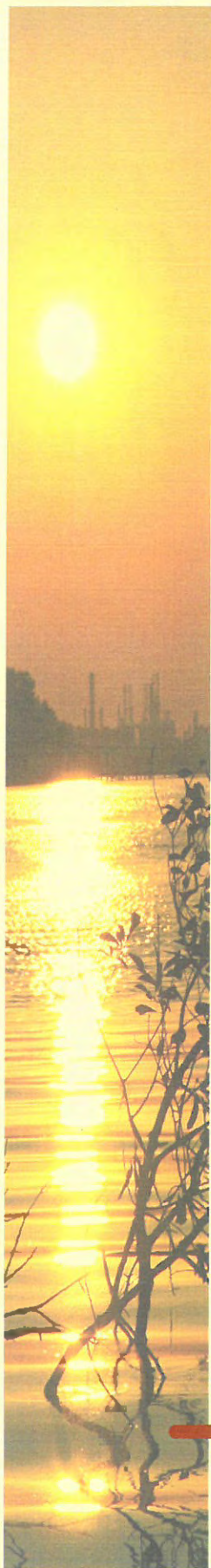
TELEPHONE NUMBER: 800-992-6207

SIGNATURE:  DATE: 06/03/2019

NAME (TYPED OR PRINTED): John Ramsay

TITLE: President & CEO

Debris Management Plan



❖ Debris Management Plan

Principles of Project Management

Standards

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

Responsiveness

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

Reimbursement Assistance

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

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

Corporate Support On-Site Operations

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

On-Site Project Management

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

Pre-Planning - Readiness Planning and Training

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

Audio/Visual Presentations

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

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



Debris Operations Plan

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

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

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

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

Essential Support Functions

(support functions for Critical Operations)

- Readiness Support and Training
- Subcontracting
- Quality Control
- Health and Safety
- Environmental Sensitivity
- Public Relations



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

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

CRITICAL OPERATIONS

➤ Mobilization

Alert and Team Notifications

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



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

Preparation

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



Mobilization of Resources

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

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



Staffing the Emergency Operations Center

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

Staging of Resources

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

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

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

Communications/Mobile Command Center

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

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

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

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



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

Operational Support

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

Sample Mobilization Parameters

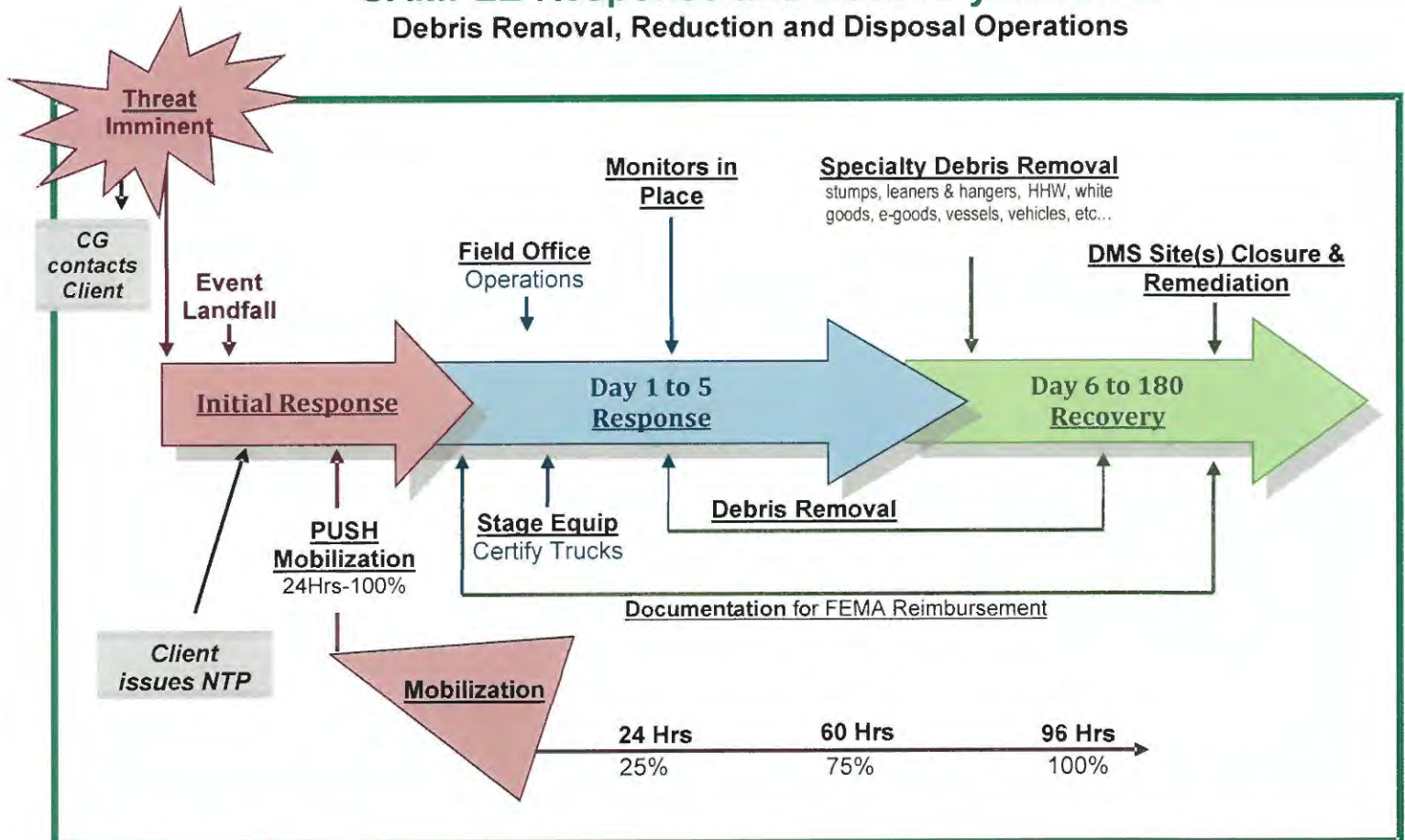
Below are CrowderGulf's anticipated mobilization timelines for debris removal work. In most post-disaster situations, CrowderGulf has been able to meet these obligations. CrowderGulf has **never failed** to meet the end timelines for completing all projects and remains committed to **meeting all timelines**.

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

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

SAMPLE Response and Recovery Timeline

Debris Removal, Reduction and Disposal Operations



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

➤ Debris Emergency Response

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

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

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

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

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

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

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

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

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

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

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

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

The following is an example a Debris Response priority list:

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

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



➤ Debris Recovery Operations

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

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

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

Collection Methods

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

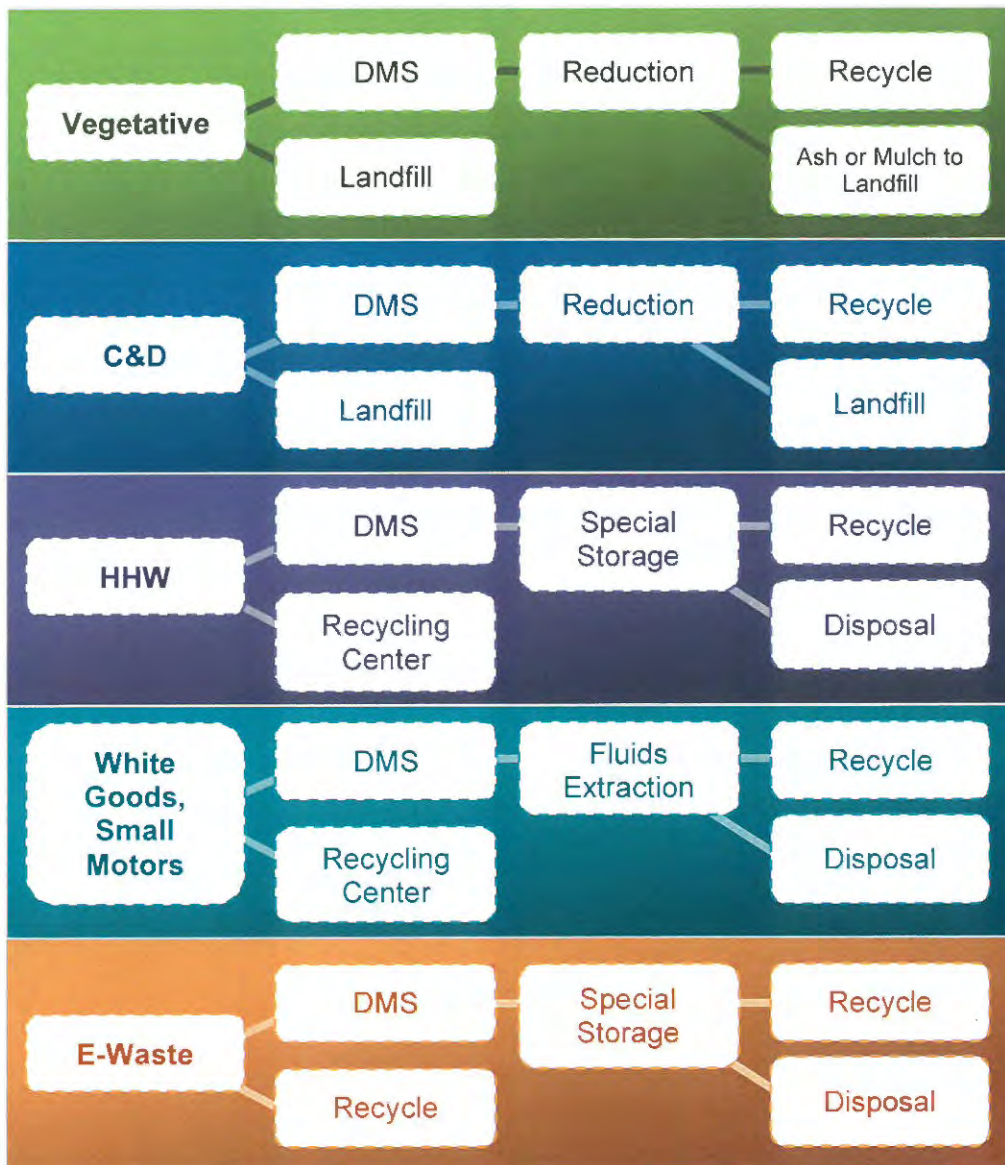
Curbside collection requires that only storm related debris be placed at the curb or public rights-of-way. *Source-segregated debris collection* offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally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

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

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

Debris Types

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



Truck Certification

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

Sectioning and Crew Assignments

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

Loading Debris

Prerequisites for Loading Debris:

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

Crew Composition

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

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

Crew Sizes

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

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

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

Truck and Equipment Considerations

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

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

Truck Drivers will not be issued a load ticket until:

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

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

Repair and Maintenance Equipment

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



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

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



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

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



Mobile Repair Shop

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



Hauling Debris

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

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

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

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

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

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

Debris Hauling Prerequisites:

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

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

Safety Measures

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

Truck and Equipment Maintenance

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

Traffic Control

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

Hours of Operation

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

Number of Passes

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

Daily Coordinated Issue Management Meetings

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

Accurate Record Keeping

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

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

Documenting and Resolving Damages

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

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

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

Citizen, High Island, TX

Debris Management Site Development

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

DMS Site Selection

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

Site selection should be based on the following criteria:

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

DMS Design and Operational Features

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

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

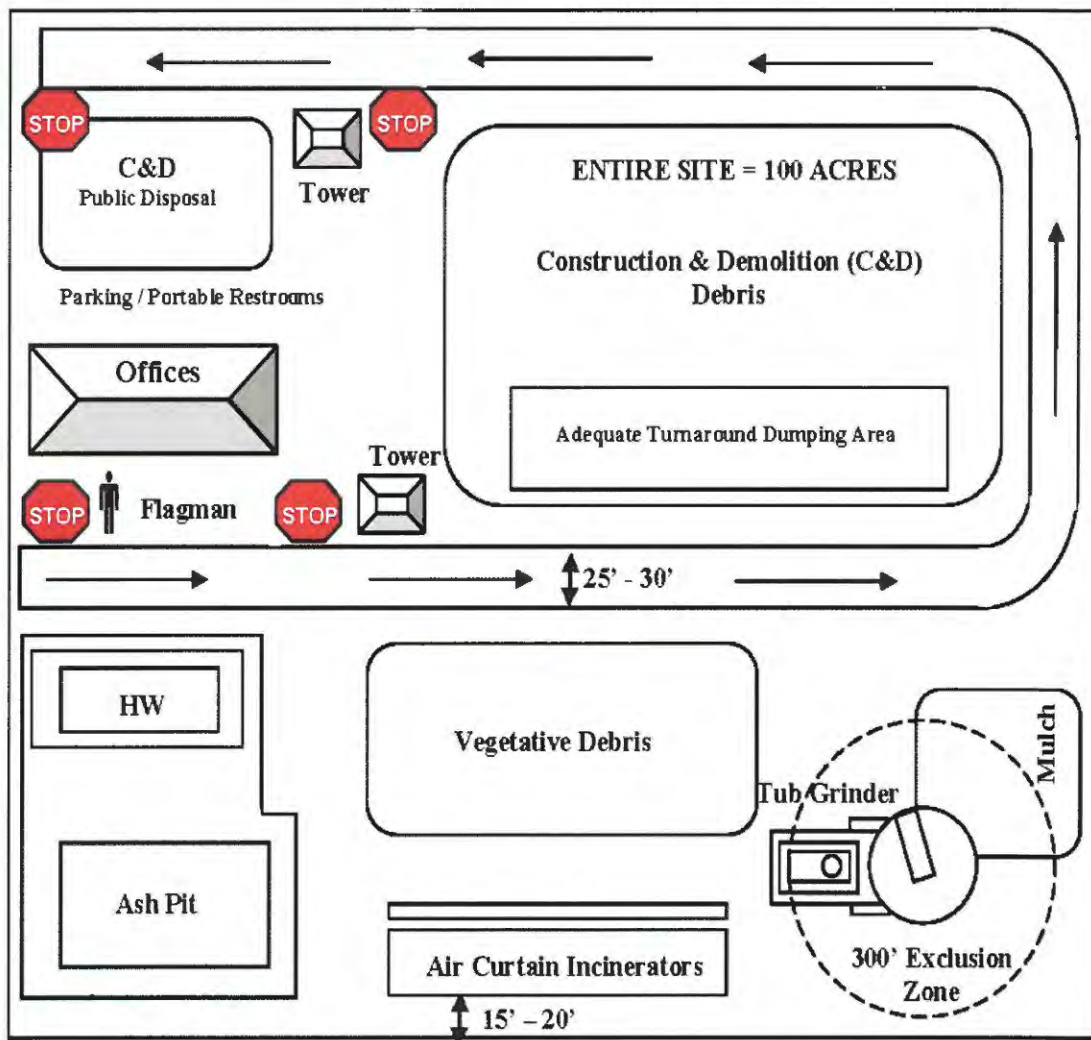
- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement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

DMS Site Plan

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

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

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

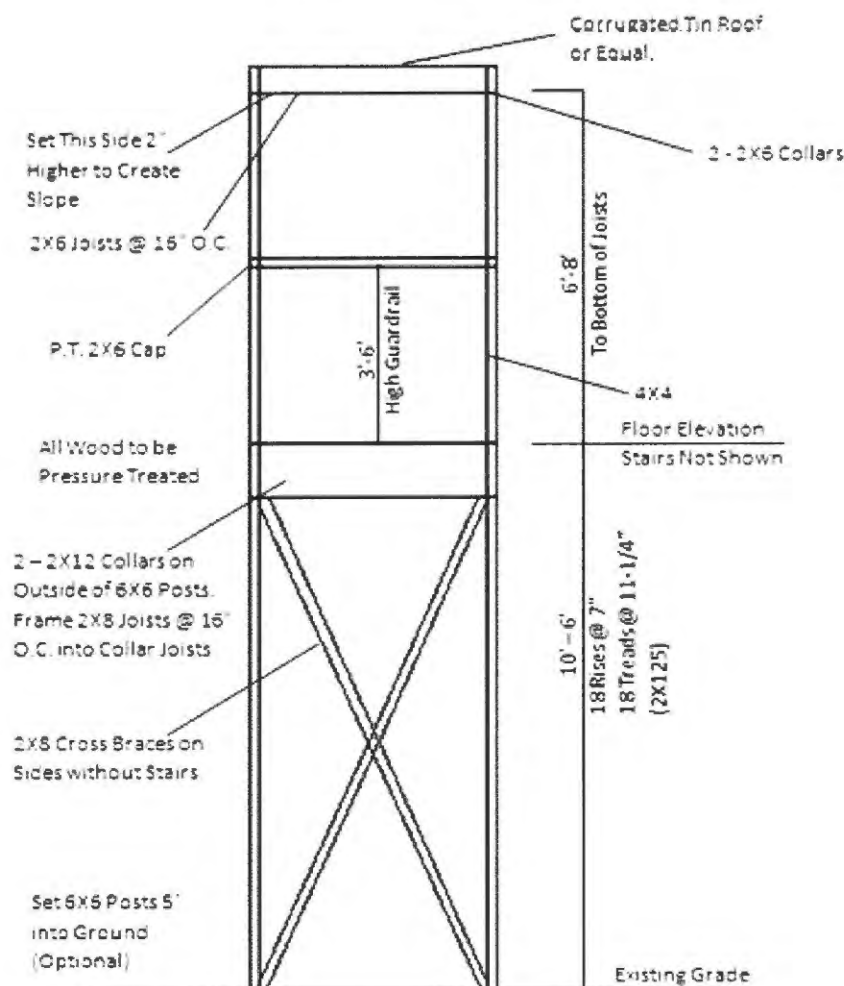


Inspection Towers

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

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

Inspection Tower

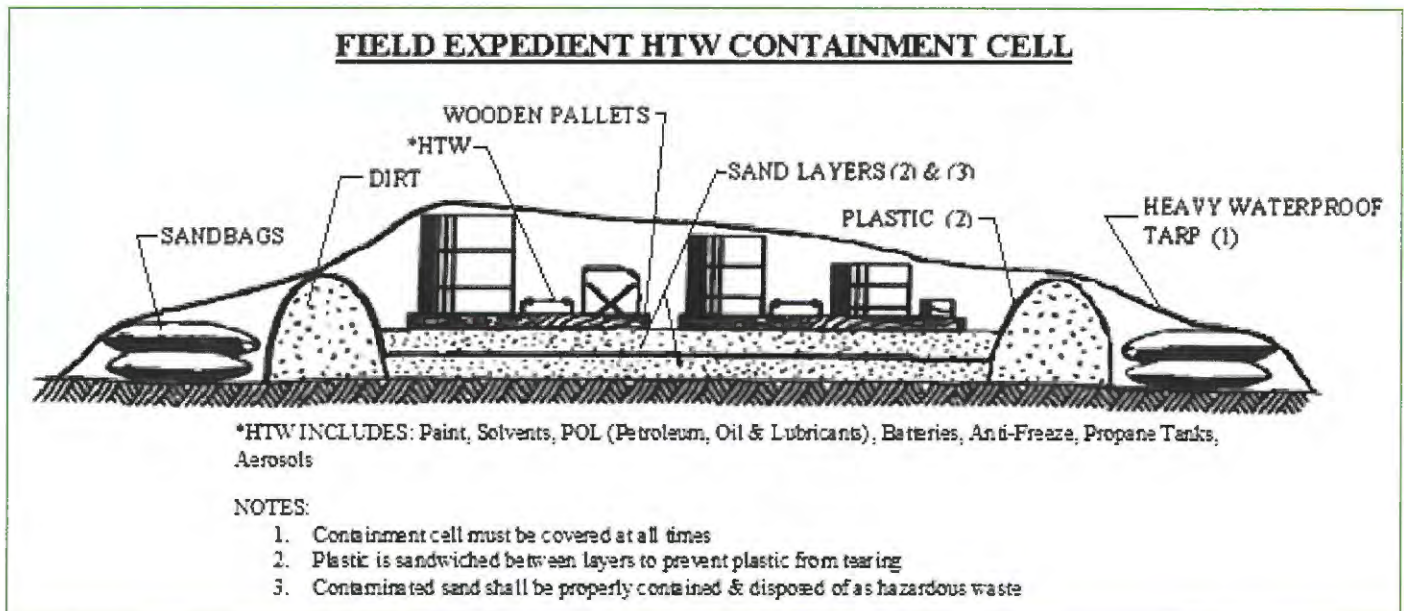


Hazardous Materials Containment Area

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

Minimum Design Criteria for the Hazardous Materials Containment Area:

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



Debris Separation and Reduction

Debris Separation

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

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

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

Methods of Debris Reduction

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

- **Chipping and Grinding**

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

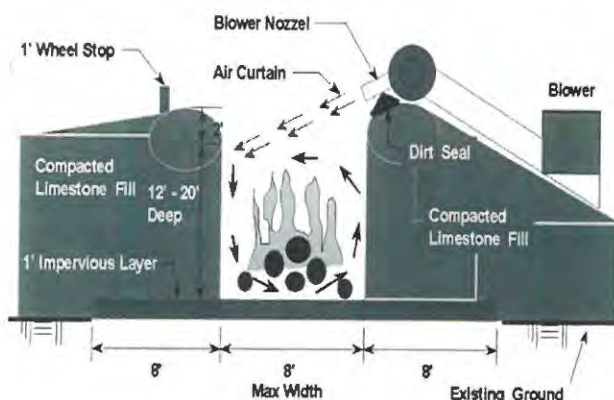
CrowderGulf is very experienced with chipping/grinding debris and has used this method in the majority of our disaster contracts for the past ten years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation.

- **Incineration**

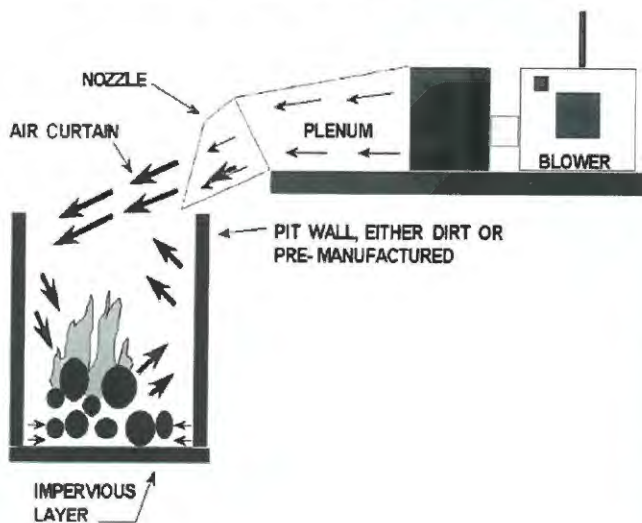
There are several incineration methods available for volume reduction. These include uncontrolled open-air incineration, controlled open-air incineration, air curtain pit incineration, and portable air curtain incineration. Portable air curtain incineration is the most efficient incineration system available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



Air Curtain Pit Burner



Overview of an Air Curtain Operation



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

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

Debris Reduction Time Lines

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

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

Basic Debris Reduction Crews

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

Debris Disposal

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

Vegetative Debris

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

Construction and Demolition Debris

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

Specialty Debris

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

Debris Recycling Plan

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

Vegetative Debris

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

Specifically, our plan involves the following:

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

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

C&D Debris

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

Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches, and green houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Trailer frames, trailer parts, appliances and other metal items will be properly separated, crushed, baled and recycled. Any proceeds will be credited to the City of Destin.

Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to existing grade. Ash will be tested for contaminants before being taken to a disposal site. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be recycled as required by contract or regulations. Site reclamation / remediation will be billed back to the client at a pass through cost. In addition, if groundwater and / or soil testing is required, these items will be billed to the client at as pass through cost. A final site inspection will be conducted by City authorities and any discrepancies will be corrected.

All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the City that the last load of debris has been delivered.

➤ Documentation and Reimbursement

CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation records. This documentation is readily available to the City, FEMA, FHWA and any other agency that provides reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical.

Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA 325 requirements are followed and serve as the foundation of our documentation and accounting systems.

Documentation for Debris Hauling

In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

Phase 1 - Truck Certification

All debris hauling trucks are certified in accordance with FEMA 325 regulations. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.



The image shows a 'Truck / Equipment Certification Form' from CrowderGulf. The form includes fields for 'Contract Certification Information' (Contract Number: 00100, Subcontractor, Project Name, City, State, Zip, Phone, Email) and 'Equipment Certification' (Truck/Trailer Make and Year, VIN, Gross Weight, Gross Capacity, Gross GV, Net Weight, Net Capacity, Net GV, Net Total Gross Weight, Net Total Gross Capacity). There are also checkboxes for 'Safety Check' and 'Inspection'. A blue truck safety sign is overlaid on the form, reading 'TRUCK NO 49993', 'CUBIC YARDS 30', and 'C/G'.

Documentation procedures include:

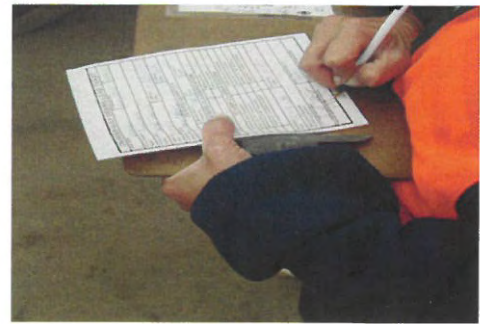
- Measuring the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety and insurance requirements check is part of the certification process
- The City's representative, CrowderGulf and the driver will each retain a copy of the completed *Truck Certification Form*
- All equipment are affixed with placards displaying the owner's name, equipment number and certified capacity
- A Capacity Certification Log is maintained in the field as a quality control tool
- All tower inspectors are provided with a current Capacity Certification Log to enforce the integrity of the valid documentation against the truck placard

Phase 2 - Debris Load Ticket Completion

The term "load ticket" refers to the primary debris-tracking document that records the transport of debris from the original collection point to the DMS or final disposal site. By positioning the debris monitors at each point of the operations (collection, DMS and/or final disposition), the eligible scope of work can be properly documented.

This process includes the following procedures:

- Completion of a multi-part *Debris Load Ticket* for each truckload of debris
- City representative(s) at the loading site(s) will inspect each loaded truck, legibly and accurately record the required information on the ticket and provide the debris hauler with a partially completed ticket
- City representative(s) at the temporary or final disposal site(s) inspection tower take the ticket from the driver and complete the disposal information
- City representative(s) retain the original completed ticket and a copy is provided to the driver and a CrowderGulf representative
- CrowderGulf representatives collect ticket copies and perform the first of many quality control checks
- CrowderGulf field office personnel process the tickets sending electronic copies to the Home Office for additional quality control checks, data entry and storage



Accurate completion of these two phases of quantitative and descriptive debris information is imperative for cost reimbursement and contractor invoicing. When electronic ticketing is used, the above procedures are slightly modified according to the firm acquired, while still maintaining the same quality of information and satisfying requirements.

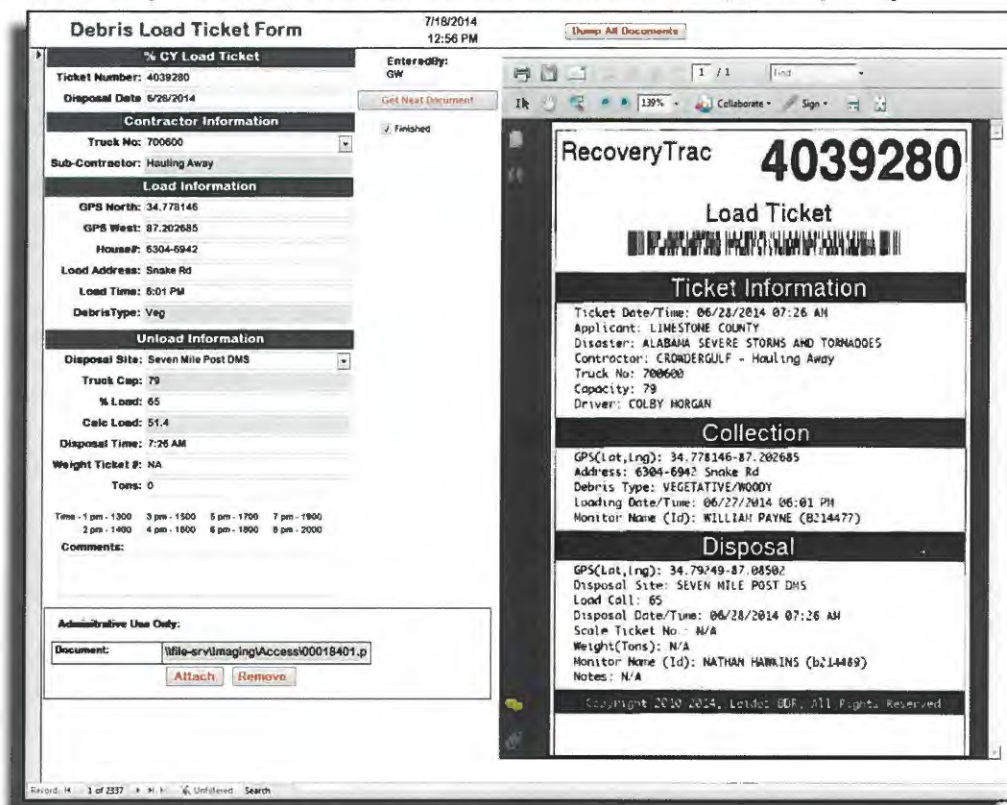
Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required in order to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA 325 requirements will be kept for each project.

Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the City or representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements. CrowderGulf's database is specifically designed to capture and track quantitative and descriptive debris data for the entire project while storing ticket images for reconciliation support and audit documentation support.

Here is an example of the CrowderGulf database and document capture capability:



The screenshot displays the CrowderGulf database interface. On the left, the 'Debris Load Ticket Form' is visible, containing fields for Ticket Number (4039280), Disposal Date (6/26/2014), Contractor Information (Truck No: 700600, Sub-Contractor: Hauling Away), Load Information (GPS North: 34.778146, GPS West: 87.202685, House#: 6304-6942, Load Address: Snake Rd, Load Time: 6:01 PM, Debris Type: Veg), Unload Information (Disposal Site: Seven Mile Post DMS, Truck Cap: 79, % Load: 65, Calc Load: 51.4, Disposal Time: 7:26 AM, Weight Ticket #: NA, Tons: 0), and Administrative Use Only (Document: \\file-srv\imaging\Access\00018401.p). On the right, a 'RecoveryTrac 4039280 Load Ticket' document is shown, featuring a barcode and detailed information including Ticket Date/Time (06/28/2014 07:26 AM), Applicant (LIMESTONE COUNTY), Disaster (ALABAMA SEVERE STORMS AND TORNADOES), Contractor (CROWDERGULF - Hauling Away), Truck No (700600), Capacity (79), Driver (COLBY MORGAN), Collection (GPS(Lat,Lng): 34.778146-87.202685, Address: 6304-6942 Snake Rd, Debris Type: VEGETATIVE/WOODY, Loading Date/Time: 06/27/2014 06:01 PM, Monitor Name (Id): WILLIAM PAYNE (B214477)), and Disposal (GPS(Lat,Lng): 34.79249-87.08502, Disposal Site: SEVEN MILE POST DMS, Load Call: 65, Disposal Date/Time: 06/28/2014 07:26 AM, Scale Ticket No.: N/A, Weight(Tons): N/A, Monitor Name (Id): NATHAN HAWKINS (b214489), Notes: N/A). The document also includes a copyright notice: Copyright 2010-2014, Loides BDF, All Rights Reserved.

Technology has made documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. However, the technology is only as good as the people using it. CrowderGulf has capable, well-trained personnel with the commitment to ensure functionality and accurate information on a continuous basis. CrowderGulf has these qualified, committed personnel full-time throughout the year ready to provide documentation support even years after the project is complete.

Monitoring Companies and Electronic Ticketing

CrowderGulf has vast experience working with several monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important that to the Client that CrowderGulf and Client representative (i.e., monitoring company) establish and maintain a positive and professional rapport throughout the project. This is necessary in order for the communication flow to be open with the central focus of making sure all documentation for eligible work is accurate and complete.

Reports and Information

Reports display tracking of debris through work completed to aid and support ongoing project planning. CrowderGulf has the capability and know how to conform reports to the unique specifications of any project or even portions of a project. Reports can be developed quickly to capture specific City requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process.

We can provide the City with the following daily and weekly reports (at a minimum):

- Total cubic yards hauled
- Total cubic yards of vegetative debris hauled
- Total cubic yards of C&D debris hauled
- Total cubic yards of Stump debris hauled
- Total leaners or hangers cut
- Total cubic yards of mulch debris hauled
- Total cubic yards hauled to each DMS
- Other customized reports as requested

Reports may be provided in Excel format, Word format or PDF format.

Reconciliation and Invoicing

An important aspect of the documentation process is the reconciling of all the truck certifications and load tickets prior to invoicing. CrowderGulf has earned a solid reputation with clients and monitoring firms by working closely with them to ensure that data reconciling is completed before invoicing. Whether reconciling with a monitoring company or with our clients direct, our database has all the information needed to expedite this process.

DATE	Ticket #	Debris Type	Delivered To	Truck #	Capacity	% Load	Load (CY)
5/5/2011	5104105	C&D	Stump Point	033854	49.00	55	26.95
5/5/2011	5104109	C&D	Stump Point	033854	49.00	60	29.40
5/5/2011	5104274	Vegetative	Stump Point	033875	72.00	65	46.80
5/5/2011	5104275	Vegetative	Stump Point	033876	59.00	65	38.35
5/5/2011	5104276	Vegetative	Stump Point	033879	58.00	70	40.60
5/5/2011	5104277	Vegetative	Stump Point	033880	49.00	70	34.30
5/5/2011	5104278	C&D	Stump Point	033877	53.00	70	37.10
5/5/2011	5104279	Vegetative	Stump Point	033878	49.00	70	34.30
5/5/2011	5104280	Vegetative	Stump Point	033877	53.00	70	37.10
5/5/2011	5104281	Vegetative	Stump Point	033878	49.00	70	34.30
5/5/2011	5104282	Vegetative	Stump Point	033877	53.00	70	37.10
5/5/2011	5104283	Vegetative	Stump Point	033878	49.00	70	34.30
5/5/2011	5104284	Vegetative	Stump Point	033877	53.00	70	37.10
5/5/2011	5104285	Vegetative	Stump Point	033878	49.00	70	34.30
5/5/2011	5104286	C&D	Stump Point	033878	49.00	65	31.85
5/5/2011	5104287	C&D	Stump Point	033877	53.00	55	29.15
5/5/2011	5104625	C&D	Stump Point	033883	50.00	85	42.50
5/5/2011	5104626	C&D	Stump Point	033884	49.00	85	41.65
5/5/2011	5104627	C&D	Stump Point	033883	50.00	75	37.50
5/5/2011	5104628	C&D	Stump Point	033884	49.00	80	39.20
5/5/2011	5104629	C&D	Stump Point	033883	50.00	80	40.00
5/5/2011	5104630	C&D	Stump Point	033884	49.00	80	39.20
5/5/2011	5104631	Vegetative	Stump Point	033883	50.00	70	35.00
5/5/2011	5104632	Vegetative	Stump Point	033884	49.00	65	31.85

After reconciliation is complete, it is time for invoicing. All invoices are fully supported by load tickets and other required documentation. CrowderGulf is very flexible in generating invoices. Invoices can be provided in different ways such as a dollar amount limit per invoice, designated work period on an invoice (i.e. one week per invoice) or single task invoices. CrowderGulf strives to accommodate by adapting to preferred formats and preferences.

Having reconciled the data prior to invoicing makes the invoicing documents easier to read from FEMA's standpoint and speeds up the audit or reimbursement process. Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and the available resources by the City the payment schedule may be modified to allow more time to pay the invoices. CrowderGulf is able to accommodate these situations due to our strong financial stability.

Documentation Maintenance

CrowderGulf maintains all documentation for a period of at least 7-10 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

FEMA Requirements and Assistance in the Reimbursement Process

CrowderGulf works closely with all regulatory agencies to assure minimum issues in our disaster management efforts. Over the past 20 years, **98%** of CrowderGulf's work has been with Cities, Counties, States and Agencies that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

As an example of our commitment to Clients, in June, 2010, a CrowderGulf Client requested assistance with a FEMA audit for work completed in 2005, after Hurricanes Katrina and Wilma. Consequently, one of our senior managers spent four weeks working onsite with the Client, as well as 1,000 plus hours of work time on the project researching and preparing documentation requests for FEMA. All of our time and assistance was provided to the Client at no cost. This is how every client is treated. CrowderGulf is committed to 'going to the mat' with them to make sure that our documentation is complete, accurate and provided in whatever format FEMA requests.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist in complying with FEMA guidelines and completing all documentation required by FEMA, FHWA or the Office of Inspector General. **Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327).**

CrowderGulf will share its knowledge and experience concerning reimbursement matters. The goal is to obtain maximum reimbursement by utilizing extremely accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist the City with the following:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessment
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process
- Reviewing all records to assure that they meet federal and state reimbursement guidelines
- Providing various levels of training for City employees
- Documenting all facets of work to support the claim process
- Maintain all documents for 7-10 years

"I would like to Thank you all, Ashley and her staff, for all of your help in providing information and documentation needed to close out our 2004/2005 Hurricanes with FEMA. It is comforting to know that we can rely on your company to provide accurate information 4 to 5 years after the fact."

*Jesse Wright, Village Supervisor
Village of Wellington, FL*

Reimbursement

CrowderGulf is committed to completing any emergency management and recovery project for the City in the minimum amount of time and at the best price possible. We work in full regulatory compliance with all agencies involved in disaster recovery including but not limited to:

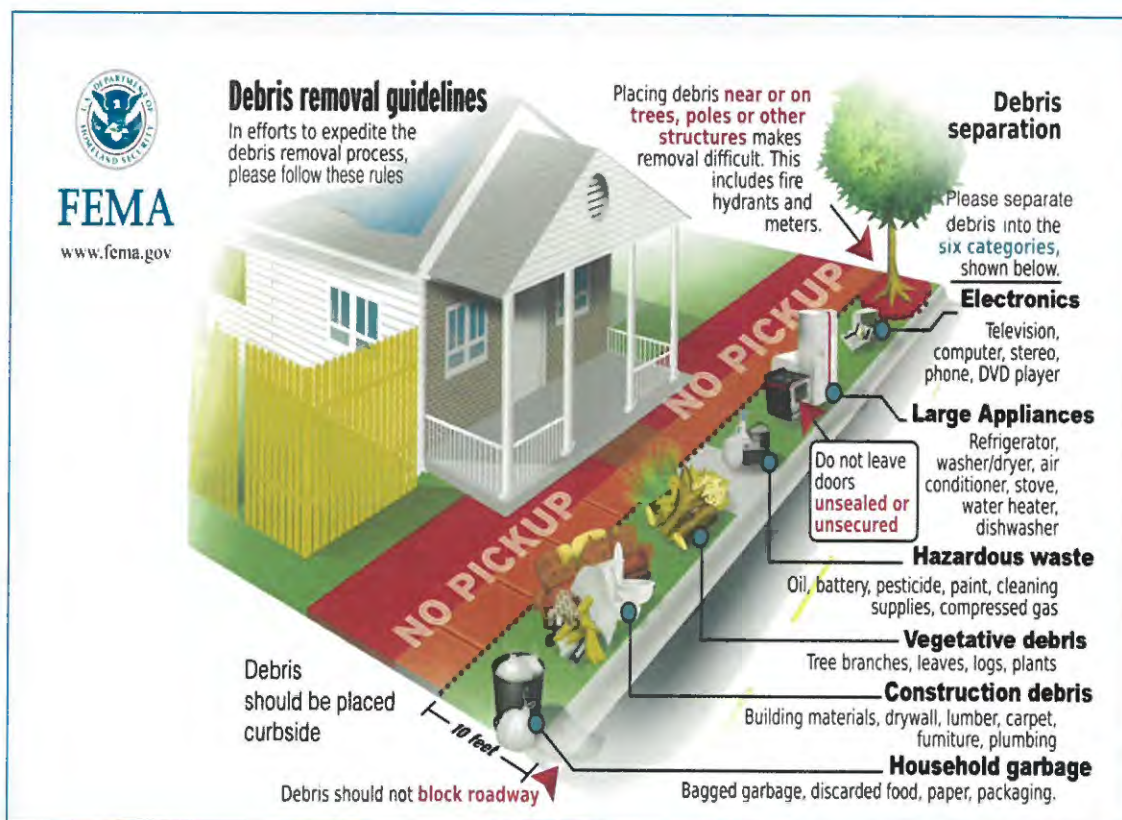
- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- Florida Department of Environmental Protection
- United States Coast Guard (USCG)
- United States Corps of Engineers (USACE)
- Florida Department of Health
- Florida Department of Transportation

Maximizing Reimbursements under the Sandy Recovery Improvement Act (SRIA) Program

FEMA's SRIA program is intended to increase the effectiveness of debris removal by providing incentives to subgrantees (counties/municipalities) who choose to take advantage of all or only parts of the program. CrowderGulf's Management Team are very experienced in working within the guidelines of FEMA's Public Assistance program and the new Pilot program initiatives. CrowderGulf is available to assist clients in taking advantage of the alternate procedures of the Pilot program.

Currently, FEMA has extended the Public Assistance Alternative Procedures for Debris Removal until June 27, 2019. However, to meet FEMA's strategic Plan objectives to streamline the grantee experience, and simply program delivery, the Agency is discontinuing the Recycling Revenues and Sliding Scale procedures because they were not meeting the goals established in the Sandy Recovery Improvement Act. FEMA continues to promote the use of Straight Time and Force Account Labor incentives. CrowderGulf is prepared to assist the City in taking advantage of the remaining program initiatives.

SRIA Program Incentives for Subgrantees	CrowderGulf's Capabilities and Commitment to Clients(subgrantees)
Straight Time and Force Account Labor: When a subgrantee has elected to participate in the Straight-Time Force Account Labor Procedure to perform all or part of the debris removal operations, FEMA will reimburse the base wages with associated fringe benefits as well as any overtime labor costs and the hiring of additional staff.	CrowderGulf will work directly with clients to augment the client's staff. This may be accomplished by dividing the client's damaged area into segregated or zone areas. Specific zones can be assigned to CrowderGulf crews for debris removal. Other zones will be designated for the client to use force account labor to remove debris. This partnership can expedite debris removal and allow for client crews to remain active and working when normal work could be delayed or be non-existent, due to disaster conditions. CrowderGulf has always maintained that our relationships with clients are invaluable. No job is too small and we have never failed to fulfill any contractual obligations.
Debris Management Plan Procedure: If a subgrantee has a FEMA - accepted Debris Management Plan and one or more pre-qualified debris removal contractors before the start date of a declared incident, the subgrantee may elect to receive the one-time 2% federal cost share increase incentive. This program is limited to the first 90 days of debris removal, beginning the first day of the incident period.	CrowderGulf is intimately familiar with the new FEMA Debris Management guidelines and will work with our clients to collaborate on the development of their Plan and provide assistance in review and updates each year. In addition, CrowderGulf will work diligently with our clients to maximize our resources in order to remove debris as quickly and safely as possible in order to support our clients in taking full advantage of this cost saving measure.



ESSENTIAL SUPPORT FUNCTIONS

➤ Readiness Support and Training

CrowderGulf's long and successful history of disaster response and recovery success is, in a large part, a result of continuous Readiness Planning and Training. CrowderGulf is dedicated to a year-round cycle of preparation, practice, review and analysis to refine our procedures and processes. We strive for continuous improvement with the goal of exceeding expectations where it matters, in project execution.

Joint training and pre-planning with the City will be an important part of Readiness Planning. **On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions.** In addition, our Debris Reduction specialists will be available to review and advise on potential DMSs. Preparedness training will be tailored to the City's needs and requests.

Usually, training will consist of all or some of the following topics:

- General understanding of the disaster declaration process
- Understanding the importance of thorough documentation in all processes
- Contract scope of work & scope of work timeframe
- FEMA debris removal eligibility & FEMA required documentation
- Responsibilities of the City & the contractor for debris management
- Pre-event actions
- Management team roles & responsibilities
- Initial response & recovery operations
- Debris removal & monitoring functions
- Truck certification process
- Documentation
- Close out & reimbursement

Training and pre-planning sessions are designed by the needs of each individual Client. For example, if our Client is preparing their own session and would like CrowderGulf to prepare material for discussion for a particular time slot, material such as handouts and PowerPoint presentations are created to present to the attendees based on the discussion topic provided by the Client. This type of involvement is usually requested by Clients who have knowledgeable staff who are experienced in the debris removal process and only need a quick overview of a particular topic.

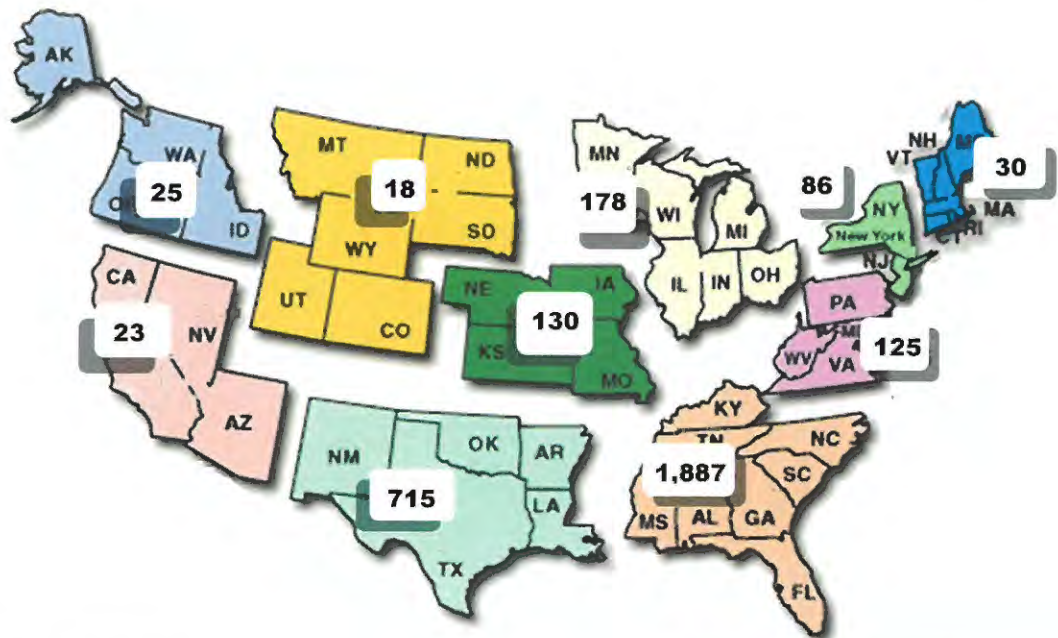
CrowderGulf also provides a more in depth session for the Clients who need training and plan development specific to their geographical location. CrowderGulf is experienced in assessing the needs of each Client and providing the knowledge and training needed for a successful event. In these situations, CrowderGulf provides in depth training and plan development through PowerPoint presentations, handouts and table top exercises. During the in depth training and planning sessions, CrowderGulf can offer assistance in helping the decision makers make informed decisions regarding such things as DMS needs and locations, City disaster debris team members and their roles, whether it is in the best interest of the Client to acquire a monitoring firm, and identifying any other concerns that may not have been previously identified.

➤ Subcontracting

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in compliance with **44 CFR 206.10**. Per Client compliance requirements under **44 CFR 13.36(e)**, CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible.

In addition, we maintain a national subcontractor **database of over 3,200 pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, www.crowdergulf.com, to register or may fax information to the Disaster Administration Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

The graphic below gives a breakdown of the number and general region that we have registered subcontractors. The number changes periodically as new subcontractors register on our website. For several reasons this number grows after a major disaster.



Subcontracting Practices

It is the practice of CrowderGulf to subcontract debris work and services using the following guidance:

1. Subcontract to the maximum extent possible with local firms and small businesses. In addition, preference will be given to qualified local vendors for equipment rental and supplies sourced in the jurisdictional boundaries.
2. Promote the use of local contracting by tasking a senior manager to assure notification through local media and organizations.
3. Promote subcontracting only with the assured compliance with equal opportunity hiring.
4. Provide all subcontractors a clear chain of command for purposes of official and/or unofficial communications.
5. Accept, process and pay invoices of subcontractors in accordance with the CrowderGulf policy.
6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to CrowderGulf in past operations – consistent with the subcontracting policy.

"CrowderGulf has developed a seamless process which allows for the rapid deployment of essential workers, maintained vital communication lines with all parties involved in the cleanup efforts and has strategically allocated resources to the areas of greatest need...They maintain the highest standards in the industry and operate with a level of integrity that is difficult to match."

Mark Claypoole
Gotus Trucking, LLC

7. CrowderGulf does not have a set-aside percentage of subcontracted work for any particular classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women owned small business firms for contract work or services needed.
8. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.
9. We currently maintain an active pre-qualified subcontractor database, tracking current certifications of local and regional D/M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or log on to www.crowdergulf.com to submit their company information for review. If necessary, we will use additional outlets such as newspapers, publications, websites, etc.
10. As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the Client.

Subcontracting Policy

It is standard policy that all subcontractors comply with all of the contractual conditions and commitments of CrowderGulf. As such, all subcontractors shall agree to the following:

1. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
2. Read and formally acknowledge by signature the CrowderGulf Contract for subcontractors and Safety Manual as provided by CrowderGulf.
3. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
4. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
5. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
6. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
7. Begin work to be performed within two full workdays after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractor will pay for all materials, equipment and labor used in the performance of the subcontract(s).
8. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, CrowderGulf may terminate the employment/contract of the subcontractor for cause.
9. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
10. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
11. Provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
12. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
13. Other stipulations may apply as may be required by unique local conditions.

Understanding Requirements

CrowderGulf takes several steps during the proposal preparation process to ensure local subcontractor participation as well as M/WBE utilization policies and 44 CFR 13.36(e) compliance are met. Understanding exactly what the Client is requesting during this initial proposal phase is key to implementation upon activation. In order to clearly define the expectations required we take several preliminary steps. The first step is to review M/WBE policies and procedures to determine specific goals set by the Client. Our second step is to determine utilization breakdowns required. Lastly, we identify all required certifications and/or M/WBE directories to be used for soliciting M/WBE firms and any further breakdowns of percentage goals. Once these steps are completed and we have a clear understanding of all requirements we continue with the following process:

Steps in the Process:

1. Before any subcontractors are solicited, CrowderGulf compiles a list of local subcontractors from our Database of pre-qualified subs. These companies have either worked for CrowderGulf and are in good standing, have registered with us through our website, www.crowdergulf.com, or have been previously solicited by CrowderGulf. All subcontractors must meet the following requirements to be considered for prequalification:
 - a. Verification through one or more of the following websites:
 - *The **System for Award Management (SAM)** is a **Federal Government owned and operated** free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. SAM is used to review all subcontractors' debarred status prior to approval as a prequalified subcontractor(<https://www.sam.gov/>)*
 - *SBA HUBZone Search-confirmation, (http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm)*
 - *Dun and Bradstreet, (<https://sso.dnbi.com>)*
 - b. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
 - c. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
2. If specific directories are to be used, CrowderGulf will check the Client website for directory access or contact the M/WBE Office for a list of potential M/WBE firms to be utilized then compare this list to our current list of local prequalified subcontractors to find possible matches.
3. Contact is then made with M/WBE firms that offer services similar to our scope of work. Initial contact is made by phone then followed up by fax and/or email, confirming the phone conversation.
4. Emailed and/or faxed correspondence provides MBE firms with specific details regarding the request, i.e., scope of work directly from the RFP documents, registration and requirements information, and specific deadlines for submittal of these documents to the CrowderGulf M/WBE Subcontracts Manager.
5. Should letters of intent from interested firms and further proof of M/WBE certifications be required by the Client, CrowderGulf will compile the received documentation and review for completeness.
6. Only those firms that have met set deadlines and returned all requested documentations will be considered for inclusion in final proposal to the Client as a responsive M/WBE Firm.
7. All contacted firms are listed in proposal and delegated either responsive or non-responsive and the reason for this status.
8. Should the appropriations assigned to the responsive M/WBE firms not meet the Client's percentage goal, firm percentages will be adjusted and executed by both parties upon mutual agreement.
9. Once the RFP evaluation process is complete and award notices are received, these M/WBE firms are notified of results and any additional documentation is requested to keep in the Client's file.
10. Current CrowderGulf client folders are updated yearly with current local pre-qualified subcontractors as well as M/WBE firm confirmations.
11. Upon Client activation, if any of the proposed local M/WBE firms are no longer able to fulfill assigned goals, CrowderGulf will identify other certified M/WBE firms to replace inactive M/WBE firms to maintain our proposed percentage goals. CrowderGulf will provide a detailed explanation as well as further commitments from other M/WBE certified subcontractors to perform scope of work in lieu of previously committed Subcontractors.

"CrowderGulf is a company with great integrity, is extremely dedicated to their customers and their work, and is entirely one of the best contractors we have worked for...there is not a project or request by CrowderGulf we would ever turn down."

*Steve St. George
President
St. George Enterprises, Inc*

Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified M/WBE firms will be based on CrowderGulf's activation by Client. Should the Client have yearly or quarterly reports to be submitted, CrowderGulf will file the needed reports upon request.

Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the City to maintain compliance with **44 CFR 13.36 (e) and FEMA SuperCircular 2 C.F.R. Chapter 2, Part 200.**

Affirmative Steps Include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Subcontractor Oversight

In the past, CrowderGulf has mobilized over **400** subcontractors with as many as **5,000 people, 2,600 trucks, and 800 pieces of loading equipment.** To assure the same quality control and efficient operations for the City, CrowderGulf's management team will rely on NIMS management protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the City's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations.

M/SBE Subcontractors

See enclosed a partial list of qualified M/SBE Subcontractors. A current qualified subcontractor list will be provided to the City for pre-approval prior to an event upon request.

Florida Region 1 Potential Subcontractors	Address	City	ST	Zip	smBus	WBE/MBE/HUB /VET/ SDB
814 Sand Inc	12030 Hwy 77	Panama City	FL	32409	1	2
A & K Septic Tank & Portable Toilets	4720 Minnetonka St.	Pensacola	FL	32526	1	
A.2.B. Trucking	241 Quebec Ave.	Defuniak Springs	FL	32433		1
Aardvark Debris Removal LLC	200 Hermey Ave	Pensacola	FL	32507		1
AARK Enterprises, Inc.	P.O. Box 510	Vernon	FL	32462		
Abaco Restoration	P.O. Box 15414	Panama City	FL	32406	1	
Aerotek (Florida)	100 West Garden St	Pensacola	FL	32502		
AK Triple E, Inc.	1610 Woodlawn Way	Gulf Breeze	FL	32563	1	
AW Tree and Landscaping Service, LLC	8250 Briese Lane	Pensacola	FL	32514		1
Axis Maintenance Services, LLC.	970 Gulf Shores Dr.	Destin	FL	32541	1	
Azland Recycling and Waste	PO Box 550	Freeport	FL	32435	1	1
Beachway Contractors, LLC.	365 Campbells Rest Rd	DeFuniak Springs	FL	32433	1	
BEK Group, LLC.	404 North West Street	Pensacola	FL	32505	1	
BKW, Inc.	5615 Duval St	Pensacola	FL	32503	1	1
Capt. Eric's Services, LLC.	3930 Venetian Circle	Panama City	FL	32405		2
Coastal Clearing, LLC.	815 Linda Lane	Panama City Beach	FL	32407		
Construction Materials of NW Florida, Inc.	501 Eglin Parkway NE	Fort Walton Beach	FL	32547	1	
Creek Waste and Recycling LLC	2560 S Hwy 95a	Cantonment	FL	32533	1	1
Cronin Construction, Inc.	913 Gulf Breeze Pkwy, Ste 12	Gulf Breeze	FL	32561		3
Disposal Services, LLC.	3634 HWY 231	Panama City	FL	32404	1	
Dwight Hicks, Inc.	500 Harrison Ave.	Panama City	FL	32401		
Eager Beaver Professional Tree Care, LLC	5202 Gulf Breeze Pkwy	Gulf Breeze	FL	32563		1

Florida Region 1 Potential Subcontractors	Address	City	ST	Zip	smBus	WBE/MBE/HUB /VET/ SDB
ESA South, Inc.	1681 Success Dr	Cantonment	FL	32533	1	2
Florida Home Masters, LLC.	1246 Brake Road	Westville	FL	32464		
GB Green Construction Management & Consulting, Inc.	1720 W. Fairfield DR, Ste 507	Pensacola	FL	32501	1	3
Grahams Welding & Fabrication, Inc.	94 Ready Ave. B#7	Fort Walton Beach	FL	32548	1	1
Guide	17119 Perdido Key Dr. #E33	Pensacola	FL	32507	1	
Gulf Coast Landscape	902 Santa Rosa Blvd	Ft. Walton (Mobile)	FL	32548		
Gulf Coast Utility Contractors, LLC	P. O. Box 8170	Panama City	FL	32409		
Gulf Marine Construction, Inc.	1232 N. Pace Blvd.	Pensacola	FL	32505	1	1
H & H Trucking and Tree Service, LLC	4695 N. Hwy.71	Wewahitchka	FL	32465	1	
Harvest Restoration, Inc	2689 Bear ? Circle	Deford	FL	32420	1	1
HighSteele Landscaping and Home Improvement LLC	5113 Bradford Dr	Milton	FL	32571		
Iron Dog, Inc.	10483 NW Gray Rd	Clarksville	FL	32430	1	2
Keith H Fendley	7310 W Jackson St	Pensacola	FL	32506	1	
Kelly Services	5401 Corporate Woods Dr., Ste. 200	Pensacola	FL	32504		
Kevin D. Pugh, Site & Dozer Works, LLC	5731 Stewart Rd	Walnut Hill	FL	32568		2
L&A Logging, Inc.	50 Loggers Lane	DeFuniak Springs	FL	32435		
Landrum Staffing Service	6723 Plantation Rd.	Pensacola	FL	32504		
Long Shot Transporting	13970 State Hwy 20 W	Niceville	FL	32578	1	
Lumber Locators LLC	12 Marlin Court	Santa Rosa Beach	FL	32459	1	
Mark Kirkland Construction Services, LLC.	3680 Charmaine Dr. B	Pensacola	FL	32526	1	
MDX Services LLC	1396 Hwy 71	Marianna	FL	32448	1	
Mike Turner's Vinyl Siding Inc.	5261 Crowson Rd	Pensacola	FL	32526		1
Morgan Marine Salvage & Recovery, LLC	288 Marsh DR	Freeport	FL	32439	1	
New View Land Clearing	1609 Deer Ave	Panama City	FL	32401	1	
North Florida Land Prep Inc.	11407 Hwy 2301	Youngstown	FL	32466	1	
OCDS 2018, LLC.	2207 East 6th Street	Panama City	FL	32401		
Pate Farms	2331 Horseshoe Loop	Bonifay	FL	32425	1	1
PBrown Builders, LLC	4231 Cherry Laurel DR	Pensacola	FL	32504	1	1
PCE Disaster Contractor, LLC.	4019 Riverside Drive	Panama City	FL	32404	1	1
Pensacola Environmental Services, Inc.	P.O. Box 34450	Pensacola	FL	32507	1	1
Pensacola Tree Service	7085 Frank Reeder Rd	Pensacola	FL	32526	1	
Plant Welding Service Inc	5774 W. Spencer Field Rd	Pace	FL	32571	1	
Precision Emergency Response LLC	2251 Hwy 173	Bonifay	FL	32425		1
Prestwood All-Pro Services, Inc.	8485 Eight Mile Creek Rd	Pensacola	FL	32526		
RBM Contracting Services	PO Box 2174	Santa Rosa Beach	FL	32459	1	
RCG Enterprises, Inc.	1504 W. Intendencia St	Pensacola	FL	32501	1	5
Redmonds, Inc.	8606 Laird St.	Panama City Beach	FL	32408		
Register's Enterprises of Bay County, LLC.	9323 N. Hwy 231	Panama City	FL	32404	1	
Rimax Contractors	108 W. Mallory St.	Pensacola	FL	32501		
River Bend Trucking	2355 Horseshoe Loop	Bonifay	FL	32425	1	1
RME-Diver Commercial Diving LLC	109 Oak Ridge Place	Panama City	FL	32408	1	1
Robbins Contracting, LLC.	309 Elm Ave.	Panama City	FL	32401		
Rouse Stump Grinding LLC	841 Springtime St.	Wewahitchka	FL	32465		
Ryles Grassing, LLC.	PO Box 711	Baker	FL	32531		
Sean McKnight & Sons Landscaping & Tree Service	4200 Langley Ave.	Pensacola	FL	32504		
Smith & Associates, LLC	P.O. Box 1084	Gulf Breeze	FL	32562	1	1
Snelling Personnel Services	1613 St. Andrews Blvd.	Panama City	FL	32405	1	1
Solar Recycling	7508 Klondike Rd	Pensacola	FL	32526	1	
Sound Off Audio	15176 NW Magnolia Church Rd.	Altha	FL	32421	1	
Sterling Tree Services, Inc.	8500 Lillian Hwy.	Pensacola	FL	32506	1	2
Superior Waste & Land Clearing	8804 Sonnyboy Ln	Pensacola	FL	32514		
ThomCo Enterprises, Inc.	745 Hollywood Blvd. NW	Ft Walton Beach	FL	32548	1	2
Tindle Enterprises, Inc.	P.O. Box 969	Freeport	FL	32439		1
Top Flight Mowing, LLC	2243 Cricket Ridge Dr	Cantonment	FL	32533	1	1
Turn Key Marine Services, LLC	646 Anchors St NW #2	Fort Walton Beach	FL	32548		
Walts Landscaping	2601 Wild Lake Blvd	Pensacola	FL	32526		
Gaston's Tree Service LLC/ Wood Resource Recovery	6424 NW 19th DR	Gainesville	FL	32653		
Total Urban Forestry, Ilc	231 NE 11th St	Ocala	FL	34470	1	

➤ Quality Control

The purpose of a quality control plan is to provide guidance and consistent attention to workplace policies and procedures in order to facilitate efficient, effective and safe debris removal and reduction. **CrowderGulf's success in managing quality is achieved by our commitment and attention to the people, processes, and procedures involved in our projects. This starts with identifying and communicating the following Fundamental Values to Quality**

Our complete QC plan will be provided upon request.

➤ Health and Safety

CrowderGulf's Philosophy of Safety

All company operations are managed with an aggressive and proactive commitment to the safety and well being of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production and cost efficiency. CrowderGulf believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels.

This philosophy is reinforced and fulfilled as defined below:

- The CrowderGulf Safety Plan for the City shall be in place at all times to provide mandated directives, required actions, procedures and guidance for all levels of employees from initial response to final closure. The Safety Plan is intended to ensure that all employees work safely and remain safe.
- At all times, CrowderGulf will comply with appropriate safety/ security laws and regulations such as those established by:
 - The Occupational Safety and Health Act (OSHA),
 - The EPA (Environmental Protection Agency),
 - The DOT (Department of Transportation),
 - All other applicable federal, state and local safety and health regulations, and any additional safety standards required by the City

Corporate Commitment to Safety

CrowderGulf is committed to providing an accident free experience for our employees, subcontractors, visitors to our work sites and to the public we encounter during the execution of our projects. Our leadership team is firmly committed to the belief that "All Accidents Are Preventable". To emphasize our commitment to achieving an accident free experience in every CrowderGulf project, the company's senior executive, Mr. John Ramsay, serves as the senior Safety Official. Mr. Ramsay's personal attention to CrowderGulf's safety, health and accident prevention performance establishes an absolute standard of top priority for all personnel throughout the organization.

Many companies have written safety plans for individual safety topics, but few have a comprehensive plans designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and includes all facets of company planning and operations. Our complete 368 page CrowderGulf Health and Safety Plan is available upon request.

Safety Performance Summary

CrowderGulf takes tremendous pride in our safety record. Since 2012, CrowderGulf has received no citations, notifications or violations, pertaining to OSHA, or state OSHA. In that time period, CrowderGulf has worked approximately 739,881 and experienced a total of 3 recordables, which is well below industry standards and the last recordable incident took place in 2011. CrowderGulf believes that providing the safest possible work environment is most beneficial for the company, and our clients.



Year	Hours Worked	OSHA Recordable	Days Away From Work Cases	R.I.F Rate (Recordable Incident Frequency)	D.a.r.t. Rate (Days Away, Restrictions, or Transfers)
2018	173,960	0	0	0	0
2017	148,975	0	0	0	0
2016	111,243	0	0	0	0
2015	94,222	0	0	0	0
2014	89,478	0	0	0	0
2013	92,630	0	0	0	0
2012	59,373	0	0	0	0

We have included our most current **OSHA Form 300A – Summary of Work-Related Injuries and Illnesses** as additional documentation of our exemplary safety record. Previous year's forms can be provided upon request

CrowderGulf's Site Specific Safety Plan

- Maintaining a safety and health program that meets the requirements of OSHA and all applicable laws.
- Equipping employees and subcontractors with the required safety equipment, hard hats, clothing, and other safety materials necessary to perform specific work tasks.
- Preparing an Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) to inventory and address specific work hazards.
- Providing employees and subcontractors with continuing safety and health training necessary to enable them to perform their work in a safe manner.

- Assuring that at no time, while on duty, may employees or subcontractors be under the influence of alcohol, narcotics, intoxicants or mind-altering substances. Violations of this policy may result in immediate dismissal.
- Assuring that employees and subcontractors be required to immediately report all accidents, injuries, and "near misses" to their supervisor.
- Conducting safety meetings to review past activities, plan for new or changed operations, review hazard analyses and establish safe working procedures.
- Communication of Health, Safety, Security and Environment (HSSE) standards will take place in orientation trainings, safety meetings specific to individual situations, daily tool box meetings, memo's and other ways CrowderGulf deems appropriate.
- Assuring that all associates, regardless of position know that they have the right to "Stop the Job" in the event of a HSSE deficiency.
- Conducting Job Hazard Analyses (JHA) to define the activities being performed, the sequences of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level.

A list of local Hospitals, Police Stations, and Fire/Emergency Response Stations will be provided as part of the Safety Plan after project activation.

SAFETY WILL BE THE PARAMOUNT CONCERN AT ALL TIMES

➤ Environmental Sensitivity

CrowderGulf is committed to unequivocal protection of the environment at all work sites and surrounding areas. This is accomplished by attention to organizational, operational and performance details. CrowderGulf personnel or subcontractors assigned to specific contractual duties that substantially impact environmental quality (i.e., incinerator operators) will have the quality of their work continually evaluated by a senior supervisor. Employees with duties partially or indirectly applicable to environmental protection will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage or general containment actions or containment actions specifically related to hazardous materials.



Regulatory Permits and Compliance

CrowderGulf will ensure all applicable permits are obtained before work is started, including but not limited to the following:

- Air Quality
- Forestry
- Storm Water
- Reclamation of Surface Mining Sites
- Ground and Surface Water
- Local Health Department Permits

We work in full regulatory compliance with all agencies involved in disaster recovery including, but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Coast Guard (USCG)
- United States Army Corps of Engineers (USACE)
- Florida Department of Environmental Protection
- Florida Department of Health
- Florida Department of Transportation

Environmental and Historic Considerations

State and local regulations, laws and ordinances will be addressed and followed for all environmental and historic preservation issues. The following list provides a brief review of the primary Federal laws which must be considered during debris management practices.

- National Environmental Policy Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Resource Conservation and Recovery Act
- Endangered Species Act
- Coastal Zone Management Act
- Fish and Wildlife Coordination Act
- Wild and Scenic Rivers Act
- Executive Orders
- National Historic Preservation Act



Specific Environmental Concerns

Spills or Leaks

Should a spill or leak occur during performance of this contract, CrowderGulf will report the spill or leak to the City. CrowderGulf shall be responsible for cleaning up all spills in compliance with federal, state, and local laws and regulations and at no cost to the City or other government entities.

Asbestos Containing Materials

CrowderGulf is experienced and capable of managing the removal of asbestos containing material. If asbestos is encountered during a recovery effort for the City, CrowderGulf will utilize its resources to ensure all asbestos related activities are in accordance with Environmental Protection Agency (EPA) requirements, specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M.

CrowderGulf staff will always comply with all environmental laws and regulations. CrowderGulf will conduct all debris operations outlined in this proposal to meet the program standards provided for in the **FEMA 325 Debris Management Guide**. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

➤ Public Relations

After a disaster, residents want answers regarding recovery operations. CrowderGulf will work closely with the City to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

Developing a Public Information Campaign

Experienced CrowderGulf personnel will be available to assist the City in the development of a public information campaign. The information could include the parameters, rules and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple and easy for all residents to understand. Materials and information may be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.

Distribution Strategy

The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Internet Site** – City of Destin website
- **Public Forums** – Interactive meetings at town hall or shopping area kiosks
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards

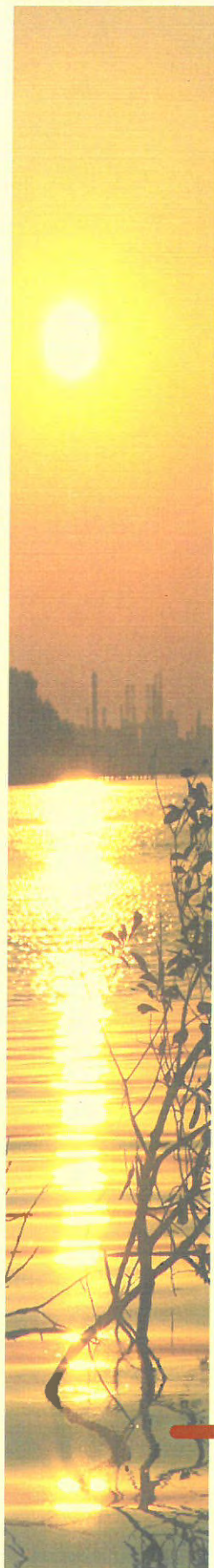
Updates and Redistribution

The public information strategy will be able to address changes and revisions as debris removal operations progress. During the early stages of the operations, distribution may rely on the immediate transmission of the information through radio and television, to update the general public regarding the debris removal operations. Once operations become more routine and predictable, the information can be distributed through the print media, such as newspapers, mailings, and flyers.

Debris Information Center

CrowderGulf can assist the City in establishing a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at-large. The debris information center may also be utilized to report fraud. Regardless of the venue, it will be important to address the residents' concerns, complaints, and questions in a timely and efficient manner. Feedback from the information center will give the Management Team an indication of how effective and efficient the operations are progressing. The City and the On-Site Management Team may use this information to adjust operations appropriately.

Key Personnel



❖ Key Personnel

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with the City of Destin. CrowderGulf's extensive experience and personnel resources enables us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements. All CrowderGulf officers, managers and supervisors have been involved in previous successful disaster related to debris operations and have been fully trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

▪ Potential Destin On-Site Team Members Bios

The names and biographical information of CrowderGulf's professional staff that could be assigned to the City's Management Team are provided below. Each individual is very experienced in emergency debris management. Depending on the need, additional staff may service the City. All additional CrowderGulf staff added will be upon approval of the City.

Nick Pratt – Director of Operations

Mr. Pratt serves as CrowderGulf's Director of Operations. His ability to coordinate our field assets and subcontractor resources has proved invaluable to the overall success of our many projects. Nick began his work at CrowderGulf in 2004 as an equipment operator and crew foreman following Hurricane Ivan. Having completed this large debris removal operation with great success, Nick's talents and abilities were used again to provide field supervision over crews in Pascagoula, MS following Hurricane Katerina in 2005 and in Texas after Hurricane Ike in 2008. Nick supervised and managed several hauling crews until the final cleanup work was completed in Bolivar, Texas. Nick was promoted to Project Manager in 2010 and was assigned project management duties for the BP Deep Water Horizon Oil Spill cleanup. He initially handled all of the logistics for the Oil Spill project, putting hundreds of pieces of CrowderGulf equipment in place and directing and training hundreds for CrowderGulf employees throughout the operation. Nick has continued to assist our team by providing his expert knowledge and leadership in the field to complete any assignment given to him on or ahead of schedule. He has played a vital role as project manager for our large waterway debris removal contract with the New Jersey Dept. of Environmental Services, as a result of Hurricane Sandy in 2012. From 2012- 2018, Nick has worked numerous disaster responses for CrowderGulf providing Project Management and asset coordination assistance for multi-state responses. Most recently, Mr. Pratt worked to secure subcontractors, field personnel, equipment and assets in 2017 after Hurricane Harvey struck the Texas Coast. Hurricane Irma devastated Florida two weeks later and he remobilized and oversaw the same task items along the Florida Coast. He managed to supply necessary subcontractors and equipment to all **91 activated contracts** in Texas and Florida after those two historical storms. In addition, Mr. Pratt has been the Senior Project Manager in the field for the Florida Department of Environmental Protection waterway debris removal project that occurred after Hurricane Irma. Multiple Counties throughout Florida activated contracts and he worked with Project Manager to remove approximately **250,000 Cubic Yards** of waterway debris.



In (2018), Mr. Pratt provided leadership and resource assets for CrowderGulf's simultaneous activations in North Carolina following Hurricane Florence in which CrowderGulf had 20 contract activations and in the Florida Panhandle for 11 additional contract activations following the devastating Category IV, Hurricane Michael. Mr. Pratt's ability to assess each project's needs and assign personnel and inventory assets has been instrumental in our ability to meet each contract activation with the necessary resources to quickly and efficiently respond to each client. Mr. Pratt attended the University of South Alabama. He also holds certificates in CPR and First Aid, 40 hour HAZWOPER and refresher and in 30 HR OSHA Construction and has over a decade of Disaster Debris Management Experience. (NIMS Trained)

Barrett Holmes – Regional Manager

Mr. Holmes joined the CrowderGulf Management Team after more than 29 years of successful leadership and management experience with the United States Army Corps of Engineers with such elite groups as the Army European Command, the 1st Cavalry Division - III Corps, and the Japan Engineer District of the Pacific Ocean Division. From 2010 to 2014, Mr. Holmes was Senior Manager / Defense Coordinating Officer for the Federal Emergency Management Agency (FEMA), Region IV, Atlanta, GA. He is a successful manager with substantial experience in crises management and disaster responses to complex catastrophes.



Mr. Holmes has worked closely with authorities at all levels of government including governors, state emergency management directors and local officials. His most recent experience includes oversight of the entire cleanup operation in Hilton Head Island, SC after Hurricane Matthew. Mr. Holmes and his team handled Emergency PUSH Operations and removed and disposed of approximately **3,012,487 Cubic Yards of Debris**. His experience includes operations related to hurricanes Earl, Isaac and Sandy as well as the Gulf clean-up operations after the Deepwater Horizon oil spill. Mr. Holmes holds a Master of Science degree in Construction Management from the University of Florida and a Master of Science degree in Strategic Studies from the United States Army Senior Staff College. He is also affiliated with the Society of American Military Engineers, Army Engineer Association and the International Association of Emergency Managers. (NIMS Trained)

Don Madio – Regional Manager

Since 1999, Don Madio has served on more than 150 mid-to-large-scale disaster recovery and debris management projects. Don's seasoned portfolio offers a wide range of competent recovery and management disciplines, providing critical oversight to operational challenges and innovative project strategies that regularly exceed client expectations and project goals. Upon taking a position with CrowderGulf, Mr. Madio provided management and oversight for 7 debris removal and waterway projects, following Hurricane Matthew. These projects were successfully completed within the client's time frame and contract specifications. Following Hurricane Irma, Mr. Madio served as Florida's Regional Manager and was tasked to manage all Florida debris removal operations throughout the State. He and his team of Project Managers and Field Supervisors managed 64 successful debris management and waterway projects, helping to remove and dispose of over **11.8 MILLION CUBIC YARDS** of Hurricane Irma generated debris. Recently, Mr. Madio supervised and oversaw all of Hurricane Michael's debris management projects in Florida's Panhandle, where more than **15 MILLION CUBIC YARDS** have been removed and disposed. All the while, Don handled any challenges that the historic 2017 and 2018 Storm Season threw at him, transcending all client objectives. Mr. Madio is a graduate from the University of Florida. (NIMS Trained).

**Brian Smallwood – Regional Manager, LEED AP**

Mr. Smallwood graduated Auburn University in 2006 with a Bachelor's Degree in Building Science. After graduation, he worked as a Project Manager in Atlanta, GA for one of the largest general contracting firms in the nation. There he built a strong management foundation and obtained the necessary fundamentals to plan and coordinate with owners, engineers and government officials. Mr. Smallwood has the skills to estimate, propose, contract, coordinate, schedule, manage, budget, document and close-out a project from start to finish. Mr. Smallwood is often the first employee on the ground after a disaster. His fast mobilization time is of great benefit to clients as it generates an extremely quick start time. Mr. Smallwood has the ability to accurately assess damaged areas to help municipalities plan for a recovery effort.

Mr. Smallwood took on the role of Regional Manager during the activation that took place after Hurricane Harvey. He oversaw ALL 26 contract activations throughout the State of Texas. He and his team removed and disposed of approximately **4.7 MILLION CUBIC YARDS** of Debris. In 2016, he worked during Hurricane Matthew with the South Carolina Department of Transportation removing and disposing of approximately 500,000 Cubic Yards of Debris. He managed 6 separate Debris Management Sites for both State and County Roads and coordinated assets and resources for a population of over 315,000 residents. Mr. Smallwood serves as the Contract Representative for pre-event contracts in Alabama, Florida, Mississippi, Louisiana, Washington and California. His role in servicing contracts include conducting yearly training sessions, determining high risk areas within a community, locating debris storage sites, determining final debris disposal locations and discovering methods and options for recycling and reuse of debris.



Mr. Smallwood is a LEED Accredited Professional with certifications in NPDES and FEMA courses. Mr. Smallwood has a current OSHA 30 and HazWoper 40 certification. Mr. Smallwood also holds the General Contractors license for CrowderGulf in the State of Florida. (NIMS Trained)

Wilber Ledet – Senior Project Manager

Mr. Ledet's disaster experience with CrowderGulf began after Hurricane Ike with the managing of the wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay, TX. This project also included his expertise in managing the stored vessel reclamation program in which he assisted in the removal of hazardous substances from the vessel and coordinated its proper disposal. From 2010 to 2012, Mr. Ledet managed up to 800 Hazwoper certified responders and facilitated meetings with Environmental Teams and BP officials, serving as project manager, assigned to the Deepwater Horizon Oil Spill. In 2012, following Hurricane Isaac, Mr. Ledet was assigned as Project Manager to oversee the sand removal, sand screening and beach berm construction for the Town of Dauphin Island, AL. This project included sea oat replacement, and the management of the right of entry program for sand reclamation on private property. Following Super Storm Sandy in 2012, Mr. Ledet was assigned as project manager to oversee the wet debris removal from Barnegat Bay, NJ, and successfully completed removal and disposal of over 700,000 yards of wet debris. Mr. Ledet has also served as Project Manager for Ice Storm Pax (NC), and 2014 Tornado Outbreak in Limestone County (AL). Mr. Ledet worked as the Project Manager after the 2015 Severe Floods that devastated Columbia County (SC) in early October, 2015. Most recently, Mr. Ledet managed the floods in Ouachita Parish (LA) and Brazoria County (TX). In late 2016, the City of Central (LA) suffered some severe flooding and Wilber lead the CrowderGulf Team during the removal operations within the City and East Baton Rouge Parish. Mr. Ledet also was the Senior Manager on Hilton Head Island (SC) which resulted in the removal and disposal of over **2.8 Million Cubic Yards** of debris. After Hurricane Matthew, he worked on the waterway debris removal project in Brevard and Volusia County (FL) for the Florida Department of Environmental Protection. In 2017, Mr. Ledet was deployed to **Aransas County, Rockport and Corpus Christi after Hurricane Harvey** caused extensive damage to the area. As Senior Project Manager, he was in charge of all 3 locations and he and the CrowderGulf Team removed and disposed of approximately **2.5 Million Cubic Yards** of debris. In 2018, Mr. Ledet's served as Senior Project Manager overseeing North Carolina Contracts following Hurricane Florence.



■ Corporate Management Team / Top Level Management Personnel

The personnel listed below bring a wealth of disaster debris removal and management experience. They have been involved in management and operational decisions of all past contract activations for the past 10 years. The knowledge and expertise make them invaluable assets to any debris removal operation from startup to final invoicing and reconciliation.

John Ramsay – Chief Executive Officer & President

Mr. Ramsay is a graduate of Auburn University with a degree in Agriculture and has over 45 years of experience in storm debris removal and reduction operations and management. Working all disaster work since Hurricane Camille, in 1969, Mr. Ramsay is one of the foremost experts in all phases of a debris operation, including removal, reduction, recycling and disposal. As one of the owners and the founder of CrowderGulf, he takes a personal interest in each of the municipalities we have served over the years. In non emergencies, Mr. Ramsay is a well respected member of the timber industry. His experience in agriculture, farming, and silviculture provides opportunities for CrowderGulf to leverage additional services and expertise to our clients. He is well respected in the field and his technical advice has been and continues to be sought after by other contractors, municipalities, and various agencies such as Wildlife and Fisheries. Mr. Ramsay has been especially involved in creating innovative ways to recycle debris wastes. (NIMS Trained)



Ashley Ramsay-Naile – Senior Vice President and Chief Operating Officer

Mrs. Ramsay-Naile is a Graduate of the University of South Alabama. She has been involved in managing the day to day business of CrowderGulf operations since 1995 when Hurricane Opal impacted the Florida Panhandle. She has played a vital role in establishing the Disaster Administration Office (DAO) in which she has structured and managed since its acquisition. As Chief Operating Officer for CrowderGulf, her role has provided a liaison to clients, logistics coordination with our field operations, contract negotiations, preparation of proposals, subcontractor coordination, field supervisor, project management, and all aspects of back office activities including accounts payable, accounts receivable and human resources. In 2012, Mrs. Ramsay-Naile was appointed by Governor Robert Bentley, to the Alabama State Workforce Investment Board. (NIMS Trained)

**Margaret R. Wright, Ph.D. – Senior Documentation Director**

Dr. Wright has over 25 years of professional training and managerial experience. As a vital member of CrowderGulf's Senior Management Team, her roles include technical proposal writing, training developer and facilitator, regulations compliance, management of record keeping, including day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations at completion of projects. Dr. Wright has worked in field operations setting up and managing field offices, hiring and training personnel to work with all required documentation, and at CrowderGulf's Disaster Assistance Office (DAO) after all major disasters since 2003. In 2017, Dr. Wright worked **onsite** with our Client and their monitoring firm to assure that documentation and FEMA reimbursement went smoothly after Hurricane Hermine caused damage in the Florida. She worked to properly invoice and document approximately 9 Million Dollars for the City of Tallahassee and Leon County. Most recently, she and her team worked to invoice and reconcile over **180 Million Dollars for Hurricane Irma and over 86 Million for Hurricane Harvey**. (NIMS Trained)

**Raymond "Buddy" Young – Regional Director**

Mr. Young was **Regional Director of FEMA Region VI from 1993 – 2001** and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management field and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. As the Director of Operations, Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation. Mr. Young is one of the most knowledgeable people working in the debris management field with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA). (NIMS Trained)

**Gary Jones – FEMA Specialist and Technical Assistance Manager**

Mr. Jones has over 28 years working for the Federal Emergency Management Agency (FEMA). He served as **Deputy Regional Director of FEMA Region VI for 17 years**. During those 17 years as Deputy, he also served as Acting Regional Director for 4 years. Mr. Jones was responsible for administration of emergency management programs in the FEMA Region VI states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region. Additionally, Mr. Jones served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Haz. Materials, Earthquake and Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. He was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters. Mr. Jones has a Master's Degree from Tulane University and a Bachelor's Degree from the University of Arkansas. (NIMS Trained)



Reid Loper – Vice President, LEED AP

Mr. Loper previously worked as a project manager for a commercial construction company in Atlanta, Georgia, prior to choosing to return to the Gulf Coast. The time spent in Atlanta gave him vast knowledge in management, estimating, schedule and budget supervision. Mr. Loper has estimated over \$200 million of work and completed over \$100 million in commercial construction. He graduated from Auburn University with a bachelor's degree in Aerospace Engineering where he worked as a research and design student. Mr. Loper started his career with CrowderGulf in 2010, as Senior Project Manager (SPM) for the BP Oil Spill. As SPM, his role was managing over 1,200 personnel and 600 pieces of equipment. Managing several projects at once is Mr. Loper's strong point and the BP project consisted of simultaneously managing more than eight different major projects throughout the Alabama Gulf Coast for the BP Deep Horizon oil spill operation. These projects ranged from sand screening, dredging, hazardous waste handling and vessel operations, to side scan sonar work. All projects have cumulatively exceeded \$130 million in invoicing and total project cost.



In 2012 Mr. Loper took on the task as SPM to oversee CrowderGulf's Hurricane Sandy Response for the New Jersey Department of Environmental Protection Agency. The work consisted of waterway, marine, and marsh debris removal, totaling in over 450,000 cubic yards of debris removed and 109 vessels recovered. The project was called "Unprecedented" by the DEP commissioner as the largest waterway debris removal operation and set new guidelines with the Federal Government on how marine debris and dredging operations are conducted. While in New Jersey, Mr. Loper also managed a flood prevention (Harding) project using HESCO barriers, for JP Morgan Chase's national data center in Carlstadt, NJ. This project used temporary structures to effectively raise the building's relative flood plain. Towards the end of 2014 and his stay in New Jersey, Mr. Loper oversaw the removal of 6 massive derelict house boats in Southern New Jersey, which was funded under a NOAA Grant for coastal restoration and improvements. Mr. Loper is NIMS certified and holds general contractor licenses in the following states: Virginia, South Carolina, Georgia, Alabama, Mississippi, and Louisiana. (NIMS Trained)

John Campbell – Regional Director

Mr. Campbell has experience in disaster response planning and management since 1968. He has a B.S. degree in Political Science from the University of Southern Mississippi and a Masters degree in Logistics Management from the Florida Institute of Technology. After retirement from the U.S. Army as a full Colonel with 30 years of service, he served for six years as Chief of Operations for Lee County Emergency Management in Fort Myers, Florida. He has direct experience in debris recovery operations from Hurricane Iniki in Hawaii and Hurricanes Charley, Ivan and Wilma that impacted Southwest Florida. He also provided mutual aide to Escambia County, Florida following Hurricane Ivan. During his 36 years of public service, he amassed an extensive background in high-level management, disaster response and training. He also trains CrowderGulf clients in all facets of debris management, Incident Command System (ICS), National Incident Management System (NIMS) and the FEMA PA program process. Mr. Campbell was previously qualified as an accredited Professional Emergency Manager through the Florida Emergency Preparedness Association (FEPA) and remains active in the organization. (NIMS Certified Instructor)

**■ Disaster Administration Office Team****Leigh Anne Ryals, ALEM, CLEM – Emergency Management and Quality Control Specialist**

Mrs. Ryals has over 17 years of experience and training in Emergency Management. She has 11 years serving as an Emergency Management Director and 5 years serving as a Disaster Public Information Officer. She has worked 12 Presidential Disaster Declarations and one Incident of National Significance, the Deep Water Horizon oil spill, and of those disasters she served as Incident Commander for eight of those events. She is extremely knowledgeable with FEMA's public assistance policies and procedures and has been successful in the FEMA appeals process. She has served as a member of the FEMA Hurricane Liaison Team and testified before the 110th and 111th U.S. Congress on Hurricane Katrina Preparedness and Response Initiatives – Best Management Practices. Mrs. Ryals learned first-hand the type of documentation and determination it takes to be successful in an OIG / FEMA audit. She obtained valuable knowledge in documentation proper damage survey, reports/technical writing, and extensive knowledge on FEMA policy and procedure.



Mrs. Ryals is a Licensed and Certified Alabama Emergency Manager; and serves as a NIMS 300 & 400 Course Instructor and holds numerous FEMA and State Emergency Management Certifications. (NIMS Certified Instructor)

Jeff Zemlik – Safety Manager

Mr. Zemlik has been affiliated with the construction industry since a young age, starting his safety career by managing the safety department of his family's masonry company, which completed over 1.5 million safe work hours. His past projects have included the State of New Jersey after Hurricane Sandy in 2012, developing and directing the safety program for the BP Oil Spill for the State of Alabama, constructing the largest indoor primate house at Chicago's Brookfield Zoo and reworking furnaces in and around the steel mills of Gary, Indiana. He is currently charged with overseeing the Safety Department for CrowderGulf. Mr. Zemlik is a graduate of Indian River State College, earning degrees in both Organizational Management and Occupational Health and Safety. Currently he is enrolled at Columbia Southern working toward his masters in Occupational Health and Safety.

Mr. Zemlik holds certifications in USACE Construction Quality Management, USACE 385-1-1 40 hour, 40 hour HAZWOPER certificate and Instructor, SONS & TWIC, OSHA 10 hour General Industry, OSHA 510 & 500, Leadership & influence, DOT Supervisor and Root Cause & Incident Training. (NIMS Trained)

**Wesley Naile - Contracts Manager**

Mr. Naile has had experience in the disaster and recovery field since 2004 when he served in Volusia County, Florida as a CrowderGulf's Field Manager during Hurricane Charley, Frances and Jeanne. In 2005, he was assigned the role of Logistics Coordinator working out of the disaster administration office, coordinating materials, equipment and subcontractors to CrowderGulf's clients. Mr. Naile's roles now include the management of the pre-event contracts database information, coordinating with new and existing clients in establishing pre-event contract awards and contract documents and coordinating with clients on contract renewals. In 1999, he worked for Gulf Equipment Corporation Wireless Telecom Division on the southern east coast doing tower site build out. He has attended the University Of South Carolina Of Beaufort. He also served three years in the U.S. Army as a 12B Combat Engineer with an honorable discharge. (NIMS Trained)

**Andrew "Drew" Sprinkle - Project Manager**

Prior to joining the CrowderGulf team, Mr. Sprinkle worked as an Account Manager for a third party logistics provider in Chattanooga, TN. In this position, he managed multiple high volume logistics accounts for customers in the construction and steel industries. The cradle-to-grave business model of this company allowed Andrew to oversee all aspects of his accounts, giving him valuable knowledge in the many areas of project management. Upon coming aboard with CrowderGulf, Mr. Sprinkle was involved in debris removal and haul out operations in the Corpus Christi, TX area following hurricane Harvey. Most recently, Mr. Sprinkle worked as a Project Manager in Collier County, FL on a waterway debris removal project. Mr. Sprinkle has a BSBA Degree from Auburn University in Supply Chain Management. While studying at Auburn, Mr. Sprinkle served as a Student Project Management Consultant intern for the Port of Catania in Sicily, Italy. While there, he worked within a team of other international students to develop a solution plan that would allow for an increase in port traffic while maintaining safe and efficient operations. He holds certifications in OSHA 30, TWIC, and NIMS.

**Clayton Young – Senior Project Manager**

Mr. Young has been employed with CrowderGulf since 2010. He has served as the Texas and Louisiana client representative in that time, as well as project manager for a number of disaster activations. He spent parts of 2010-2011 in Galveston County Texas overseeing operations for a buyout mitigation program that turned 800 properties destroyed by Hurricane Ike, into green space on the Bolivar Peninsula. He was responsible for bidding and estimation of cost and reconstruction of these properties. After that project was completed, he spent time as a field supervisor in Alabama after the tornado outbreak in 2011. Mr. Young was promoted to a project manager and oversaw debris removal efforts in North Carolina for the NC DOT after Hurricane Irene, Montgomery and



Waller Counties in Texas after they were flooded on April 15, and Memorial Day in 2015. In addition, he was called to action in Central Louisiana for flood cleanup in 2016.

In 2017, Hurricane Harvey caused significant damage to the entire State of Texas and Clayton served as project manager for the Cities of Dickinson, Friendswood, La Marque, Santa Fe, Clear Lake Shores, Jones Creek, Lake Jackson and Galveston County. After completing those projects in 2018, he switched gears and managed waterway restoration projects under a contract with the Texas General Land Office on the Colorado, San Bernard, and Brazos Rivers, as well as Chocolate Bayou and Oyster Creek. In late 2018, after Hurricane Florence hit the East Coast and Carolinas, he managed the debris recovery operations in Duplin County North Carolina. In early 2019, Mr. Young headed back to the City of Dickinson, TX as project manager for the Dickinson Bayou cleanup and de-snagging project under the Natural Resources Conservation Service (NRCS)

Mr. Young has spent time studying and living abroad which has given him unique worldview and the ability to understand and communicate with a wide range individuals. He understands the bid process, contracting, mobilization, operation management, documentation and close out of disaster recovery projects. He excels at building close client relationships, business development and servicing pre-event contracts for Client's needs such as training and pre-planning. Clayton graduated from the University of North Texas where he focused on Entrepreneurial Management and International Business Practices. NIMS Trained

Amber Ramsay – Public/Community Relations and Marketing Manager

Ms. Ramsay has been CrowderGulf's Public/Community Relations and Marketing Manager since 2004. Throughout the year she interfaces with Clients and acts as CrowderGulf's (continuing education) Conference Coordinator. During a disaster, one of her main responsibilities is to liaison between CrowderGulf's Project Managers and USACE, elected officials, public work directors, incident commanders of Emergency Operations Centers and Clients. She coordinates directly with Public Information Officers and assists in the release of pertinent debris recovery operations to the citizens. Some of her field experience includes Field Supervisor in Pascagoula, MS after Hurricane Ivan in 2004, Lake Charles, LA after Hurricane Rita in 2005, Deere Park, TX after Hurricane Ike in 2008, and in Edenton, NC after Hurricane Irene in 2011 and Dauphin Island, AL after Hurricane Isaac in 2012. Prior to coming to CrowderGulf she was a Marketing/Sales Manager for McKenzie-Childs in New York City for 10 years. Ms. Ramsay is a Graduate of Auburn University. (NIMS Trained)



Gina Walley – Accounts Receivable Manager / Documentation Specialist

Ms. Walley has been the Accounts Receivable Manager and Documentation Specialist since 2005. She continually interfaces with clients and client representatives to build a strong team relationship to provide accurate documentation to support CrowderGulf work and eligibility. She works closely with clients during FEMA audits to provide necessary documentation in a timely manner. Her background in Computer Engineering Technology has helped her in creating and managing all in-house databases. Each database is specifically designed to meet the client's needs. In addition to client databases, she also builds databases that house pertinent company data such as contract information, subcontractor information and historical CrowderGulf information. Shortly after Hurricane Ike in 2008, she teamed with a programmer to build a unique and powerful database that has proven to increase accuracy in data recording. Ms. Walley's experience has spanned across more than 20 major hurricane events as well as numerous non-disaster related projects. (NIMS Trained)



Jenny Todd – Subcontractor Compliance Manager

Ms. Todd manages, develops and promotes CrowderGulf's Subcontracting Department focusing on Small/Minority Business subcontractors for each region. Her focal point is to contact and localize subcontractors during and after the RFP development phase in an effort to maintain community involvement and maximize local small /minority businesses participation. In 2003, she earned a Bachelor of Science degree in Marketing and a minor in Mathematics from the University of Alabama. After graduation, she joined a law firm in Tuscaloosa. In 2005 she joined the CrowderGulf Team which was during the rebuilding process along the Gulf Coast after Hurricane Katrina. The legal experience she gained made her the ideal candidate to oversee the subcontracting operations. (NIMS Trained)



Resumes will be provided upon request.

No employee identified for anticipated assignment to the City's Site Management Team has ever been a defendant in any proceeding involving or arising out of debris removal services.

Additional Personnel

The following is a partial list of CrowderGulf's available management, administrative, and supervisory personnel (full resumes are available upon request) who, depending on the scope of work, may be assigned to the contract:

Full Time and DAO Personnel

Personnel	Debris Management Skills	Personnel	Debris Management Skills
John Aaron Ramsay	Superintendent, Sub Contractor Crew Foreman	Andrew Sprinkle	Field Supervisor
Lyman M. Ramsay	Senior Project Manager	Tom Robinson	Field Supervisor
James Thompson	Foreman	Kelly Williamson	Subcontractor Accounts Payable Mgr, DAO
Ercil Goodwin, PLS	Professional Land Surveyor, Project Manager	Gabriel Rel	Field Supervisor
Hough Holton	Project Manager/Field Supervisor	Jim Rinehart	Field Supervisor
Mike Moulder	Project Coordinator	Donna Suters	Accounting, Documentation Management
Howard Turner	Project Manager/Field Supervisor	Jenny James	Accounting, Documentation Management
John Bush	Project Coordinator/Field Supervisor	Mary Turner	Logistics, Contract Management
Daryl Moulder	Field Supervisor	Desiree Matlack	Project Manager, Field Supervisor
Larry Hedgepath	Project Manager, Account Manager	Charles Clark	Field Supervisor
Kelly Pridgen	Project Manager, Account Manager	Ronald Thorson	Field Supervisor
Melinda Edwards	Executive Administrative Assistant	Kerrie Noll	RFP Coordinator

Additional Field Personnel

Personnel	Debris Management Skills	Personnel	Debris Management Skills
Jay Bender	Project Manager	Jan Leggett	Project Manager
Patrick Bernier	Project Manager	Lee Leggett	Project Manager
Anthony Bishop	Project Manager	Leigh Loper	Project Manager
James Brewer	Project Manager	Mark Loper	Project Manager
Isam Brisco	Project Manager	Matt Lucas	Project Manager
Jesus Carretie	Project Manager	Barry Lund	Project Manager
Vance DeHart	Project Manager	Desiree Matlack	Project Manager
Cliff Drinkwater	Project Manager	Lew Najor	Project Manager
Ronnie Duhon	Project Manager	Jim Poore	Project Manager
Ron Edge	Project Manager	Mark Powell	Project Manager
Dru Fontenot	Project Manager	Jim Ransom	Project Manager
Ken Francisco	Project Manager	Gabriel Rel	Project Manager
Kenny Fredriksen	Project Manager	Sam Roberts	Project Manager
Jim Frye	Project Manager	Tom Robinson	Project Manager
Ray Gill	Project Manager	Tim Smith	Project Manager
Eric Hall	Project Manager	Ron Thorson	Project Manager
LD Harris	Project Manager	Howard Turner	Project Manager
Roy Hayes	Project Manager	Joe Van Vactor	Project Manager
Dan Hayes	Project Manager	Freddy Willis	Project Manager
Joe Hayes	Project Manager	Mike Wimberly	Project Manager
Philip Hill	Project Manager	Mary Ann Wolfson	Project Manager
Barton Holmes	Project Manager	Marc Wolfson	Project Manager
Gene Hope	Project Manager	Charles Wright	Project Manager

➤ Personnel Certifications and Understanding of Governmental Programs

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists. Numerous certifications are held by all of our key management staff as well as our field operations staff. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General. Our staff is well-versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff holds numerous FEMA course certifications and a number of OSHA Health & Safety and Hazardous Materials certifications. CrowderGulf employees are required to attend State and National conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

Additional Courses that are relevant to Debris Management that are held by staff members include the following:

Course No.	Course Name	Course No.	Course Name
IS 1	Emergency Program Mgr.	IS-75	FEMA Military Resources and EMA
IS-2	Emergency Preparedness in the USA	IS-101/102	Deployment Basics
IS-5	Intro to Hazardous Materials	IS-111	Livestock in Disaster
IS-10/11	Animals in Disaster	IS-120	Introduction to exercises
IS-27	Orientation to FEMA logistics	IS-139	Exercise Design
IS-30/31	Mitigation eGrants training	IS-208	State Disaster Management
IS-45.11	FEMA Safety Orientation	IS-230	Principals of Emergency Management
IS-55	Household Hazardous Materials	IS-235	Emergency Planning
IS-240	Leadership & Influence	IS241	Decision Making and Problem Solving
IS-242	Effective Communications	IS-250	Emergency Support Functions
IS-324	Community Hurricane Preparedness	IS-403	Individual Assistance
IS-630	Intro to Public Assistance Process	IS-631	Public Assistance Operations
IS-632	Intro to Debris Ops in FEMA's PA Program		Oil and Hazardous Materials Response
G202	Debris Management	G363	Hurricane Readiness
G 385	Disaster Response and Recovery Operations	FEMA	EMI Professional Development Series
	Debris Management Planning Course for State Tribal and locals		Side Scan Sonar Systems Introduction and Side Scan Sonar Systems Operators Course
OSHA	HazWoper Training	ICS 363	Hurricane Readiness
	Asbestos Contractor Supervisor	L449	ICS Incident Command Train the Trainer
IS 100	Intro to ICS	IS 200	ICS for single resources & Initial Action Incidents
IS300	Intermediate ICS	IS 400	Advanced ICS
IS 700	Intro into the National Incident Mgt. System	NIMS 800a	National Response Plan
NIMS 700/701a	Multi Agency Coordination System (MAC)	NIMs 702	NIMS Public Information System
703	NIMS Resource Management	IS 803	Emergency Support Functions PW

CrowderGulf's Certifications & Training

The following is a short list of certificates and training specialized by CrowderGulf personnel. There are over 135 additional certifications and training certificates available upon request.



FEMA | Emergency
Management
Institute

Emergency Management Institute



This Certificate of Achievement is to acknowledge that

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course

PS-00700a
National Incident Management System (NIMS)
An Introduction

(Issued this 24th day of March, 2017)



Signature of Instructor
Signature of Student
Signature of Evaluator

IS-00100 - Intro to Incident Command Systems

John Ramsay	Desiree Matlack	Margaret Wright
Buddy Young	Don Madio	Mark Loper
John Campbell	Donna Suters Eric Hall	Mike Moulder
Ashley Ramsay	Gary Jones	Nick Pratt
Amber Ramsay	Gina Walley	Reid Loper
Andrew Sprinkle	Jenny Todd	Ronald Thorson
Barrett Holmes	Jeff Zemlik	Vance DeHart
Brian Smallwood	Leigh Anne Ryals	Wes Naile
Charles Clark	Lisa Baldwin	Wilber Ledet
Clayton Young		

IS-230 - Principles of Emergency Management

Leigh Anne Ryals Linda Lucas

IS-00242 - Effective Communication

Reid Loper Mike Moulder
Leigh Anne Ryals

IS-00700 - Intro to National Incident Management System (NIMS)

John Ramsay	Don Madio	Margaret Wright
Buddy Young	Donna Suters	Mark Loper
John Campbell	Eric Hall	Mike Moulder
Ashley Ramsay	Gary Jones	Nick Pratt
Amber Ramsay	Gina Walley	Reid Loper
Andrew Sprinkle	Jenny Todd	Ronald Thorson
Barrett Holmes	Jeff Zemlik	Vance DeHart
Brian Smallwood	Leigh Anne Ryals	Wes Naile
Clayton Young	Lisa Baldwin	Wilber Ledet
Desiree Matlack		

IS-300 - Intermediate ICS

IS-300 Instructors: John Campbell and Leigh Anne Ryals

Reid Loper Jeff Zemlik

IS-00200 - ICS for Single Resources & Initial Action Incidents

John Ramsay	Donna Suters	Mike Moulder
Buddy Young	Don Madio	Mark Loper
John Campbell	Eric Hall	Nick Pratt
Ashley Ramsay	Gary Jones	Reid Loper
Amber Ramsay	Gina Walley	Ronald Thorson
Andrew Sprinkle	Jenny Todd	Vance DeHart
Barrett Holmes	Jeff Zemlik	Wes Naile
Brian Smallwood	Leigh Anne Ryals	Wilber Ledet
Clayton Young	Margaret Wright	

IS-00235 - Emergency Planning

Leigh Anne Ryals Linda Lucas

IS-00632 - Intro to Debris Opers in FEMA's Public Asst. Program

Reid Loper Donna Suters Mike Moulder
Leigh Anne Ryals

IS-00800 - Intro to National Response Plan (NRP)

John Ramsay	Clayton Young	Margaret Wright
Buddy Young	Donna Suters	Mark Loper
John Campbell	Don Madio	Mike Moulder
Ashley Ramsay	Eric Hall	Nick Pratt
Amber Ramsay	Gary Jones	Reid Loper
Andrew Sprinkle	Gina Walley	Ronald Thorson
Barrett Holmes	Jenny Todd	Vance DeHart
Brian Smallwood	Jeff Zemlik	Wes Naile
Charles Clark	Leigh Anne Ryals	Wilber Ledet

IS-400 - Advanced ICS Command & General Staff IS-400

Instructors: John Campbell and Leigh Anne Ryals

Reid Loper Jeff Zemlik

OSHA 30 Hour – Construction			Hazwoper – Hazardous Waste Operations and Emergency Response		
John Ramsay Buddy Young John Campbell Barrett Holmes Brian Smallwood Clayton Young Eric Hall Ronald Thorson Mike Moulder Mark Loper	Jeff Zemlik Lisa Baldwin Charles Clark Andrew Sprinkle Nick Pratt Reid Loper Vance DeHart Wes Naile Wilber Ledet		Brian Smallwood Jason Zirlott Jeff Zemlik John Campbell Nick Pratt Reid Loper	Ronnie Duhan Mark Loper Wilber Ledet Vance Dehart.	
OSHA Misc.			Watershed Management Training		
OSHA 10 Hour General industry	Brian Smallwood Jeff Zemlik		Brian Smallwood Jeff Zemlik Reid Loper	Brandi Snell Clayton Young Leigh Anne Ryals	
OSHA 500 – Train the trainer	Jeff Zemlik				
U.S.A.C.E. – Q.C.M (Construction Quality Management)			T.W.I.C. Card		
Brian Smallwood Jason Zirlott Jeff Zemlik Reid Loper Don Madio	John Campbell Leigh Anne Ryals Margaret Wright Nick Pratt Barret Holmes		Reid Loper Jeff Zemlik Wilber Ledet	Brian Smallwood Nick Pratt Drew Sprinkle	
First Aid/CPR			Misc. Training		
Buddy Young Clayton Young John Campbell Ashley Ramsay Amber Ramsay Andrew Sprinkle Barrett Holmes Brian Smallwood Clayton Young Donna Suters Margaret Wright Mark Loper Mike Moulder Nick Pratt	Desiree Matlack Eric Hall Reid Loper Vance DeHart Gary Jones Gina Walley Jenny Todd Jeff Zemlik Leigh Anne Ryals Charles Clark Ronald Thorson	 Wes Naile Wilber Ledet	Asbestos Supervisor Asbestos Inspector USACE 385-1-1 40 hour	Jeff Zemlik Jeff Zemlik Jeff Zemlik	

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023**TYPE OF AGENDA ITEM:**

Consent Agenda**AGENDA OUTLINE NUMBER:**

3.H.

TO: City Council**THRU:** Lance Johnson, City Manager**FROM:** Lisa Firth, Parks & Rec Director**DATE:** November 2, 2023**SUBJECT:** Capt. Royal Melvin Park Off-Season Restroom Hours.

I. BACKGROUND: Captain Royal Melvin Restrooms are open 6am-midnight during the summer season. We recommend 6am-9pm during the off season. This would start November 7.

II. DISCUSSION: Restroom hours of 6am-9pm will provide a service for the citizens enjoying the boardwalk, park, fishing boats.

A. Link to Strategic Goals / Objectives: Effective, efficient and aesthetically pleasing infrastucture.

B. Effect on Budget (EOB): NA

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to approve closing the restrooms at Capt. Royal Melvin Park at 9:00pm during the off-season, November through the beginning of spring break each year.

Attachments:

2023-7221

ITEM #

None

**REGULAR MEETING
DESTIN CITY COUNCIL
AUGUST 21, 2023
CITY HALL ANNEX COUNCIL CHAMBERS
5:30 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 Torey Geile

Councilmember Terésa Hebert

Councilmember Jim Bagby

Councilmember Dewey Destin

Councilmember Kevin Schmidt

Councilmember Johnny King

Destin City Staff

City Manager Lance Johnson

Parks/Recreation Director Lisa Firth

City Engineer Ryan Scott

Finance Director Krystal Strickland

Human Resources Director Jaime Dittmer

Building Official Noell Bell

IT Specialist James Lauria

City Attorney Kimberly Kopp

City Clerk Rey Bailey

Public Works Director Michael Burgess

Community Development Director Louis Zunguze

Grants/Project Manager Jeffrey Cozadd

Principal Planner Steve O'Connor

Public Information Director Tamara Young

Code Compliance Director Troy Williams

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 5:30 PM. Pastor Steve Farris of First Baptist Church of Destin gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember King requests Consent Agenda item 3C be pulled for discussion.

Councilmember Schmidt requests Consent Agenda item 3H be pulled for discussion.

Motion by Councilmember Hebert, seconded by Councilmember King, to approve the agenda, as amended, passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Sweetser was absent from the meeting).

1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / PUBLIC PRESENTATIONS / ANNOUNCEMENTS

A. Suicide Prevention Proclamation

Mayor Wagner read the Proclamation designating the month of September 2023 as National Suicide Prevention & Action Month in the City of Destin, and then presented the proclamation to Mr. Louis Zunguze and Mrs. Sabina Zunguze, the Executive Director of the Tatissa Zunguze Foundation For Suicide Prevention.

2. PUBLIC COMMENTS

Ms. Melody Ziegler, Vice-President of the Holiday Isle Improvements Association (HIIA) spoke in regard to the association's opposition to the 25% Net Positive Environmental Benefit (NPEB) fee. She stated that multiple homeowners' associations have been informed by city staff that the 25% fee of the overall construction costs will be levied for seawall, docks, boat slips, and others. This includes not only new projects but also replacement projects. This change will include not only Destin harbor but also canals adjacent to the Destin Harbor. She stated that they question the legality of the implementation of this change without it being properly vetted. With this change, homeowners will be discouraged in repairing dilapidated seawall and docks because of the heavy additional costs. Replacement and repair projects lead to less runoff and clean up the underwater areas around these projects. The association is urging the council to withhold charging NPEB fees on any such projects within the harbor and the association's canals until the city's Land Development Code (LDC) rewrite is completed. The association would like to have the opportunity to add their input into the LDC rewrite.

Ms. Nikki Noblin, HIIA President, echoed the sentiments of the previous speaker adding that a lot of the association members are concerned about the NPEB fee, especially those with older properties. The association is constantly fighting unpermitted work and they do not want to encourage unpermitted work because of additional fees.

Ms. Lynn Schmidt, Destin Harbor Resort West Homeowners Association President, stated that the impact of the 25% NPEB fee to have anything done in their canal is tremendous. A lot of their residents do not have a lot of money and cannot afford to pay the extra fee. They are struggling to stay in this area because they love it here, and they are urging the council to reconsider the 25% NPEB fee.

Ms. Marcie Gragg, owner of the Forever Lawn of Emerald Coast, an artificial turf installation company, commented on agenda item 4E - *Minimum Stormwater Management Systems Requirement (Definition of Vegetation)*. She stated that there is currently an exception in the LDC for single-family dwellings, and that until the LDC rewrite is completed, the stipulations and permits that are being requested are resulting in more fees being incurred without the full depth of knowledge and would require further discussions.

3. CONSENT AGENDA

- A. Operations Financial Report
- B. Capital Project Status
- C. Resolution 23-17: A resolution of the city council of the City of Destin, Florida, supporting U.S. House Representative Matt Gaetz; supporting diversity; supporting the local economy and supporting local businesses; agreeing with U.S. Representative Matt Gaetz that improving safety and responsible commerce on Crab island is best done in partnership with local communities; directing the city clerk to forward the resolution pursuant to section 4; and providing for an effective date.
- D. Replacement of four HVAC systems, City Hall, emergency purchase
- E. Reimbursement to Mayor Bobby Wagner for expenses incurred while attending the Florida League of Cities Annual Conference in Orlando, Florida, from August 9-12, 2023.
- F. Resolution 23-16 – Financial Institution Signature Authority
- G. City of Destin Vulnerability Assessment DEP Grant Agreement 23LN64
- H. Offboarding Policy
(July 17, 2023: Councilmember Schmidt moved to direct the City Manager to draft a policy with regards to access by terminated employees to IT systems software, seconded by Councilmember Hebert, and bring it back for council's review and approval passed 7-0).
- I. Approval of minutes of August 7, 2023, Council Executive Session
- J. Minutes of Boards and Committees

Motion by Councilmember Hebert, seconded by Councilmember Bagby, to approve Consent Agenda items 3A, 3B, 3D thru 3G, 3I and 3J, passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted "yes"; Councilmember Sweetser was absent from the meeting).

Addressing Consent Agenda item 4C above, Councilmember King stated that he is in full support of Resolution 23-17, but he would like to be able to place, if possible, some size restrictions on commercial vessels and other floating structures, such as the large floating restaurants and the huge water slide.

Councilmember Geile stated that it would be impossible to enforce any additional rules and regulations on Crab Island. The city's code enforcement officers are so backed up as it, and that the city does not have the authority to enforce the rules on Crab Island. He added that they either support the resolution as written or not at all.

The mayor agreed that the city does not have any jurisdictions over Crab Island; adding that the main goal for the resolution is to be able to work with the county in keeping the authority at the local level and not give it away to the National Park Service.

Councilmember Schmidt moved for approval of Resolution 23-17 and direct the City Clerk to forward it as directed in the resolution; seconded by Councilmember Hebert. Motion passed 5-0 (Council members Schmidt, King, Hebert, Destin, and Geile voted “yes”; Councilmember Bagby abstained from voting; Councilmember Sweetser was absent from the meeting).

With regards to Consent Agenda 3H, Councilmember Schmidt noted that the agenda item presented did not quite meet the criteria contained in the motion council adopted on July 17th, which was for the City Manager to draft a policy with regards to access by terminated employees to the IT systems software.

Councilmember Schmidt moved to direct the City Attorney and City Manager to incorporate into the Offboarding Policy the termination of access of outgoing employee to IT technology and bring it back in a resolution format for the council to formally approve at the next council meeting; seconded by Councilmember Hebert.

Councilmember Bagby recommends allowing an outgoing employee to keep their phone for up to 90 days at the City Manager’s discretion, or for a period the City Manager deems appropriate, to be explicitly stated in the policy.

Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Sweetser was absent from the meeting).

4. CITY MANAGER REPORTS

- A. Paid Parking Presentation
(March 6, 2023: Motion by Councilmember Schmidt, seconded by Councilmember King, to direct the City Manager to present a paid parking revenue report to the council in August 2023 passed 5-1, with Councilmember Destin dissenting).

Public Works Director Michael Burgess provided a paid parking update and revenue report to the city council.

Summary Timeline of Paid Parking in Destin

- 2008 – Purchased northern part of Sibert Avenue lot
- 2009 – Purchased Marler Street Parking Lot
- 2013 – Developed approximately 150 parking spots in the Marler Parking Lot

- 2017 – Implemented Harbor District Paid Parking Program (1 for first hour, \$.50 each additional hour)
- 2019 – Implemented \$5 daily fee for all lots
- 2019 – Purchased land adjacent to Sibert Avenue lot for expansion
- July 2020 – Implemented beach paid parking program (\$5 for 5 hours)
- September 2020 – Council waived fees for Sunday morning parking at the Marler Street Parking Lot.
- May 2023 – Implemented new fee schedule for both harbor and beach parking lots.

Harbor District Parking – 300 spaces

- Consists of 3 parking areas (does not include handicapped spaces)
 - Sibert Avenue – 75 paid spaces
 - Destin Community Center – 82 paid spaces
 - Marler Street – 143 paid spaces
- Pre-May 19, 2023
 - 95 daily rate, no over-night parking
- Effective May 19, 2023
 - \$15 daily rate, no over-night parking
- 28 Harbor District parking passes sold (as of July 31, 2023)

Beach District Parking – ~135 spaces

- Consists of Seven Parking Areas (Does not include Handicap Spaces)
 - Gulf Shore Drive – 43 Paid spaces
 - Hutchinson – 12 Paid spaces
 - Barracuda – 7 Paid spaces
 - Pompano – 27 Paid spaces
 - Terra Cotta – 12 Paid spaces
 - Shirah – 10 Paid spaces
 - Norriego – 24 Paid spaces*
 - *Currently being used for Norriego Road Extension Construction*
 - *Since Mid-March 2023*
 - Pre-May 19, 2023 - \$5/5hr., No Over-Night Parking
 - Effective May 19, 2023 - \$20/4hrs., No Over-Night Parking

Destin Annual Parking Passes

- Destin Resident Passes
 - Free to Destin Residents

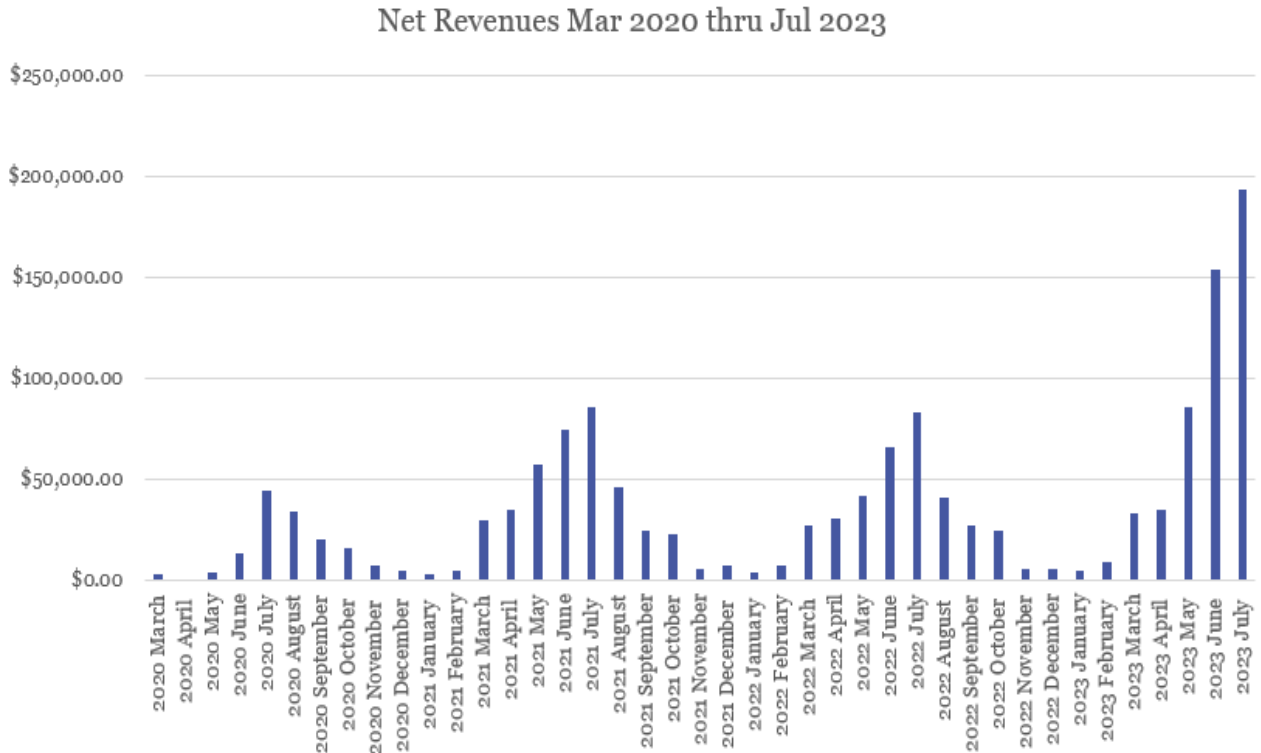
- Applicable at All City Paid Parking Facilities
 - Up to 2 per Household
 - Available at City Hall, Monday-Friday 8am to 5 pm
 - Driver's License & Registration
 - Good from January 1 thru December 31 each Year
 - **1,703+** Resident Passes thus far in Calendar Year 2023
- Non-Resident Harbor District Parking Passes
 - \$205 per Pass, non-transferable
 - Applicable in Harbor District Only
 - Unlimited number of passes per household
 - Available at City Hall, Monday-Friday 8am to 5pm
 - Driver's License & Registration
 - Good from January 1 thru December 31 each Year
 - **28+** Non-Resident Passes Purchased in Calendar Year 2023

Complicating Factors in Metrics/Unknowns

- Frequency of Destin Resident Parking Pass Use
- Frequency of Non-Resident Parking Pass Use
- Community Center Patron Parking Use (allowed without payment)
- Sunday Morning Use of Marler Street Lot
- Handicap Parking Exemption (Handicap Spaces and those with Handicap Tags or Placards)
- Bad Parking Practices (close or over line, parking in areas not designated as spaces yet paying, etc.)
- Long Vehicles in parallel spaces on GSD (Trucks over 18 feet)
- Doubled parking of LSVs
- Effects of competition

Revenues Generated (net, minus taxes and fees)

- FY21 (All) \$392,349.69
- FY22 (All) \$367,761.48
- FY23 (thru July 31) \$553,174.76
- Remainder of FY23 ~15,000+ transactions



Focus on the Marler Street Parking Lot

- Marler Street Transactions (Mar1 thru Jul 31 each FY)
 - FY23 – 6786
 - FY22 – 8678
 - FY21 – 9967
 - FY20 – 2054 (COVID)

Parking Enforcement by Year

- Citations
 - FY21 Total – 1152 (824 Paid, 318 Unpaid, 28% Unpaid)
 - FY22 Total – 735 (518 Paid, 217 Unpaid, 29% Unpaid)
 - FY23 Total - 550 (as of 07/31/2023) – (329 Paid, 221 Unpaid, 40% Unpaid)

(NOTE: Parking Citation rate increased from \$33 to \$100 in May 2023)

Councilmember Destin noted that the council previously approved a motion directing staff to explore the possibility of hiring a better parking vendor that can provide the city with more options. He asked staff to provide an update to the council's direction.

According to the City Manager, staff have previously informed the council that this will be done towards the end of the current season when the volume of parking drops and they will have a few months of down time to implement a new system, if necessary.

B. Undergrounding Overhead Utilities - Update Presentation

Mr. Mark Porter, Undergrounding Project Manager from Utility Consultants of Florida, and Mr. Schef Wright, special counsel for the project, provided the following update on the status of the undergrounding overhead utilities project.

- Phase 1 is along US Hwy 98 from the Marler Bridge to Airport Road. The initial estimate to underground the overhead utilities in this area was estimated to cost approximately \$13 million and estimated to cover 3.25 miles.
- Utility Consultants of Florida has compiled data from FPL and the telecom providers with specifics to underground 5.69 (conduit) miles at a cost of \$14,745,000. This amount includes many lateral feeds and replacement of over 100 streetlights within this corridor.
- They will provide the council with several options for the streetlights.
- They will have a better estimate of the landscaping costs once they get a better idea of the council's vision.
- The City's Binding Cost Estimate and Underground Agreement with FPL is being finalized. Once the Binding Cost Estimate is accepted and the Undergrounding Agreement is signed with FPL, the city will make the first payment and FPL will order the materials.
- Undergrounding agreements will be negotiated this fall with the telecom providers, to pin down costs and to allow them to order the materials to move their equipment from the poles.
- If materials are ordered by October 2023, the underground utilities will be ready by August 2025.

Finance Director Krystal Strickland stated that the purpose of tonight's presentation was just to give the council an update on what they can expect to see at the following council meetings when a lot of decisions will be made.

C. City Manager Annual Evaluation Report

The City Manager explained that the City Manager evaluation process allows members of the city council to provide formalized feedback to the City Manager on areas of performance and implementation of the strategic plan. The mayor and several members of the council each completed a City Manager Annual Review form. The Human Resources Director tabulated the results of the evaluation and provided those results to the council.

Councilmember Bagby noted that 70% of the City Manager evaluation submitted by the council were for "Exceeds Expectation" performance category.

Councilmember Bagby moved that pending the council's identification of the merit rating for the next fiscal year, 70% of merit, plus the 3% COLA should constitute the City Manager's salary increase; seconded by Councilmember King.

Councilmember Schmidt noted that the resolution for the City Manager's evaluation that the council adopted does not require any written evaluation form to be submitted by the members of the council; adding it is up to the discretion of each council member whether to give a verbal or written evaluation.

Councilmember Hebert announced that she has had private discussions with the City Manager and that she cannot support a merit increase at this time, but she will support the COLA increase.

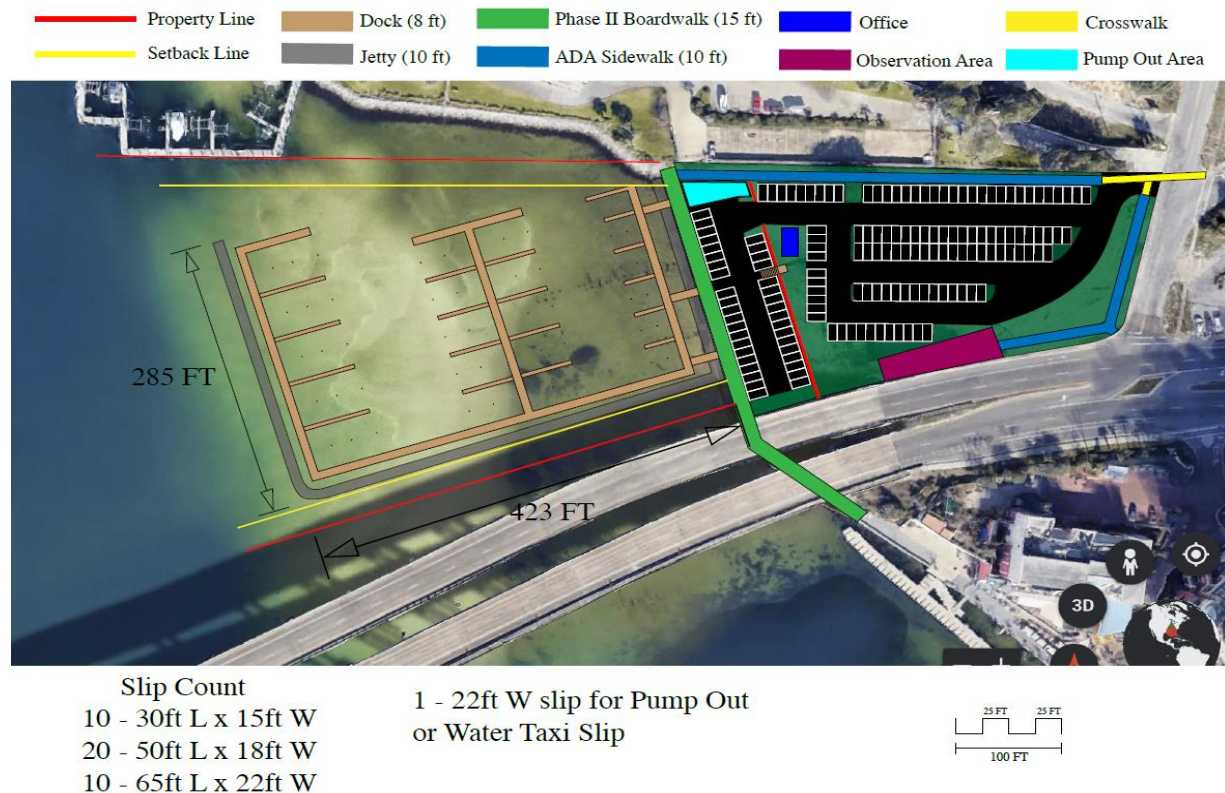
According to Councilmember Destin, it may be premature to vote on the City Manager's salary raise before they approve the budget, and when all the other factors are not yet known.

Councilmember Bagby withdrew his motion on the floor.

D. City Marina Presentation for Discussion

Capt. Jim Green, Chairman of the Harbor CRA Advisory Committee, a member of the Harbor Waterways Board, and Chairman of the Destin Charter Boat Association, provided the following proposal for a City of Destin Municipal Marina on the harbor.

Proposed City of Destin Municipal Marina



Purpose and Need

This proposal started to be envisioned when the City of Destin began discussing the purchase of the property at 1 Harbor Blvd located in the Harbor CRA district. The attached documents show a layout of a possible design for a Municipal Marina along with improved parking, which both are part of the City's Strategic Plan as desirable goals.

Public Purpose

- **City Marina**

The Destin Harbor is one of the most sought-after places to keep a vessel. Whether for private or commercial purposes it is home to a synergy that has been a product of commitment of private businesses as well as city planning. The proposed Marina has 41 slips, 40 rentable slips and 1 pump out slip. The need for more dockage of vessels of all modes is desired and at a deficit within the Harbor CRA District. Transit and Permanent slips are in high demand year round. The preliminary estimates of income generated by these slips are close to \$750,000.00 annually

- **Improved Parking**

We all know that the Harbor CRA District is and has been operating at a deficit in parking for quite some time. Some parking would need to be set aside for tenants of the marina, but in the design, it provides an abundance of parking similar to the capacity of existing lots located within the district. This parking can be viewed as a premium as it connects directly to the Harbor Boardwalk and provides the safest passage without any street crossings at all. Within the design is 150 parking spaces with some room to expand depending on adjustments to design features.

- **Phase II Harbor Boardwalk**

One of the amenities within the design is Phase II of the Harbor Boardwalk, running under the Destin Bridge. This not only connects the Boardwalk to a property north of Highway 98, but also provides safe passage for pedestrians under the roadway to the Harbor's "Festive Market Place".

- **Connectivity**

With an ADA sidewalk running along the north side of the property, which has the most favorable amount of grade, the City will be able to provide ADA accessibility and connectivity to the Harbor Boardwalk in the safest manner possible. This will allow for utilization of the Zerbe parking areas for all pedestrians as well.

- **Marine Waste Pump Out Facility**

Another need for the Destin Harbor as well as the waterways around Destin is a Marine Waste Pump Out facility. As you may remember from the Harbor Capacity Study Steering Committee recommendations, we only have one facility in the Harbor that provides this service. With the large volume of marine traffic, and our city's commitment to water quality in our area, our waterway can only benefit from more points of service.

- Public View and Observation of the Waterway

During the City Council's discussions about the acquisition of the property many citizens spoke of having an unobstructed view of the waterway and sunsets. Utilizing an already existing platform on the property provides a very nice well-appointed Observation Area can be installed with also room for expansion if desired to make it bigger.

Summary

Overall, the property at 1 Harbor Blvd has a lot of potential to check a lot of boxes considering the needs and desires of the citizens as well as the Harbor CRA District. The Harbor CRA has a lot of parks for enjoyment and access for citizens and visitors alike. One thing that the city does not provide in all these other parks is available dockage for long term and transit vessels. Not only does this design provide a lot of connections to projects completed and being visioned as we speak, but it also provides the connection to the boating and fishing industries which is truly the foundation of Destin existence. Thank you for your consideration of this utilization of the 1 Harbor Blvd property.

Councilmember Bagby requests a briefing from staff at the next council meeting regarding who is working the comprehensive planning for utilization of the 1 Harbor property, what areas it encompasses, what ideas are being considered, and plans for obtaining input from the public; and then to start sending that information to the Harbor CRA .

E. Minimum Stormwater Management Systems Requirements (Definition of Vegetation)

City Engineer Ryan Scott gave the following presentation:

Current City Land Development Code Definitions

- Impervious surface: A surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It also includes semipervious surfaces such as clay, shell, gravel, crushed stone, pavers, as well as most conventionally surfaced streets, roofs, sidewalks, parking lots and other similar surfaces.
- Landscape material: Living material including, but not limited to, trees, shrubs, vines, lawn grass, ground cover; landscape water features; and nonliving durable material commonly used in landscaping including, but not limited to, rocks, pebbles, sand, prairie film, brick pavers, and earthen mounds, but excluding impervious surfaces for vehicular use.
- Open space: A vegetative pervious surface at ground level that is unobstructed from ground level to the sky and is not occupied by any building coverage or impervious surfaces.

- Retention: The collection and storage of surface water runoff without subsequent discharge other than through percolation or evaporation.
- Stormwater facilities: Manmade structures that are part of a stormwater management system designed to collect, hold, convey, channel, inhibit, divert, or discharge stormwater, on, through and from a site. A stormwater management system may include, but is not limited to stormwater ditches, sewers, canals, drains, detention facilities and retention facilities.
- Swale: A manmade trench which: a) has side slopes no steeper than one-foot vertical to three-foot horizontal; b) contains contiguous areas of standing or flowing water only during and following a rainfall event; c) is planted with or has stabilized vegetation suitable for soil stabilization, stormwater treatment, and nutrient uptake; and d) is designed to take into account the soil erodibility, percolation, slope, slope length and drainage area so as to prevent erosion and reduce pollutant concentration of any discharge.

Why is a stormwater system needed?

- Elements of a stormwater system:
 - ❖ Swales (quantity)
 - ❖ Retention (quantity)
 - ❖ Canals (quantity)
 - ❖ Detention (quantity)
 - ❖ Wet Ponds (quantity)
 - ❖ Natural vegetation (quality)
 - ❖ Soils (quality)
- A stormwater system helps reduce:
 - ❖ Runoff
 - ❖ Erosion
 - ❖ Pollutants
- Stormwater helps protect:
 - ❖ Yourself
 - ❖ Our
 - Neighbors
 - Harbor
 - Bayous
 - Bay
 - Gulf
 - Wetlands

Artificial turf as vegetation

- *If artificial turf is included in the definition of vegetation, will it then be allowed in stormwater systems?*
- *University of Florida paper*
 - ❖ Living turfgrass provides a root zone to help filter and slow runoff and stop erosion.
 - ❖ Natural turfgrass plays an important role in cooling the environment that synthetic turf cannot.
 - ❖ Average surface temperature of natural turfgrass can be 70° to 100° cooler than synthetic turf.
 - Leads to higher surrounding air temperatures which can result in higher cost to cool buildings.
 - Some users will end up “watering” synthetic turf to cool it off for children or pets to use it.
 - Many manufacturers recommend weekly washdowns to remove contaminants such as dust, pet waste, and odors.
 - ❖ Fertilizer – lack of root system and its associated microbial community there is no water filtration benefit.
 - ❖ Synthetic turf does not offer any benefits that attract or support wildlife.
- *Environmental Protection Agency*
 - ❖ When private entities do not fulfill their maintenance responsibilities and the facilities fail, the burden of maintaining runoff control and performing downstream restoration may ultimately fall under the local government’s responsibility.
 - ❖ Infiltration practices...are subject to clogging from sediment, oils, greases, and microbes. Clogging impairs their effectiveness in reducing runoff volume and pollutant loading to downstream waters.
 - ❖ Promotion of a vegetative cover will help maintain percolation rates, slow runoff velocity, and minimize ground water pollution.

Local Agency Requirements

- Northwest Florida Water Management District (NFWMD) and Florida Department of Environmental Protection (FDEP) – Applicant Handbook Volume II
- 2.6.2 – The retardation of overland runoff and soil stabilization using naturally occurring vegetation coverage shall be considered before paving, riprap, lining, energy dissipation and other structural measures are employed.
- ❖ 9.5 – Swales shall be stabilized with vegetative cover suitable for soil stabilization, stormwater treatment, and nutrient uptake.
- Email from NFWMD – Dated 8/7/2023:
 - ❖ If other structural means are used, aside from naturally occurring vegetation coverage, the applicant would be required to demonstrate

that the proposed material meets the minimum stormwater treatment performance standards...

- ❖ If a material is used that is not considered the standard, such as a liner, semi-impervious, etc...the applicant would be required to provide a pollutant loading analysis to demonstrate that the alternative material meets or exceeds the minimum performance standards for Total Nitrogen and Total Phosphorus, demonstrating a net benefit to the pollutant loading from the existing conditions of the site.

➤ Email from FDEP – Dated 8/10/2023:

- ❖ There is no direct definition in rule for vegetation. However, most instances of that word being used it is described as natural, undisturbed, wetland, growing, exotic, and other such terms that indicate it is a living material.
- ❖ Synthetic turf does not have the natural vegetation or root system to aid in uptake of nutrients providing treatment and water could potentially not infiltrate within the 72-hour requirement. There is no research that I am aware of that substantiates that artificial turf could treat stormwater to the same level as natural turf.
- ❖ While synthetic turf can be useful in small and well trafficked areas where natural grasses would have a difficult time growing because of shade, soil conditions, foot traffic, or other causes; the use of synthetic turfgrass could cause additional factors on a site that would need to be accommodated. The project would need to take into account the permeability in the artificial turf and its subsurface as a low permeability of the area will increase the runoff volume and rate of the site. Washing and cooling of the synthetic turf with water should also be accounted for as a potential additional source of runoff volume.

What do our neighbors do?

➤ Okaloosa County

- ❖ We have a lot of the same code language.
- ❖ 6.05.04(3)(a) – Plant material standards
 - ❖ Turf and lawn grass: Lawn grass shall be perennial species capable of thriving in Okaloosa County.

➤ Santa Rosa County

- ❖ 3.04.00(M)(2) – Stormwater management
 - ❖ At completion of construction, all exposed dirt shall be stabilized with sod, a hay/seed mix or hydro-seed.

➤ Fort Walton Beach

- ❖ 4.08.03(A)(9) – Specifications for Landscape Materials and Vegetation
 - All landscaped areas and buffers shall be stabilized with grass (sod or seeded) or ground cover. Ground cover used in lieu of grass shall be planted so as to present a finished appearance and substantially complete coverage.

➤ Niceville – Same verbiage in code as City of Destin

➤ Walton County

- ❖ 5.01.03 – Drainage Facility Landscaping
 - Drainage facilities shall be completely landscaped with plantings and ground surface materials. Such landscaping shall provide for erosion protection while allowing for the efficient utilization of the site.
- ❖ 5.06.00 – Stormwater Management
 - Site shall be permanently stabilized with viable vegetation prior to issuing a Certificate of Occupancy (CO). Pine straw will not be accepted as a permanent stabilization technique unless accompanied by appropriately spaced ground covers, shrubs and canopy trees.
- Gulf Breeze
 - ❖ 24-134(g) – Plant material
 - Synthetic materials. Synthetic shrubs shall not be used. Synthetic turf may be used only in areas where severe conditions prevent the use of other ground cover.

Artificial Turf

Pros:

- Low maintenance
- Last for years
- Durable
- Customizable
- Conserves water
- No fertilizers
- No pesticides
- Reduced carbon emissions (lawn mowers, etc.)
- Can be made from recycled materials.

Cons:

- High costs (initial install & repairs).
- Can absorb heat and get hotter in the summer months unless the proper cooling infill is used.
- Introducing a lot more plastics and rubbers to the environment especially after a major storm event comes through the area.
- If not maintained properly, over time, it can become compacted and act as an impervious area.
- Loss of wildlife habitat.
- Potential of contaminated runoff from the site.
- Slowly kills soil nutrition.
- No nutrient removal (all nutrients runoff the site)
- Micro plastics leaching into environment
- Fertilizer/Pesticides

- Lack of photosynthesis
- Type of infill (crumb rubber?)

Natural Sod

Pros:

- Offers an instant, natural lawn with weed resistance.
- Provides natural look and feel.
- Can be less expensive upfront.
- Natural nutrient removal from the water (improved water quality).
- Reduces soil erosion.
- Reduces carbon dioxide levels in the atmosphere (increases oxygen levels).
- Reduces heat island effect.
- Keeps soils healthy for organisms and natural vegetation.
- Specialty contractor not required.
- Easy to repair when needed.
- Reduces glare.

Cons:

- Requires more maintenance than artificial turf.
- Can be more susceptible to damage from heavy foot traffic or pets than artificial turf.
- Use of fertilizers.
- Use of pesticides.
- Water use.

Councilmember Schmidt stated that for the most part, this presentation seemed one-sided and was aimed at discouraging the use of artificial turf. He stated that there is a permitting process involved which allows city staff to review what people want to do with their property to make sure they meet the code, and then to have professional inspectors/engineers to sign off on the project. In this case, to make sure the artificial turf is being used in a reasonable way. They should be working with the industry professionals that can provide that insight. He stated there is not enough emphasis put on what artificial turf can bring and that he did not hear much about the major advantage of artificial turf such as reduction in use of pesticides. With artificial turf, they would not need to water the grass anymore or use chemicals to kill weeds. He continued that there are many places in the city that struggle drastically with growing grass. Most places, such as on Holiday Isle, are so sandy. He added that they should allow property owners to make their decision to use artificial turf in their yard and follow the permitting process.

Councilmember Geile noted that he is part of the Florida Roofing and Sheet Metal Contractor Association. Insurance companies use to tell people to replace their roof every 10 years. The Association fought it and was successful in getting it eliminated because of landfill. There was also a study that found grass *clippings* to be the third largest component in landfill and that there are very few approved landfills left. Also, with regards to the presentation, everything leading up to the pros and cons portion seemed to discourage the use of artificial turf. He added that they should not be dictating to the citizens what to do with their own property.

Councilmember Bagby stated that he does not want artificial turf in the rights-of-way or in swales; adding they should allow it on private property as long as they have stormwater treatment system (i.e., French drain, exfiltration tubes) because this is a water-based community.

Councilmember Bagby moved to send this matter to the Local Planning Agency so that the Agency and city staff can investigate and bring something back that captures the wastewater treatment component of the stormwater system and to provide better information to council before they decide on this matter, seconded by Councilmember Destin.

Councilmember Destin asked staff to provide the number of artificial turf applications they have received to the city council.

Councilmember Schmidt stated that this is a pressing matter as they have business owners and citizens that are being denied the use of artificial turfs. He stated that the City Engineer is one of the subject matter experts on this topic, and so sending it to the Agency will be unnecessary and will only result in further delay.

Councilmember Destin asked if city staff has been denying permits even though they do not have anything in the code that addresses this issue at all.

The City Engineer stated that permits are not being denied.

The City Attorney explained that there was an initial interpretation made that artificial turf was not allowed, resulting in a bit of an outcry from some people in the public. There was a new interpretation where it was allowed if there was basically sufficient drainage. There may have been some permits that were delayed but were ultimately issued. She added that the new interpretation is what is currently being followed. City staff want to know if the city council agrees with the new interpretation, otherwise they are requesting further guidance.

Motion passed 5-1 (Council members King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Schmidt voted “no”; Councilmember Sweetser was absent from the meeting).

F. Net Positive Environmental Benefit Fee – LDC 11.05.02.N

The city’s Principal Planner Steve O’Connor provided the following information:

The first record found concerning the Net Positive Environmental Benefit (NPEB) fee comes from Ordinance 033.3, dated March 24, 1986. It was established as a 25% fee based on the project valuation. Since then, the specific NPEB section has been amended to clarify when the fee was due (currently prior to permit issuance) and how to calculate the 25% (currently the cost of construction, which is materials & labor).

In October of 1995, the City and the Florida Department of Environmental Protection (FDEP) entered into an agreement that established the Destin Harbor Stormwater Treatment Fund (DHSTF) funded by the NPEB fees. As this agreement was being considered, the Harbor &

Waterways Board recommended the City Council establish exemptions to the NPEB fee. The first recommended exemption is likely where the current confusion over when the NPEB fee does and does not apply. The first exemption has to do with boat lifts. The lifts themselves are exempt if attached to existing pilings. If new pilings are needed for the lift, then the NPEB fee is applied to the new pilings only, not the lift. The City Council adopted that recommendation along with the others listed in the attachment. The council directed the City Manager at that time to develop an ordinance for adoption to reflect these exemptions. Staff has yet to find this ordinance.

However, the Land Development Code (LDC) 11.05.02 N is specific on when and how the fee is applicable and calculated. Further, *Comprehensive Plan policy 6-1.2.3: Protect Water Quality with Destin Harbor* provide enough guidance on the NPEB to show that in the absence of any further Council direction, Ordinance Change, or other policy directive, the NPEB fee is to be applied to all marine facilities construction projects whether, residential or commercial, and or new, modification, or repair project.

Based on the Comprehensive Plan policy, the Land Development Code regulations, the intent of the Net Positive Benefit fee, and comments heard from residents and builders, Staff is bringing the following options for discussion and to get clear direction and guidance from City Council on how to assess the NPEB fee moving forward properly. Any direction Staff receives tonight will be addressed in the new LDC but can also be implemented sooner with an ordinance amending the current LDC.

OPTIONS:

1. Keep assessing the NPEB fee to all projects within the Harbor and Canals adjacent to the Harbor, as Staff is currently implementing the regulations. This means any new dock, modification, or repair to an existing approved dock and the addition of, modification or repair to riprap will be assessed a fee of 25% of the construction cost (labor & materials).
2. Assess an initial 25% NPEB fee to all new facilities and expansions or major modifications, then a lesser percentage, for discussion purposes, a 10% fee, for any voluntary modification or repair not directly linked to an emergency event, such as a hurricane or other event out of the upland property owner's control.
3. Assess the 25% NPEB fee once, and no additional fees are required until an expansion or other major modification is proposed from the approved initial marine facility.
4. Refer the item to the Harbor and Waterways Board for further discussion and recommendations.

Councilmember Destin noted that instituting this fee back in 1987 was quite controversial as a lot of dock owners vehemently opposed it. It was intended for new constructions and not for reconstruction. Over the years, materials have matured and become more environmentally friendly. As people go forward to replacing the old materials with the new materials, to charge them 25% fee is counterproductive.

Motion by Councilmember Destin, seconded by Councilmember Bagby, to refer this item to the Harbor and Waterways Board for further discussion and recommendations passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Sweetser was absent from the meeting).

G. Pickleball

(July 17, 2023: Direct the City Manager and City Attorney to work out all the Details as part of the interlocal agreement involved with the Destin Aquatic Center option by the second city council meeting in August, at which time the council will make the final decision; seconded by Councilmember Hebert. Motion passed 7-0.)

According to the City Manager, the city has received a letter from Emerald Coast Fitness Foundation indicating they were withdrawing their proposal to build pickleball courts at the aquatic center property in Destin. With this new development, staff believes the most viable option to deliver pickleball courts in the near term is to construct those adjacent to the City Hall annex property. Staff have secured two proposals from Jenkins Engineering to update those designs. The first proposal is an update to design and permit the pickleball complex. The second proposal included the design and permitting for the pickleball complex, boundary and topographical survey, and parking additions and improvements.

Motion by Councilmember Hebert, seconded by Councilmember Destin, to accept the proposal from Jenkins Engineering to design and permit the pickleball complex, parking addition and improvements, and additional survey work for a lump sum amount of \$51,400 passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Sweetser was absent from the meeting).

Councilmember King recommends creating a design that could potentially accommodate additional courts in the future.

H. Announcements:

1. Mobility Workshop scheduled for Tuesday, August 29th, beginning at 5:30 PM in the City Hall Annex Council Chambers. The public is invited and encouraged to attend.
2. The TDC arranged to have the film crew in town last weekend. The Public Information Department is working with them in putting out information regarding scuba diving and snorkeling in the area.
3. City facilities will be closed on Monday, September 4th, for Labor Day Holiday. The next city council meeting and first budget hearing are scheduled for Thursday, September 7th, at 5:30 PM.
4. Destin Water Users occasionally restrict reclaimed water flows; and that Morgan Sports Center is currently on a 3-day restriction.
5. The proposed resurfacing of Vintage Court and Vintage Circle is scheduled to start around September 12th.
6. The city has received, and in the process of assembling and installing, 6 pairs of pedestrian crossing signals. One will be located in the intersection of Main

Street and North Lakeside Drive. The other 5 will be installed along Scenic Hwy 98, per the recommendations by the Public Works/Safety Committee.

5. PUBLIC HEARINGS

A. Second reading of Ordinance 23-10-LC, amending Article 7 - Zoning and Regulatory Controls of the Land Development code; changing the list of permitted conditional and prohibited uses to include Luxury Motor Home Resorts as a Conditional Use in the Town Center Mixed Use (TCMU) zoning district; amending Table 7-2, Table of Allowable Uses; including conditions and criteria for approval.

The City Attorney read Ordinance 23-10-LC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ARTICLE 7, ZONING AND REGULATORY CONTROLS , OF THE LAND DEVELOPMENT CODE; CHANGING THE LIST OF PERMITTED, CONDITIONAL AND PROHIBITED USES TO INCLUDE LUXURY MOTOR HOME RESORTS AS A CONDITIONAL USE IN THE TOWN CENTER MIXED USE (TCMU) ZONING DISTRICT; AMENDING TABLE 7-2 , TABLE OF ALLOWABLE USES; INCLUDING CONDITIONS AND CRITERIA FOR APPROVAL; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Motion by Councilmember Schmidt, seconded by Councilmember Hebert, to approve Ordinance 23-10-LC on second reading, passed 5-1, (Council members Schmidt, King, Hebert, Destin, and Geile voted “yes”; Councilmember Bagby voted “no”; Councilmember Sweetser was absent from the meeting).

B. First reading of Ordinance 23-11-CC, amending Chapter 13 of the Code of Ordinances Section 13-40 Schedule of Fees, to remove the fees listed and add language that defers and fees to be charged to the Resolution of Fees.

The City Attorney read Ordinance 23-11-CC by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, SECTION 13-40, “SCHEDULE OF FEES” TO REFLECT THAT THE SCHEDULE OF BUSINESS TAX RECEIPT FEES ARE CURRENTLY SET FORTH IN THE CITY’S FEE SCHEDULE RESOLUTION AND AS SUCH SHALL BE REMOVED FROM THE CODE OF ORDINANCES; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Motion by Councilmember Schmidt, seconded by Councilmember Hebert, to approve Ordinance 23-11-LC on first reading and to advertise it for second reading on September 7th, passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Geile voted “yes”; Councilmember Sweetser was absent from the meeting).

6. COMMENTS / PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY

- A. Councilmember Sweetser
- B. Councilmember Geile
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt

Councilmember Schmidt requests the City Manager obtain some clarity, or a copy of written agreement between the city and county, as to what activities the County TDC’s Little Adventures is allowed to conduct on city parks.

- H. Mayor Wagner
- I. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 9:35 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES OF THE
PARKS & RECREATION COMMITTEE
MEETING DESTIN CITY HALL BOARDROOM
SEPTEMBER 26, 2023 MEETING - 4:00 PM**

1. CALL TO ORDER:

Chairwoman Trammell called the Parks & Recreation meeting to order at 4:00 p.m. on Tuesday, September 26, 2023, in the Destin City Hall Annex Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

<u>Members Present</u>	<u>Members Absent</u>	<u>Staff Present</u>
Sandy Trammell	Isaac Birch	Kim Montgomery Deputy City Clerk
Nikki Johnson	Leslie Schmidt	Lisa Firth Recreation Director
Daniella Piper		Ryan Reed Dep. Recreation Director
Lisa Mason		Michael Baird Parks & Rec Supervisor
L'Rena Anderson		

3. AGENDA APPROVAL:

Motion to change the order of the day was made by Committee member Piper with Committee member Mason providing the second. The motion passed 5-0. The following items were added:

- **Meeting Notifications – Add to New Business**
- **Work Plan Review – Add to Chairwoman's discussion**

4. APPROVAL OF MINUTES: AUGUST 22, 2023

Motion to approve the August 22, 2023 was made by Committee member Piper with Committee member Mason providing the second. The motion passed 5-0.

5. NEW BUSINESS:

➤ **Meeting Notifications**

Mrs. Firth explained to the members how staff needs to start the agenda approval process earlier than what they have done in the past and with that, they will be needing to have a confirmed quorum, as well as the need to get the agendas approved and posted earlier.

➤ **Rally for Recreation**

Chairwoman Trammell spoke of approaching Chatham Morgan to sponsor another event to raise funds for city park improvements for the Morgan's Sports Center Children's Park, and provided details.

Motion by Committee member Johnson to have the Recreation Department work with the Morgan Trust Foundation to put together a Rally for Recreation Auction to benefit the Children's Park Playground at the Morgan Sports Center. Committee member Mason provided the second. The members and staff discussed the perimeters of the auction and what took place at the initial auction when funds were raised to create the Morgan's Sports Center. Mrs. Firth explained that they would volunteer to assist on the night of the auction, provide firsthand assistance with whatever is needed. There was also a discussion regarding what all needs to be replaced and installed at the Children's Park. **With no further discussion, Chairwoman Trammell called for the vote, and the motion passed 5-0.**

➤ **Parks Master Plan**

Mrs. Firth explained to the members the process of creating the Parks Master Plan and all that still needs to be done in terms of creating committee and the By-Laws and what all else it will entail. She informed the members that they will be kept up to date on the process, adding Council Member Jim Bagby is assisting staff with the process.

6. MEMBER & STAFF COMMENTS:

➤ **Committee member Mason**

Inquired about the status of the Norriego Point project. Mrs. Firth informed the members that the road out there now is a temporary road until the project is finished. Then the permanent road will go down afterwards, and then, the Norriego Park project will commence, and should be complete sometime in 2025.

➤ **Committee member Piper**

Spoke of her wish list of items she would like to see implemented:

- Incorporate special needs equipment in parks for wheelchair bound or less mobile children
- Music themed equipment
- Military themed items in parks

➤ **Chairwoman Trammell:**

- Work Plan Review

The Chairwoman reviewed with the members their work plans they have accomplished and the ones that are ongoing. She informed everyone that she would be presenting to City Council at their first meeting in November.

➤ **Staff Comments**

Mrs. Firth informed the members that the city now has a beach wheelchair for Leonard Destin Park and a sign will go in at the park alerting the public they are available

and who to contact. Additionally, the ones for the beach accesses in the city are provided by DFCD. She also explained the fee schedule and the increases that were necessary for cost recovery.

➤ **Next Meeting October 24, 2023**

7. ADJOURNMENT:

Having no further discussions, the meeting adjourned at 5:15 PM.

Adopted and approved this _____ day of _____ 2023.

Sandy Trammell, Chairwoman

Kim Montgomery, Deputy City Clerk

**LOCAL PLANNING AGENCY
MEETING MINUTES
OCTOBER 5, 2023 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, October 5, 2023, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

Corey Ledbetter
Karen Hudson
Jay Purut
Marcie Bell

Members Absent

Todd Buhr
James T. Wood, Jr.

Staff Members Present

Kim Montgomery City Clerk
Steven O'Connor Principal Planner
Christopher Willis Planner
Rachael Hoag Planner
Ryan Scott, City Engineer
Kimberly Kopp, City/LUA Attorney

3. APPROVAL OF MINUTES: September 5, 2023

Motion by Agency member Bell, seconded by Agency member Hudson, to approve the minutes of the September 5, 2023 meeting, as written.

4. NEW BUSINESS:

A. Technical Definition of Sufficient Drainage for Artificial Turf

Mr. Scott explained staff is looking for direction on how to proceed with artificial turf for stormwater systems noting that there is no easy way to calculate. He referred the members to 12.04.00 of the proposed ordinance.

12.04.00. – Landscape Development.

Section 12.04.06. Artificial Turf Permitted on Private Property. The City shall permit artificial turf on privately-owned property provided the property owner or agent has demonstrated that the first inch of rainfall is retained on-site, and post-development runoff shall not exceed predevelopment runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration and percolates within 72 hours. Additionally, the following technical requirements shall apply:

1. Base stone installed with artificial turf shall be washed and graded.
2. Infill material utilized in connection with artificial turf shall be non-staining and non-floatable. Where applicable, infill material shall meet the white sand zone minimum standards.

Section 12.04.07. Prohibition of Artificial Turf on Public Property. Notwithstanding the foregoing, artificial turf is not permitted within or upon City rights-of-way or stormwater

systems located on public property.

Agency member Purut questioned if it is pervious. According to Mr. Scott, it must function just like natural sod.

Agency member Hudson asked how the stormwater would be calculated. According to Mr. Scott, the area of the property must be calculated by how much one inch of water is created and make sure the depression on the property is the same volume, and everything runs to the depression. Additionally, the 25-year/24-hour storm event and the intensity volume rate are calculated with one another to determine the higher rate.

Agency member Bell asked how the city is handling the properties that currently have artificial turf in the right-of-way. According to Mr. Scott, those that are already in place, there will be issues when utilities need to come through, however, they did just issue a permit for a property owner who signed a hold harmless agreement similar to pavers that holds the property accountable when an utility company comes through for whatever reason, the property owners would have to replace it after the work is finished.

Vice Chairman Ledbetter opened the public portion of the hearing.

Marcie Gregg owner of Forever Lawn asked in terms of the private property section, if the property has a current or active stormwater management plan in place, that specifies the amount of stormwater and it is meeting the requirements, would they be required to submit a new stormwater management plan that specifies the turf, if they are changing from natural to artificial turf. According to Mr. Scott, if there is an existing plan specific to the property, it would need to be resubmitted as part of the permit and in the inspection process, staff would make sure the same volume setup is in place. Additionally, if the property is in compliance with the current stormwater management plan, with the inclusion of the artificial turf, then no additional stormwater management plan is necessary, however if it is not in compliance when the owner comes in for a permit, they will have to provide an updated stormwater management plan. They also discussed older homes built prior to the city being incorporated. Mr. O'Connor stated that if the property's stormwater is considered nonconforming, it would have to be brought in compliance with the city when they apply for the permit by submitting a stormwater plan.

There was additional discussions on the different types of artificial turf and their permeability capabilities amongst the members and Ms. Gregg.

Agency member Bell moved to recommend approval of proposed Ordinance 23-10-LC with the additional language that the city shall permit artificial turf on privately owned property provided that the property has a stormwater management plan and no modifications other than artificial turf are being proposed and, no changes are to be made to Section 12.04.07. Agency member Hudson provided the second, the motion passed with a unanimous vote of 4-0.

B. Discussion of Policies Specific to Land Development Code language of the new Article 4 – Zoning Districts, Overlays, and On-site Regulations.

Mr. O'Connor explained staff brought forth several policy items for direction and discussions at the Council/Local Planning Agency Joint Workshop for Article 4 and from those discussions, staff felt there was some miscommunication regarding the requirements for LSV parking. So, staff is wanting to clarify that if a property can park a certain number of vehicles (such as 8 as an example) one has to fit an LSV and still comply with the one parking space per bedroom requirement. Additionally, they also have to meet the tandem parking requirements, meaning they can move only one car to allow the other one out and no more, and if not, then they would only be allowed 7 bedrooms, for new construction.

Mr. O'Connor spoke of how important visuals are to people for these types of documents, and how staff and the consultants are taking those steps to meet those goals. He referred the members to several areas of the document to see the new graphics that have been added and asked the members for their input. All and all, the members agreed that the new graphics are very helpful to better understand the requirements. There was also a brief discussion and clarification regarding off-site parking, outdoor seating their parking requirements, and how parking is calculated for food trucks.

5. DIRECTORS REPORT:

None

6. ADJOURNMENT:

Having no further discussion at the meeting adjourned at 6:40 p.m.

Adopted and approved this _____ day of _____ 2023.

James Wood, Jr. Chairman

Kim Montgomery, Destin City Clerk

DRAFT
BOARD OF ADJUSTMENT
DESTIN CITY HALL BOARDROOM
WEDNESDAY, OCTOBER 4, 2023
5:30 P.M.

1. CALL TO ORDER:

Chairman Weidenhamer called the Board of Adjustment Meeting to order at 5:30 p.m., on Wednesday, October 4, 2023, at Destin City Hall Boardroom.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

Present:

Tom Weidenhamer
Daniella Piper
David Emerson
James Moomaw
Robert Pinard

Absent:

Joshua Brister

Staff Present:

Kim Montgomery Deputy City Clerk
Steven O'Connor, Principal Planner
Christopher Willis, Planner
Kyle Bauman City Attorney

3. APPROVAL OF AGENDA:

Chairman Weidenhamer asked if there was a consensus on the approval of the agenda as presented. With all agreeing, he announced the agenda is approved.

4. APPROVAL OF MINUTES:

➤ **August 2, 2023**

Motion to approve the minutes of the August 2, 2023, meeting was made by Board member Emerson, with Board member Piper providing the second, the motion passed 4-0.

5. NEW BUSINESS:

A. BOA-001187-2023 – Tru Hilton Sign Variance Request

The City Attorney swore in everyone for testimony for both Variance requests, since the same applicant is for both variance requests. He then announced that the applicant has agreed to waive the reading of the Notice of the Public Hearing and Application and Staff Report into the record.

Mr. O'Connor explained to the Board the applicant is requesting relief from LDC Section 16.04.00.A.3, which relates to the setbacks for ground signs. He explained further that the proposed sign does not meet setback requirements for ground signs and the applicant is requesting relief from the minimum ten-foot (10') setback for ground signs and its location. He then read the six criteria that must be met, for the Board to grant the Variance.

Mr. Mark Mocilan of Mocilan & Son Signs and Electrical explained to the members that

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originally, they had the sign in an approved location, however, Destin Water Users determined they needed to have their pumping station installed at the same location he has his sign permitted the ground sign only to find out when digging for the footings, the electrical was present so, they had to move the location again. Then there was other issues that arose from landscaping requirements, bicycle racks and trash cans, that also caused the sign to be relocated.

Chairman Weidenhamer spoke of the two huge signs that are on the building and why those are not enough for the property. Adding that he does not see the need for a wayfinding ground sign when 90% of people now days use their phones for directions.

Mr. Mocilan response is that studies have been done and the people that are visually impaired, but can still drive, look for ground signs to help them locate the property where they need to turn into.

Board member Emerson asked for clarification on how high the proposed sign is. According to Mr. Mocilan, the sign is 8-foot tall. He then asked if there is no other location on the property that the sign could be relocated to. According to Mr. Mocilan, there is not, he has tried several other locations, and nothing works for various reasons. Adding that the owner of the property has to have a ground sign per the requirements of the corporation.

Board member Emerson stated that in his opinion the sign could be located at the raised area as your turn into at the SW corner the property near the front parking lot.

Board member Piper spoke of how in her past career she travelled a lot and mentioned that going into a strange town, she relied on the signage into whatever establishment she was going to and feels that is still the same way today, even with GPS systems.

Board member Piper moved that the Board of Adjustment approve the request for a Variance for BOA-001187-2023 with Board member Pinard providing the second. In discussion Board member Piper referenced (F) of the criteria, *“That in granting of the variance will be in harmony with the general intent and purpose of any zoning ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.”* Stating that she agrees setbacks are important but in this case, she also feels that the safety of having the sign where they are proposing is also very important for the safety of the public, and it outweighs the requirements. Additionally, she does not feel that it would be injurious or otherwise detrimental to the public welfare. **With no further discussion, Chairman Weidenhamer called for the vote and the motion passed 3-2 with Board members Emerson and Moomaw dissenting.**

B. BOA-001199-2023 – American Legion Sign Variance Request

Mr. O'Connor entered the staff report, application and notice into the record with no

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objections from the applicant, and stated to the Board that the special criteria is the fact that there is a historic tank and a memorial parked in the location where a compliant sign would be located. Additionally, the request is to have the sign located closer to the road between the road and the tank on the southeast corner of the property along Main Street.

Board member Moomaw asked if this request is for a replacement of an existing sign at the location. Mr. O'Connor confirmed that it is, but that one is currently at the Northeast corner of the property and in a very dilapidated state.

In asking the size of the proposed sign, Chairman Weidenhamer asked if there is a way to cantilever the sign over the tank so that it would take less space over the property line. According to the applicant, part of the sign will be over the tank. There was additional discussions regarding different ways to cantilever the sign and the fact that no matter where it's located, it cannot be seen in almost all directions except for one.

Chairman Weidenhamer made the motion for the Board of Adjustment to approve Variance Request BOA-001199-2023. The City Attorney reminded the Chair to open the public portion of the hearing. Corlene Ziegler, Commander for the Post thanked the members for their support even though they have not voted yet. With no further comment Chairman Weidenhamer closed the public portion of the hearing and repeated his motion. **Board member Pinard provided the second. The motion passed 4-1 with Board member Emerson dissenting.**

6. OTHER BUSINESS: None

7. ADJOURNMENT:

There being no further business the meeting was adjourned at 6:26 p.m.

Adopted and approved this _____ day of _____ 2023.

Tom Weidenhamer, Chairman

Kim Montgomery, Deputy City Clerk

**LOCAL PLANNING AGENCY
MEETING MINUTES
OCTOBER 19, 2023 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, October 19, 2023, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Karen Hudson
Jay Purut
Marcie Bell

Members Absent

Todd Buhr
Corey Ledbetter

Staff Members Present

Kim Montgomery City Clerk
Ryan Scott City Engineer
Christopher Willis Planner
Rachael Hoag Planner
Louis Zunguze Community Development Dir.
Kimberly Kopp City/LUA Attorney

3. NEW BUSINESS:

➤ **Draft Mobility Plan – 3TP Ventures**

Mr. Zunguze explained the document being presented, is a continued effort to bring the city's Comprehensive Plan, Future Land Use Map (FLUM) and Land Development Code into compliance with each other. This effort is to revamp the Multimodal Transportation District per the State's guidelines. Once all finalized, for the first time in the city's incorporation, they will all be consistent with each other.

Mr. Tim Whaler with 3TP Ventures explained to the Agency members how they have been working closely with staff creating the Mobility Plan, and the purpose of the plan is to ensure that a transportation network plan is in place that facilitates what is in the FLUM and the Comprehensive Plan cohesively. He provided the members with a presentation that contains a series of maps, and explained the goal is to create a cohesive network of roadways to optimize the flow of traffic, as well as other modes of transportation and pedestrian safety.

Regarding the maps provided in the presentation, Chairman Wood asked what the CC-3 section is about. Mr. Whaler explained it will be the link to Azalea Drive that will be a 2-lane 100-foot right-of-way. The plan is to make it more of a boulevard type appearance with pathways on both sides and a median treatment.

He explained further, the key transportation issues identified for the plan are:

- Safety at Intersections
- Continuing to increase options for other modes of travel besides vehicles
- Updated Mobility Fee is in place that reflects cost

In an analysis, the key transportation issues that arose are sidewalks with the following concerns:

- None present
- On one side of roadways only
- Disconnected sections

Mr. Whaler then explained to the members the purpose is to create some sort of logic and come up with a scoring mechanism, to fine tune the benefits of the scores, as well as create policy priority scores from the public's input who participated at the public workshop as well as volunteer committee members input.

Chairman Wood thanked Mr. Whaler for their hard work on this project and asked when they needed this committee's top project picks. He then asked Mr. Whaler if the plan is for this to replace concurrency.

According to Mr. Whalen, the city still has an adopted concurrency policy, with the multimodal transportation district. However, instead of counting cars, they are building multimodal projects. The pathways plan provides the tool to make a policy decisions to eliminate concurrency and have a planning framework in place to address the future transportation needs.

Committee member Hudson spoke of how some of the intersections are being identified as important because they tend to be accident prone, and questioned how they can prioritize what's most important if they do not know for sure what the data is for certain type of accidents at certain intersections, as well as the type of injuries that were a result of those accident.

According to Mr. Whaler, they do have a crash map in the plan that is not as detailed, and they also have identified crash data. Additionally, FDOT provides crash data but it is not available for public to access however, he can provide them with a high resolution map that shows crash data and, any questions they may have he should be able to assist. He mentioned the key thing to understand is that the Mobility Plan identifies where improvements need to be made. Also, there would be an Engineering Study to find out exactly what improvements are necessary, based on those specifics.

Agency member Bell asked who determines which streets get sidewalks in reference to this plan's phases. According to Mr. Whaler, the majority of the streets were already determined from the city sidewalk pathway plan, which has been adopted and is in the Land Development Code and is based on potential growth in a certain area and the highest need for safety. She then stated that she was just curious as to why Mountain Drive is showing the need for an additional sidewalk on the opposite side of the road when there is already one present.

Mr. Scott explained staff added that additional sidewalk because of the increase in property owners turning their properties into auxiliary parking for their harbor businesses and therefore creating a need for safer conditions for those that park and walk to the harbor.

Agency member Bell then asked what exactly concurrency is and what it does. According to Mr. Whaler, concurrency is a State mandated policy that whenever a new development comes in, the developer

must pay towards the impacts it is placing on the existing municipalities infrastructure.

5. DIRECTORS REPORT:

None

6. ADJOURNMENT:

Having no further discussion at the meeting adjourned at 6:40 p.m.

Adopted and approved this _____ day of _____ 2023.

James Wood, Jr. Chairman

Kim Montgomery, Destin City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023**TYPE OF AGENDA ITEM:**

Consent Agenda**AGENDA OUTLINE NUMBER:**

3.K.

TO: City Council**THRU:** Lance Johnson, City Manager
Kimberly Kopp, City Attorney**FROM:** Krystal Strickland, Finance Director**DATE:** November 3, 2023**SUBJECT:** Operations Financial Report - **Informational purposes only**

I. BACKGROUND: This item is informational only.

II. DISCUSSION: Year-to-date budget versus actuals shall be provided to Council within forty-five days of the month end. Governmental funds are accounted for on a modified accrual basis, which excludes long-term assets and liabilities.

Highlights of the period ending 09/30/2023:

At the end of September we were 100% of the way through Fiscal Year 2023, which is October 1 - September 30, 2023

101% of Ad Valorem (property) taxes have been received

We have expended 84% of the Operating Budget

We have expended 46% of the Capital Budget

The net change in total fund balance is a year-to-date increase of \$8.8 million (\$1.8 million net expenditures plus \$7 million funds borrowed from TDC for Tarpon Beach purchase)

Details for all funds are on file with the Finance Department, and are available upon request.

A. Link to Strategic Goals / Objectives: Financially sound city providing service excellence

- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**
- D. Legislative Sponsor:**

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Item is informational only.

Attachments:

1. 2023p12 Sept YTD Actual TREND

CITY OF DESTIN
Actuals 10/01/2022 - 09/30/2023

SUMMARY ALL FUNDS	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRANCE \$	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
Ad Valorem Taxes	\$ 10,691,777	\$ 10,801,654		\$ 10,801,654	\$ (109,877)
Tax Increment Financing (TIF)	1,597,791	1,592,119		1,592,119	5,672
Delinquent Ad Valorem Taxes	5,000	70,797		70,797	(65,797)
Sales and Use Taxes	3,565,731	3,507,011		3,507,011	58,720
Licenses and Permits	4,938,550	5,465,951		5,465,951	(527,401)
Impact Fees	105,500	453,374		453,374	(347,874)
Intergovernmental	25,556,623	15,137,121		15,137,121	10,419,502
Charges for services	906,500	1,460,749		1,460,749	(554,249)
Fines and Forfeitures	71,500	107,689		107,689	(36,189)
Investment Income	243,429	495,832		495,832	(252,403)
Contributions	1,700	5,042		5,042	(3,342)
Miscellaneous income	3,601	128,584		128,584	(124,983)
TOTAL REVENUES	47,687,702	39,225,922	-	39,225,922	8,461,780
<i>check figures:</i>	<i>46,937,702</i>	<i>39,975,922</i>	<i>-</i>	<i>39,415,922</i>	<i>7,711,780</i>
General Government	4,868,853	3,444,409	98,699	3,543,108	1,325,746
Public Safety	4,837,837	4,385,513	4,379	4,389,893	447,944
Physical Environment	335,296	276,287	309	276,596	58,700
Transportation	2,084,112	1,896,885	44,268	1,941,152	142,959
Economic Environment	356,856	244,282	81,269	325,551	31,306
Health & Human Services	90,085	48,883	22,165	71,048	19,037
Culture and Recreation	4,452,118	3,771,701	25,072	3,796,773	655,345
Debt Service	2,605,158	2,584,699	-	2,584,699	20,459
Capital Outlay	50,328,741	20,762,252	2,443,974	23,206,226	27,122,515
TOTAL EXPENDITURES	69,959,056	37,414,909	2,720,135	40,135,044	29,824,012
	<i>69,959,056</i>	<i>37,414,910</i>	<i>2,720,135</i>	<i>40,135,044</i>	<i>29,824,012</i>
Excess (deficiency) of revenues over expend	(22,271,354)	1,811,013		(909,122)	
Proceeds from issuance of debt	27,545,000	7,020,863		7,020,863	20,524,138
Transfers In	25,873,246	4,890,610		4,890,610	20,982,637
Transfers Out	(25,873,246)	(4,890,610)		(4,890,610)	(20,982,637)
Total other financing sources (uses)	27,545,000	7,020,863	-	7,020,863	20,524,137
Net change in fund balances	5,273,646	8,831,876		6,111,740	
Fund Balance, Beginning	38,771,830	38,771,830		38,771,830	
Fund Balance, Ending	44,045,475	47,603,705		44,883,570	

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

FUND BALANCE SUMMARY ALL FUNDS	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 PROJECTION
Nonspendable (Town Center CRA + prepaids)	2,361,624	2,581,251	2,581,251
Restricted (FL Statute & Debt Covenants)	10,878,630	5,241,647	7,475,606
Committed (Council Resolutions & Motions)	16,810,631	18,629,074	16,716,954
Assigned (contracts/PO balances)	1,000,000	4,104,404	2,667,863
<i>Unassigned</i>	<i>12,994,590</i>	<i>17,047,328</i>	<i>15,441,897</i>
Ending Fund Balance	44,045,475	47,603,705	44,883,570

01 GENERAL FUND	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRANCE S	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
01-31 Ad Valorem Taxes	9,779,417	9,889,294		9,889,294	(109,877)
01-31 Delinquent Ad Valorem Taxes	5,000	70,797		70,797	(65,797)
01-31 Sales and Use Taxes	1,745,054	1,600,615		1,600,615	144,439
01-32 Licenses and Permits	2,962,950	3,513,007		3,543,007	(550,057)
01-32 Impact Fees	-	-		-	-
01-33 Intergovernmental	3,141,375	3,351,848		3,351,848	(210,473)
01-34 Charges for Services	463,700	691,489		691,489	(227,789)
01-35 Fines and Forfeitures	71,500	107,689		107,689	(36,189)
01-36 Investment Income	235,100	397,062		397,062	(161,962)
01-36 Contributions	1,700	5,042		5,042	(3,342)
01-36 Miscellaneous Revenue	3,601	128,584		128,584	(124,983)
TOTAL REVENUES	18,409,397	19,755,427	-	19,785,427	(1,346,030)

01-51 General Government	4,718,853	3,444,409	98,699	3,543,108	1,175,746
01-52 Public Safety	3,540,743	3,368,558	2,059	3,370,617	170,126
01-53 Physical Environment	314,296	277,170	309	277,479	36,817
01-54 Transportation	1,948,212	1,806,188	44,268	1,850,456	97,756
01-55 Economic Environment	14,500	14,452	-	14,452	48
01-56 Health & Human Services	90,085	48,883	22,165	71,048	19,037
01-57 Culture and Recreation	4,452,118	3,771,701	25,072	3,796,773	655,345
01-59 Capital Outlay	86,654	54,418	-	54,418	32,237
01-59 Debt Service Principal	19,254	2,214	-	2,214	17,040
01-59 Debt Service Interest	3,390	20	-	20	3,370
TOTAL EXPENDITURES	15,188,106	12,788,013	192,571	12,980,584	2,207,521

Excess (deficiency) of revenues over expend **3,221,291** **6,967,413** **6,804,842**

01-38 Proceeds from Issuance of Debt	45,000	-		-	45,000
01-38 Transfers In	87,200	-		-	87,200
01-58 Transfers Out	(3,901,969)	(2,903,758)		(2,903,758)	(998,211)
Total other financing sources (uses)	(3,769,769)	(2,903,758)		(2,903,758)	(866,011)

01 Net change in fund balances (548,478) 4,063,655 3,901,085
01 Fund Balance (deficit), Beginning 28,088,861 28,088,861 28,088,861
01 Fund Balance (deficit), Ending 27,540,383 32,152,516 31,989,945

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

102 TOWN CENTER CRA 1998-2037 (RESTRICTED; ECON DEV)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRANCE S	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
102-31 County TIF	1,185,012	1,184,650		1,184,650	362
102-31 City TIF (Ad Valorem	499,581	499,581		499,581	-
102-36 Investment Income	1,100	9,023		9,023	(7,923)
TOTAL REVENUES	1,685,693	1,693,254		1,693,254	(7,561)

102-55 Economic Environment	204,848	146,684	42,719	189,403	15,446
102-59 Capital Outlay	1,300,000	114,905	305,804	420,708	879,292
TOTAL EXPENDITURES	1,504,848	261,588	348,523	610,111	894,737

Excess (deficiency) of revenues over expend **180,845** **1,431,666** **1,083,143**

102-38 Transfers In	-	-		-	-
102-58 Transfers Out	(818,831)	(731,704)		(731,704)	(87,127)
Total other financing sources (uses)	(818,831)	(731,704)		(731,704)	(87,127)

102 Net change in fund balances (637,986) 699,962 351,439
102 Fund Balance (deficit), Beginning (1,663,708) (1,663,708) (1,663,708)
102 Fund Balance (deficit), Ending (2,301,694) (963,746) (1,312,269)

110 HARBOR CRA 2003-2043 (RESTRICTED; ECON DEV)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRANCE S	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
110-31 County TIF	412,779	407,469		407,469	5,310
110-31 City TIF (Ad Valorem)	412,779	412,779		412,779	-
110-36 Investment Income	500	4,425		4,425	(3,925)
TOTAL REVENUES	826,058	824,673		824,673	1,385
110-55 Economic Environment	137,508	83,146	38,550	121,696	15,812
110-59 Capital Outlay	6,000,000	-	-	-	6,000,000
TOTAL EXPENDITURES	6,137,508	83,146	38,550	121,696	6,015,812
Excess (deficiency) of revenues over expend	(5,311,450)	741,526		702,976	
110-38 Transfers In	5,950,000	-		-	5,950,000
110-58 Transfers Out	(479,995)	(479,995)		(479,995)	-
Total other financing sources (uses)	5,470,005	(479,995)		(479,995)	5,950,000
110 Net change in fund balances	158,555	261,532		222,982	
110 Fund Balance (deficit), Beginning	469,117	469,117		469,117	
110 Fund Balance (deficit), Ending	627,672	730,649		692,099	

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

111 FLORIDA BUILDING CODE FUND (RESTRICTED; PUBLIC SAFETY)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRANCE S	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
111-32 Licenses and Permits	1,195,100	894,317		894,317	300,783
111-36 Investment Income	30	2,048		2,048	(2,018)
TOTAL REVENUES	1,195,130	896,365		896,365	298,766
111-52 Public Safety	1,209,094	916,165	2,321	918,486	290,608
111-59 Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	1,209,094	916,165	2,321	918,486	290,608
Excess (deficiency) of revenues over expend	(13,964)	(19,800)		(22,121)	
111-38 Transfers In	-	-		-	-
111-58 Transfers Out	(119,050)	(84,922)		(84,922)	(34,128)
Total other financing sources (uses)	(119,050)	(84,922)		(84,922)	(34,128)
111 Net change in fund balances	(133,014)	(104,723)		(107,043)	
111 Fund Balance (deficit), Beginning	446,494	446,494		446,494	
111 Fund Balance (deficit), Ending	313,480	341,771		339,451	

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

122 PARKING FUND (COMMITTED; TRANSPORTATION)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRANCE S	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
122-34 Charges for Services	442,800	769,260		769,260	(326,460)
122-36 Investment Income	44	4,448		4,448	(4,404)
TOTAL REVENUES	442,844	773,708		773,708	(330,864)
122-54 Transportation	135,900	90,696	-	90,696	45,204
122-59 Capital Outlay	496,000	-	60,340	60,340	435,660
TOTAL EXPENDITURES	631,900	90,696	60,340	151,036	480,864
Excess (deficiency) of revenues over expend	(189,056)	683,011		622,671	(811,727)
122-38 Transfers In	-	-		-	-
122-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
122 Net change in fund balances	(189,056)	683,011		622,671	
122 Fund Balance (deficit), Beginning	347,845	347,845		347,845	
122 Fund Balance (deficit), Ending	158,789	1,030,856		970,516	

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

125 TECH FUND (COMMITTED; PUBLIC SAFETY)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRANCE S	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
125-36 Investment Income	100	2,528		2,528	(2,428)
TOTAL REVENUES	100	2,528		2,528	(2,428)
125-52 Public Safety	88,000	100,790	-	100,790	(12,790)
125-59 Capital Outlay	112,000	-	-	-	112,000
TOTAL EXPENDITURES	200,000	100,790	-	100,790	99,210
Excess (deficiency) of revenues over expend	(199,900)	(98,262)		(98,262)	
125-38 Transfers In	197,995	189,484		189,484	8,511
125-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	197,995	189,484		189,484	8,511
125 Net change in fund balances	(1,905)	91,221		91,221	
125 Fund Balance (deficit), Beginning	351,125	351,125		351,125	
125 Fund Balance (deficit), Ending	349,220	442,346		442,346	

127 WATER QUALITY IMPROVEMENT FUND (ENVIRONMENT; RESTRICTED)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRANCE S	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
127-32 Licenses and Permits	500	54,961		54,961	(54,461)
127-36 Investment Income	150	2,041		2,041	(1,891)
TOTAL REVENUES	650	57,002	-	57,002	(56,352)
127-53 Physical Environment	21,000	(884)	-	(884)	21,884
127-53 Capital Outlay	150,000	-	149,938	149,938	62
TOTAL EXPENDITURES	171,000	(884)	149,938	149,054	21,946
Excess (deficiency) of revenues over expend	(170,350)	57,886		(92,052)	
127-38 Transfers In	350,008	336,837		336,837	13,171
127-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	350,008	336,837		336,837	13,171
127 Net change in fund balances	179,658	394,723		244,785	
127 Fund Balance (deficit), Beginning	-	-		-	
127 Fund Balance (deficit), Ending	179,658	394,723		244,785	

129 OKA 1/2 PENNY 01/01/2019-12/31/2029 (COMMITTED; CAPITAL OUTLAYS)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRANCE S	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
129-31 Sales and Use Taxes	1,556,293	1,661,777		1,821,777	(105,484)
129-36 Investment Income	2,100	31,185		31,185	(29,085)
TOTAL REVENUES	1,558,393	1,692,962		1,852,962	(134,569)
129-59 Capital Outlay	3,112,029	322,450	872,981	1,195,431	1,916,598
TOTAL EXPENDITURES	3,112,029	322,450	872,981	1,195,431	1,916,598
Excess (deficiency) of revenues over expend	(1,553,636)	1,370,511		657,531	
129-38 Transfers In	2,950,000	-		-	2,950,000
129-58 Transfers Out	(353,394)	(353,394)		(353,394)	0
Total other financing sources (uses)	2,596,606	(353,394)		(353,394)	2,950,000
129 Net change in fund balances	1,042,970	1,017,117		304,137	
129 Fund Balance (deficit), Beginning	4,642,446	4,642,446		4,642,446	
129 Fund Balance (deficit), Ending	5,685,416	5,659,563		4,946,583	

213 DEBT SERVICE 2013 NOTE (RESTRICTED; DEBT SERVICE)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRANCE S	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
213-36 Investment Income	220	625		625	(405)
TOTAL REVENUES	220	625		625	(405)
213-59 Debt Service Principal	424,267	424,248	-	424,248	19
213-59 Debt Service Interest	130,172	130,172	-	130,172	(0)
TOTAL EXPENDITURES	554,439	554,420	-	554,420	19
Excess (deficiency) of revenues over expend	(554,219)	(553,795)		(553,795)	
213-38 Transfers In	554,420	554,278		554,278	142
213-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	554,420	554,278		554,278	142
213 Net change in fund balances	201	483		483	
213 Fund Balance (deficit), Beginning	93,504	93,504		93,504	
213 Fund Balance (deficit), Ending	93,705	93,987		93,987	

214 DEBT SERVICE 2014 NOTE (RESTRICTED; DEBT SERVICE)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRANCE S	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
214-36 Investment Income	220	1,390		1,390	(1,170)
TOTAL REVENUES	220	1,390		1,390	(1,170)
214-59 Debt Service Principal	441,815	441,795	-	441,795	20
214-59 Debt Service Interest	289,836	289,836	-	289,836	0
TOTAL EXPENDITURES	731,651	731,631	-	731,631	20
Excess (deficiency) of revenues over expend	(731,431)	(730,241)		(730,241)	
214-38 Transfers In	731,631	731,704		731,704	(73)
214-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	731,631	731,704		731,704	(73)
214 Net change in fund balances	200	1,463		1,463	
214 Fund Balance (deficit), Beginning	245,971	245,971		245,971	
214 Fund Balance (deficit), Ending	246,171	247,434		247,434	

221 DEBT SERVICE 2021 NOTE (RESTRICTED; DEBT SERVICE)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRANCE S	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
221-36 Investment Income	45	240		240	(195)
TOTAL REVENUES	45	240		240	(195)
221-59 Debt Service Principal	1,208,020	1,208,011	-	1,208,011	9
221-59 Debt Service Interest	88,404	88,403	-	88,403	1
221-51 General Government	-	-	-	-	-
TOTAL EXPENDITURES	1,296,424	1,296,414	-	1,296,414	10
Excess (deficiency) of revenues over expend	(1,296,379)	(1,296,174)		(1,296,174)	
221-38 Transfers In	1,296,403	1,296,404		1,296,404	(0)
221-58 Transfers Out	-	-		-	-
221-38 Proceeds from issuance of debt	-	-		-	-
Total other financing sources (uses)	1,296,403	1,296,404		1,296,404	(0)
221 Net change in fund balances	24	229		229	
221 Fund Balance (deficit), Beginning	578	578		578	
221 Fund Balance (deficit), Ending	602	807		808	

223 DEBT SERVICE 2023 NOTE (RESTRICTED; DEBT SERVICE)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRANCE S	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
223-33 Intergovernmental	750,000	750,000		750,000	-
223-36 Investment Income	-	-		-	-
TOTAL REVENUES	750,000	750,000		750,000	-
223-59 Capital Outlay	7,500,000	7,020,863	-	7,020,863	479,138
223-59 Debt Service Principal	-	-	-	-	-
223-59 Debt Service Interest	-	-	-	-	-
223-51 General Government	150,000	-	-	-	150,000
TOTAL EXPENDITURES	7,650,000	7,020,863	-	7,020,863	629,138
Excess (deficiency) of revenues over expend	(6,900,000)	(6,270,863)		(6,270,863)	
223-38 Transfers In	-	-		-	-
223-58 Transfers Out	(19,850,000)	-		-	(19,850,000)
223-38 Proceeds from issuance of debt	27,500,000	7,020,863		7,020,863	20,479,138
Total other financing sources (uses)	7,650,000	7,020,863		7,020,863	629,138
223 Net change in fund balances	750,000	750,000		750,000	
223 Fund Balance (deficit), Beginning	750,000	-		-	
223 Fund Balance (deficit), Ending	1,500,000	750,000		750,000	

300 RENEWAL AND REPLACEMENT (COMMITTED; CAPITAL OUTLAYS)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRANCE S	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
300-36 Investment Income	1,900	13,906		13,906	(12,006)
TOTAL REVENUES	1,900	13,906		13,906	(12,006)
300-59 Capital Outlay	3,063,753	1,269,679	937,588	2,207,267	856,486
TOTAL EXPENDITURES	3,063,753	1,269,679	937,588	2,207,267	856,486
Excess (deficiency) of revenues over expend	(3,061,853)	(1,255,773)		(2,193,361)	
300-38 Transfers In	1,633,748	1,603,454		1,603,454	30,294
300-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	1,633,748	1,603,454		1,603,454	30,294
300 Net change in fund balances	(1,428,105)	347,681		(589,907)	
300 Fund Balance (deficit), Beginning	1,900,750	1,900,750		1,900,750	
300 Fund Balance (deficit), Ending	472,645	2,248,431		1,310,844	

305 GRANT AND GF CAPITAL PROJECT FUND (RESTRICTED; CAPITAL OUTLAYS)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRANCE S	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
305-33 Intergovernmental	21,665,248	11,785,273		11,785,273	9,879,975
305-36 Contributions	-	-		-	-
TOTAL REVENUES	21,665,248	11,785,273		11,785,273	9,879,975
305-53 Physical Environment	-	-	-	-	-
305-59 Capital Outlay	22,184,078	11,750,895	-	11,750,895	10,433,183
TOTAL EXPENDITURES	22,184,078	11,750,895	-	11,750,895	10,433,183
Excess (deficiency) of revenues over expend	(518,830)	34,379		34,379	
305-38 Transfers In	1,171,841	178,449		178,449	993,392
305-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	1,171,841	178,449		178,449	993,392
305 Net change in fund balances	653,011	212,828		212,828	
305 Fund Balance (deficit), Beginning	(140,924)	(140,924)		(140,924)	
305 Fund Balance (deficit), Ending	512,087	71,904		71,905	

315 IMPACT AND OTHER RESTRICTED (CAPITAL OUTLAYS)	FY2023 ADOPTED BUDGET*	FY2023 YTD Actuals	FY2023 ENCUMBRANCE S	FY2023 PROJECTION	FY2023 AVAILABLE BUDGET
315-32 Impact Fees	105,500	453,374		453,374	(347,874)
315-32 Licenses and Permits	780,000	1,003,666		1,003,666	(223,666)
315-31 Sales and Use Taxes	264,384	244,619		244,619	19,765
315-36 Investment Income	1,920	26,912		26,912	(24,992)
315-36 Miscellaneous Revenue	-	-		-	-
TOTAL REVENUES	1,151,804	1,728,571		1,728,571	(576,767)
315-53 Physical Environment	-	-	-	-	-
315-59 Capital Outlay	6,324,227	229,042	117,324	346,367	5,977,860
TOTAL EXPENDITURES	6,324,227	229,042	117,324	346,367	5,977,860
Excess (deficiency) of revenues over expend	(5,172,423)	1,499,528		1,382,204	
315-38 Transfers In	10,950,000	-		-	10,950,000
315-58 Transfers Out	(350,008)	(336,837)		(336,837)	(13,171)
Total other financing sources (uses)	10,599,992	(336,837)	-	(336,837)	10,936,829
315 Net change in fund balances	5,427,569	1,162,691		1,045,367	
315 Fund Balance (deficit), Beginning	3,989,771	3,989,771		3,989,771	
315 Fund Balance (deficit), Ending	9,417,340	5,152,462		5,035,138	

*FY2023 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

City of Destin, Florida

Balance Sheet - Governmental Funds

	01, 700	102	110	111	122, 125, 127, 129	209, 213, 214, 221	300, 305, 315	
Period ended September 30,								2023
	General Fund	1998-2028 or to 2037 Town Center CRA	2003-2043 Harbor CRA	Florida Building Code Fund	Other Special Revenue Funds	Debt Service Funds	Capital Project Funds	Total Governmental Funds
Assets								
Cash and cash equivalents	\$ 13,859,295	\$ 1,419,550	\$ -	\$ -	\$ 7,438,344	\$ -	\$ 2,275,579	\$ 24,992,767
Investments	14,941,757	-	-	-	-	-	-	14,941,757
Due from other funds	941,581	-	-	1,124	-	-	8,657	951,362
Due from other governments	420,790	-	-	-	125,784	-	1,157,623	1,704,197
Advance to other funds	2,361,624	-	-	-	-	-	-	2,361,624
Accounts receivable - other	237,988	-	-	-	-	-	110,909	348,897
Prepaid items	122,965	-	-	-	-	-	-	122,965
Restricted cash and cash equivalents	-	-	732,859	352,686	-	342,228	6,252,615	7,680,388
Total assets	\$ 32,885,999	\$ 1,419,550	\$ 732,859	\$ 353,810	\$ 7,564,128	\$ 342,228	\$ 9,805,382	\$ 53,103,956
Liabilities, deferred inflows of resources and fund balances								
Liabilities:								
Accounts payable	270,208	21,673	2,209	12,038	36,639	-	193,561	536,328
Accrued payroll	-	-	-	-	-	-	-	-
Unearned Revenue	347,876	-	-	-	-	-	1,196,319	1,544,194
Due to other funds	115,400	-	-	-	-	-	942,705	1,058,105
Advance from other funds	-	2,361,624	-	-	-	-	-	2,361,624
Total liabilities	733,484	2,383,297	2,209	12,038	36,639	-	2,332,585	5,500,251
Deferred inflows of resources								
Unavailable revenue	-	-	-	-	-	-	-	-
Deferred revenue	-	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-	-
Fund balances:								
Nonspendable	2,581,251	-	-	-	-	-	-	2,581,251
Restricted	-	-	692,100	339,451	-	342,228	3,867,867	5,241,647
Committed	10,874,000	-	-	-	6,444,231	-	1,310,844	18,629,074
Assigned	262,571	423,618	38,550	2,321	1,083,259	-	2,294,087	4,104,404
Unassigned	18,434,693	(1,387,365)	-	-	-	-	-	17,047,328
Total fund balances (deficit)	32,152,515	(963,747)	730,650	341,772	7,527,489	342,228	7,472,797	47,603,705
Total liabilities, deferred inflows of resources and fund balances	\$ 32,885,999	\$ 1,419,550	\$ 732,859	\$ 353,810	\$ 7,564,128	\$ 342,228	\$ 9,805,382	\$ 53,103,956
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (0)	\$ (0)

Nonspendable = Long-term advance to TownCenter CRA \$2,448,823.50 (in 01 fund) plus prepaid expenses

Restricted = Interlocal Agreements, State and Local Regulations (Harbor CRA 110, Florida Building Code Fund 111, Impact Fees 315), Bond covenants (2013, 2014, 2021 Debt Service Funds), Grant Agreements (305)

Committed = Council resolutions, motions, includes fund balance resolution for 1 yr debt service (\$2.7m) + 3 mos emergency ops x 2 (\$6.7m), Tech Fund balance (125), Oka Half Penny fund balance (129)

Assigned = Contracts, purchase orders, unofficial RR fund (300)

Unassigned = Funds with a negative balance (TC CRA 102), net assets not otherwise categorized

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023**TYPE OF AGENDA ITEM:**

Consent Agenda**AGENDA OUTLINE NUMBER:**

3.L.

TO: City Council**THRU:** Lance Johnson, City Manager
Kimberly Kopp, City Attorney**FROM:** Krystal Strickland, Finance Director
Jeffrey Cozadd, Grants Manager
Michael Burgess, Public Services Director
Lisa Firth, Parks & Rec Director
Ryan Scott, City Engineer**DATE:** October 31, 2023**SUBJECT:** Capital Project Status - **Informational purposes only**

I. BACKGROUND: This item is informational only.**II. DISCUSSION:** Please find attached a summary of the current capital improvement projects, showing status and Year-to-Date expenditures and encumbrances.**A. Link to Strategic Goals / Objectives:** 1. Financially sound city providing service excellence**B. Effect on Budget (EOB):****C. Level of Service (LOS):****D. Legislative Sponsor:****III. CONCLUSION:****IV. RECOMMENDED MOTION:** Not applicable. Informational only.

2023-7195

ITEM #

Attachments:

1. 2023 1031 Capital Projects

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to October 31, 2023		FY2024 Budget*	YTD Actuals	FY2024 Available Budget	Status	Notes
PRIORITY	Citizen/Council Directed						
1.6	EN615	Cross-Town Connector	\$ 11,227,767	\$ 103,588	\$ 10,995,139	Ongoing	Permitting process started. A PO has been provided to Cross Env. Utilities have been disconnected. Awaiting asbestos testing.
1.2	CM001	Crystal Beach Acquisition & Development	4,969,622	-	4,969,622	Ongoing	Crystal Beach purchased and cleared. TDC has presented the 30% beach park design.
1.2	CM002	Tarpon Beach Acquisition & Development	750,000	-	750,000	Ongoing	Tarpon Beach purchased and cleared. TDC has presented the 60% beach park design.
1.1	CENTR	City Center Feasibility/Planning/Design	50,000	-	50,000	Ongoing	Council agreed to rate Synalovski Romanik Saye (SRS). Contract under negotiation.
1.2	HRB1	Land Acquisition 1 Harbor Blvd	9,231,568	9,028,088	203,480	Complete	Closed on property 10/17/23
1.3	UNDER	Undergrounding	19,565,913	-	19,565,913	Ongoing	Survey was ordered and completed. 93/109 (85%) easements have letters of intent. Completed 17/48 surveys to finalize and record easements. Binding cost estimate being signed by City and FPL. Phase 1 RFP is out to bid at this time.
1.11	MARIN	City Marina	50,000	-	50,000		These funds might be needed for CENTR project.
1.5	CRH60	Pedestrian Pathway Under the Marler Bridge	-	-	-	Tabled	Baskerville-Donovan engineering firm presented 60% design. FDOT is reconsidering project as it may align with bridge renovation plans. Bring to December 2023 meeting to RESTART.
1.4	EN617	US98/Stahlman Intersection	75,000	-	-	Ongoing	Study began September 2023
	Renewal & Replacement						
3.2	RR051	General Government	155,000	-	155,000	Ongoing	
3.2	RR052	Public Safety	230,380	-	230,380	Ongoing	
3.2	RR053	Physical Environment (Stormwater, Cemetery)	75,000	-	75,000	Ongoing	
3.7, 3.9	RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1 + GF RR Fund)	2,537,780	(4,154)	2,541,934	Ongoing	Four re-surfacing projects will be taken to the PWPS Comm. on Nov14 for possible recommendation to Council. Main St (US98 to Airport), Legion Dr (Main Street to Beach Dr), Matthew Blvd and a short section of John Ave), and Calhoun Ave (US98 to Cross).
3.2	RR571	Library	127,500	-	58,419	Ongoing	Carpet has been ordered and should arrive 1st week of Dec.
3.2	RR572	Parks and Recreation	749,922	-	749,922	Ongoing	
3.2	RR573	Other Facilities (i.e. Museum)	4,500	-	4,500		
3.2	RRV11	Replace Building Fund Vehicles	76,000	-	76,000		

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to October 31, 2023		FY2024 Budget*	YTD Actuals	FY2024 Available Budget	Status	Notes
3.2	RRV51	Replace General Government Vehicle	23,000	-	23,000		
3.2	RRV54	Replace Public Works Vehicles	365,000	-	365,000		2024 Ford F750 Urban Forestry Unit for Council on Nov 6
3.2	RRV57	Replace Parks & Rec Vehicles	113,000	-	113,000		
	Growth Necessitated & Comp Plan		-	-	-		
	CE002	Code Enforcement Equipment	40,000	5,051	34,949		
	LB002	Library Impact Fee Projects	330,000	-	330,000		Staff Parking expansion: engineering working on design, library has chosen light fixtures for staff parking and ADA parking.
1.7	TR619	Sibert-Zerbe Parking Lot Consolidation	525,000	-	525,000	Tabled	Area might be used as staging for undergrounding (if first options don't realize)
3.9	TR620	ADA Transition - Pedestrian Facilities	96,993	73,899	-	Ongoing	Phase 2 (prioritization; engineering estimate of costs) underway.
	Other Capital Projects		-	-	-		
	ARP	Stormwater Infrastructure Projects	312,000	-	312,000	Ongoing	Projects underway include Juanita Ave, Benning at Sibert and Benning at Bay. 541 Sibert remains. Then Indian Bayou projects begin.
	BDVEH	New Vehicle for Building Inspection Dept (Building Fund)	40,000	-	40,000		
	CEVEH	New Vehicle for Code Enforcement (expanding department)	46,000	-	46,000		
	CRT64	Wayfinding	-	-	-	On Hold	
4.15	CRT17	Town Center CRA Easement Trail/Linear Park	-	-	-	Ongoing	DAG is working on the design. Public Workshop Nov 9 at 5:30pm
	DREDG	Dredge Harbor Channel (study plus dredging)	110,000	-	89,420	Ongoing	Bathymetric study underway
	HURRC	Hurricane Response	100,000	-	100,000		
	IT003	Other Hardware/Software Replacements	170,000	-	170,000	Ongoing	
	PE003	Vulnerability Assessment	70,000	-	70,000	Completed	Kick Off meeting held 10/31. Public workshop being planned for January.
	RC124	Morgan's Children's Park Playground Structure	200,000	-	200,000	Ongoing	Plaground contractor is working on a design (and quote) to best fit our budget. A new contractor is looking into an exciting new module with easier maintenance.
	RC125	Buck Destin Restrooms	100,000	-	100,000	Ongoing	Modular components on order. Wastewater system needs updated. Installation will be completed in FY 2024 (\$100k).
4.16	RC127	Pickleball Court	350,000	-	350,000	Ongoing	Scott Jenkins finalizing design updates. \$350k moved to FY 2024 to complete permitting and construction. After design revised, next will go to Parks & Rec committee (late November 23).
	RC128	Morgan Sports Complex - Bathrooms/Fieldhouse	595,000	-	595,000	Ongoing	Bathrooms under design.

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to October 31, 2023		FY2024 Budget*	YTD Actuals	FY2024 Available Budget	Status	Notes
	RC129	Morgan Sports Complex - Field Lighting (LED)	255,000	-	255,000	Ongoing	Will hire a GC to manage project.
	RC130	Morgan Sports Complex - Storage	200,000	-	200,000	Ongoing	Storage building ordered.
4.11	RC216	Clement Taylor Park Renovations	1,596,180	-	1,596,180	Ongoing	New Construction Project manager will be tasked to draft construction RFP when subagreement comes from the County (winter 2024).
	SW53	Stormwater Master Plan	4,023	6,148	(2,125)		
	SW56	Outfall at Mattie Kelly Pier	175,000	-	175,000		
	SW57	Clement Taylor Park Strmwtr Mitigation	60,000	-	60,000	Closed	Secondary review show facilities are functioning adequately
	SW58	Chickasaw Ct Strmwtr Remediation	600,000	-	600,000		
	TRSAF	Intersection Safety	169,270	71,770	97,500	Ongoing	
		Total Projects	56,521,418	9,284,389	46,920,234		

*Includes encumbrances rolled forward from prior years.

CITY OF DESTIN 5-YEAR CAPITAL IMPROVEMENT PLAN

STRATEGIC OBJECTIVE			PY Encumbrances rolling forward						
			08/14/23	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
PRIORITY	Citizen/Council Directed								
1.2	HRB1	1 Harbor Blvd/1 Calhoun Waterfront Land	\$ -	\$ 9,100,000	\$ -	\$ -	\$ -	\$ -	\$ 9,100,000
1.3	UNDER	Undergrounding	894,344	16,000,885	-	-	-	-	16,000,885
1.6	EN615	Cross-Town Connector	43,485	9,003,151	-	-	-	-	9,003,151
1.2	CM001	Beach Acquisition/Beach Park Development	81,826	4,969,622	-	-	-	-	4,969,622
5.2	DREDG	Dredge Harbor	-	110,100	-	-	-	-	110,100
1.7	TR619	Sibert-Zerbe Parking Lot Consolidation	-	525,000	-	-	-	-	525,000
1.1	CENTR	City Center - Concept Design	-	50,000	-	-	-	-	50,000
1.11	MARIN	City Marina	-	50,000	-	-	-	-	50,000
1.10	TR621	Transit: Trolley, Ferry	-	-	-	-	-	-	-
xxx	SW56	Mattie Kelly Naturewalk Outfall	-	175,000	1,200,000	-	-	-	1,375,000
	Renewal & Replacement								
3.2	RR051	General Government	1,207	155,000	194,160	15,120	-	-	364,280
3.2	RR052	Public Safety	8,369	230,380	-	126,760	53,200	-	410,340
3.2	RR053	Physical Environment (Stormwater, Cemetery)	149,938	75,000	750,000	74,000	-	-	899,000
3.7	RR054	Roads, Sidewalks, Street Lighting	300,884	2,537,780	1,076,200	1,082,100	1,088,100	1,094,200	6,878,380
3.2	RR056	Human Services (Food4Thought Bldg)	-	-	6,760	-	-	-	6,760
3.2	RR571	Library	-	127,500	-	14,580	-	8,700	150,780
3.2	RR572	Parks and Recreation	67,453	749,922	230,400	114,050	402,200	394,000	1,890,572
3.2	RR573	Other Facilities (i.e. Museum)	-	4,500	-	-	-	6,960	11,460
3.2	RRV11	Vehicles for Bldg Inspectors	-	76,000	-	-	-	45,600	121,600
3.2	RRV51	Vehicles for General Government	-	23,000	-	33,600	-	45,600	102,200
3.2	RRV52	Vehicles for Public Safety (Code)	-	-	41,040	-	88,160	45,600	174,800
3.2	RRV54	Vehicles for Public Works	-	365,000	41,040	33,600	-	162,000	601,640
3.2	RRV57	Vehicles for Parks & Recreation	-	113,000	89,640	-	44,080	-	246,720
3.2	RRVEH	Vehicles	670,331	-	-	-	-	-	-
	Growth Necessitated & Comp Plan								
5.4	CE002	Code Enforcement Equipment	-	30,000	20,000	-	-	-	50,000
1.5	CRH60	Pedestrian Pathway Under Marler Bridge	149,571	-	-	-	-	-	-
1.4	EN617	Stahlman/US98 Intersection	-	-	-	-	-	-	-
5.3	LB002	Library Impact Fee Projects	-	190,000	-	-	-	-	190,000
xxx	TR620	ADA Transition - Pedestrian Facilities	25,487	-	-	-	-	-	-
1.7	TR622	General Parking Improvements	-	-	75,000	-	-	-	75,000
	Other Capital Projects								
4.14	ARP	Stormwater Infrastructure Projects	734,853	312,000	-	-	-	-	312,000
5.5	BDVEH	New Inspector Vehicles	-	40,000	-	-	-	-	40,000
5.4	CEVEH	New Code Enforcement Vehicles	-	46,000	-	-	-	-	46,000
4.8	CRH63	Captain Royal Melvin Heritage Park and Plaza	9,614	-	-	-	-	-	-
4.15	CRT17	Town Center CRA Easement Trail/Linear Park	570,000	-	-	1,000,000	-	-	1,000,000

STRATEGIC OBJECTIVE			PY Encumbrances rolling forward						Total
			08/14/23	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
5.6	HURRIC	Hurricane Response	-	100,000	-	-	-	-	100,000
xxx	IT003	Other Hardware/Software Replacements	-	170,000	-	-	-	-	170,000
5.1	RC124	Morgan Children's Park Playground Structure	-	100,000	-	-	-	-	100,000
xxx	RC125	Buck Destin Restrooms	99,544	100,000	-	-	-	-	100,000
4.16	RC127	Pickleball Court	-	350,000	-	-	-	-	350,000
5.1	RC128	Morgan Bathrooms/Storage/Fieldhouse	-	250,000	-	-	-	-	250,000
5.1	RC129	Morgan - Field Lighting (LED)	-	255,000	175,000	75,000	-	-	505,000
5.1	RC130	Morgan - Artificial Infields	-	200,000	400,000	-	-	-	600,000
5.1	RC131	Morgan - Field Lining Robot	-	-	-	50,000	-	-	50,000
4.11	RC216	Clement Taylor Park Renovations	15,968	1,596,180	-	-	-	-	1,596,180
4.14	SW57	CTP Stormwater Mitigation	-	60,000	-	-	-	-	60,000
4.14	SW58	Chickasaw Ct Stormwater Remediation	-	600,000	-	-	-	-	600,000
5.7	TRSAF	Intersection Safety	62,500	100,000	100,000	100,000	100,000	100,000	500,000
xxx	XMAS	Holiday Decorations	35,804	-	-	-	-	-	-
Total Projects			\$ 3,921,176	\$ 48,940,020	\$ 4,399,240	\$ 2,718,810	\$ 1,775,740	\$ 1,902,660	\$ 59,736,470

Funding Sources			PY Encumbrances rolling forward						Total
			08/14/23	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
General Fund	30058585	RR GENERAL	983,776	\$ 3,792,782	\$ 1,835,040	\$ 893,710	\$ 1,069,640	\$ 1,144,860	\$ 8,736,032
General Fund	30558500	GENERAL FUND	265,083	1,972,262	595,000	125,000	-	-	2,692,262
TC CRA	10258500	TOWN CENTER CRA	415,804	-	-	1,000,000	-	-	1,000,000
Harbor CRA	11058500	HARBOR CRA	-	9,100,000	-	-	-	-	9,100,000
Building Fund	11152441	BUILDING FUND	-	116,000	-	-	-	45,600	161,600
Parking Fund	12254500	PARKING FUND	60,340	525,000	75,000	-	-	-	600,000
Tech Fund	12552400	TECHNOLOGY FUND	-	85,000	-	-	-	-	85,000
Oka 1/2 Penny	12953831	OKA 1/2 STORMWATER	-	835,000	1,200,000	-	-	-	2,035,000
Oka 1/2 Penny	12953931	OKA 1/2 UNDERGROUNDING	894,344	1,000,000	-	-	-	-	1,000,000
Oka 1/2 Penny	12954100	OKA 1/2 PUBLIC WORKS & SAFETY	62,500	100,000	100,000	100,000	100,000	100,000	500,000
Oka 1/2 Penny	12957231	OKA 1/2 BEACH ACQ	-	-	-	-	-	-	-
Debt	32453900	2024 Bond Issuance	-	16,004,319	-	-	-	-	16,004,319
Gas Taxes	30054131	GAS TAX#1 RR ROADS	4,127	588,300	594,200	600,100	606,100	612,200	3,000,900
Gas Taxes	31554031	GAS TAX#2 COMP PLAN	-	1,000,000	-	-	-	-	1,000,000
Impact Fees	31552000	POLICE IMPACT FEES	-	10,000	-	-	-	-	10,000
Impact Fees	31554032	MULTI-MODAL IMPACT FEES	25,487	26,307	-	-	-	-	26,307
Impact Fees	31554132	ROAD IMPACT FEES	40,120	1,575,000	-	-	-	-	1,575,000
Impact Fees	31557132	LIBRARY IMPACT FEES	-	190,000	-	-	-	-	190,000

STRATEGIC OBJECTIVE			PY Encumbrances rolling forward						Total
			08/14/23	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
Impact Fees	31557232	PARK IMPACT FEES	-	474,000	-	-	-	-	474,000
Restricted	12753700	NPEB	149,938	110,000	-	-	-	-	110,000
Restricted	12753800	STORMWATER TRUST FUND	-	-	-	-	-	-	-
Franch fees	31553977	ELECTRIC FRANCHISE UNDERGROUNDING	-	2,000,000	-	-	-	-	2,000,000
Grant	30554100	BOCC XTOWN CONSTRUCTION	-	3,300,000	-	-	-	-	3,300,000
Grant	30554133	FDOT TRIP GRANT	3,364	98,410	-	-	-	-	98,410
Grant	30554200	STATE GRANT LINEAR TRL	190,000	-	-	-	-	-	-
Grant	30557133	LIBRARY/MUSEUM GRANTS	-	-	-	-	-	-	-
Grant	30557233	RESTORE PARK GRANT	-	729,918	-	-	-	-	729,918
Grant	30557212	TDC 12.5% (includes Advanced Funding)	91,440	2,254,115	-	-	-	-	2,254,115
Grant	30557237	BOCC (TDC) BEACH ACQ GRANT	-	2,715,607	-	-	-	-	2,715,607
Grant	30555900	AMERICAN RESCUE PLAN	734,853	312,000	-	-	-	-	312,000
Grant	31557236	MORGANS KID PARK GRANT	-	26,000	-	-	-	-	26,000
Total Sources			\$ 3,921,176	\$ 48,940,020	\$ 4,399,240	\$ 2,718,810	\$ 1,775,740	\$ 1,902,660	\$ 59,736,470
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

		FY 2024 Adopted Budget	5-Year Funded Capital Plan Amount	Additional Funds Needed
Council Objectives				
1.1	Work with Stakeholders to pursue a Destin City Center	\$ 50,000	\$ 50,000	
1.2	Public waterfront acquisition initiative	14,069,622	14,069,622	
1.3	Underground utilities	16,000,885	16,000,885	
1.4	Stahlman/US 98 pedestrian and vehicle Improvements in cooperation with FDOT	-	-	
1.5	Pedestrian access concepts under the Marler Bridge	-	-	
1.6	Two-lane Crosstown Connector	9,003,151	9,003,151	
1.7	Improve parking, explore options (parking garage, surface parking)	525,000	600,000	
1.8	Annexation of unincorporated enclaves	-	-	
1.9	Morgan Sports Center and Dalton Threadgill Park Master Plan for renovations	-	-	
1.10	Support for regional Transit and Ferry systems	-	-	
1.11	City Marina (Phase 1 Feasibility Study)	50,000	50,000	
1.12	Support Beach Re-nourishment, planning, scheduling in partnership with the County/State	-	-	
1.13	Support regional workforce housing initiatives	-	-	
Management Objectives		-	-	
2.1-2.11	These are management-related, not capital project related	-	-	
Management in Progress (capital projects only listed below)		-	-	
3.1	Memorialize institutional knowledge			
3.2	Plan for renewal and replacement of city facilities and infrastructure	1,919,302	4,980,152	
3.3	Monitor and Manage current grant and funding awards	-	-	
3.4	Find and secure new funding opportunities for city services and city projects OPR:GPC	-	-	
3.5	Complete land development code revisions	-	-	
3.7	Implement a pavement management program	2,537,780	6,878,380	
3.9	Improve sidewalks (wider, more walkable)	-	-	

		FY 2024 Adopted Budget	5-Year Funded Capital Plan Amount	Additional Funds Needed
Major Projects		-	-	
4.1	Implement and Manage COMPASS software	-	-	
4.2	Harbor Capacity Study	-	-	
4.3	Impact Fee Study	-	-	
4.4	Building Permit Fee Study	-	-	200,000
4.5	Develop and Implement the Mobility Plan and associated Fees	-	-	
4.6	Update Business Tax Receipts (BTR) Fee Schedule and processes	-	-	
4.7	Research Stormwater Utility options and Funding	-	-	
4.8	Construct Capt Royal Melvin Heritage Park	-	-	
4.9	FDOT Median Improvement project	-	-	
4.10	Norriego Point Park Improvements Phase III - Recreation Components	-	-	
4.11	Renovate Clement Taylor Park (Pending Funding)	1,596,180	1,596,180	
4.12	Redevelop Joe's Bayou Recreation Area	-	-	
4.13	Continuity of streetlights/ Conversion to LEDS (In Progress)	-	-	
4.14	Implement prioritized stormwater improvements based on the Stormwater Master Plan	972,000	972,000	
4.15	Linear Park (in partnership with FPL) secure additional funding, complete design, secure required easements, construct trail	-	1,000,000	
4.16	Pickleball Courts: Secure additional Funding, acquire land, complete design and construct	350,000	350,000	
TOTAL for items on the Strategic Plan		\$ 47,073,920	\$ 55,550,370	\$ 200,000
TOTAL 5-Year CAPITAL BUDGET		\$ 59,736,470		
% FOR STRATEGIC PLAN		93%		

		FY 2024 Adopted Budget	5-Year Funded Capital Plan Amount	Additional Funds Needed
NOT ON COUNCIL OBJECTIVE LIST:				
5.1	Upgrades to Morgan Sport Center (Bathrooms; LED lighting; Artificial Infields; Field Lining Technology)	805,000	1,505,000	
5.2	Dredge Harbor Channel	110,100	110,100	
5.3	Upgrade/Remodel and expand Library	190,000	190,000	
5.4	Code Enforcement New Equipment	76,000	96,000	
5.5	Building Inspector New Equipment	40,000	40,000	
5.6	Hurricane Response (first 30 days; Debris Removal)	100,000	100,000	
5.7	Public Works Safety Committee - Intersection and Crossing Safety	100,000	500,000	
xxx	Other small projects	445,000	1,645,000	
	107 Study (Harbor)	-	-	1,500,000
	Upgrade/Remodel and expand Community Center	-	-	15,000,000
	North sidewalk of Mountan Drive	-	-	900,000
	Beach Circle culv Construction	-	-	125,000
	500 Osceola Dr culv Construction	-	-	125,000
	Crystal Beach one way study	-	-	12,755
	MMTD Master streetlighting study	-	-	150,000
	Traffic Calming measures	-	-	60,000
	Pine street extension - Design Only	-	-	150,000
	Design of park elements at Crosstown Road	-	-	150,000
	Stormwater - Replace piping; Re-establish Swales	-	-	150,000
	Mattie Kelly Naturwalk Outfall			1,200,000
	Other projects on Unfunded Detail List	-	-	12,778,525
TOTAL for additional projects not on Plan		\$ 1,866,100	\$ 4,186,100	\$ 32,301,280
<i>TOTAL for all projects</i>		<i>\$ 48,940,020</i>	<i>\$ 59,736,470</i>	<i>\$ 32,501,280</i>

FY 2024 ADOPTED CAPITAL BUDGET
by Governmental Activity

General Government

CENTR	City Center Feasibility Study	50,000
IT003	Other Hardware/Software Replacements	170,000
RR051	General Government	155,000
RRV51	Vehicles	23,000
Subtotal		398,000

Public Safety

CE002	Code Enforcement Equipment	30,000
CEVEH	New Code Enforcement Vehicles	46,000
BDVEH	New Inspector Vehicles	40,000
HURRIC	Hurricane Response	100,000
RR052	Public Safety	230,380
RRV11	Vehicles for Bldg Inspectors	76,000
RRV52	Vehicles for Public Safety (Code)	-
Subtotal		522,380

Physical Environment

ARP	Stormwater Infrastructure Projects	312,000
DREDG	Dredge Waterway Channels	110,100
RR053	Physical Environment (Stormwater, Cemetery)	75,000
SW56	Mattie Kelly Outfall at Joe's Bayou	175,000
SW57	CTP Stormwater Mitigation	60,000
SW58	Chickasaw Ct Stormwater Remediation	600,000
UNDER	Undergrounding	16,000,885
Subtotal		17,332,985

Human Services

RR056	Human Services (Food4Thought Bldg)	-
Subtotal		-

Transportation

EN615	Cross-Town Connector	9,003,151
RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1)	2,537,780
RRV54	Vehicles for Public Works	365,000
TR619	Sibert-Zerbe Parking Lot Consolidation	525,000
TRSAF	Intersection Safety	100,000
Subtotal		12,530,931

Economic Development

CRT17	Town Center CRA Easement Trail/Linear Park	-
HRB1	1 Harbor Blvd	9,100,000
CRH60	Pedestrian Pathway under Marler Bridge	-

CRT64	Town Center CRA Wayfinding Plan Signage	-
CRH64	Harbor CRA Wayfinding Plan Signage	-
Subtotal		9,100,000

Culture & Recreation

CM001	Beach Acquisition	4,969,622
LB002	Library Impact Fee Projects	190,000
MARIN	City Marina	50,000
RC124	Morgan's Children's Park Playground Structure	100,000
RC125	Buck Destin Restrooms	100,000
RC127	Pickleball Court	350,000
RC128	Morgan's Bathrooms/Storage/Fieldhouse	250,000
RC129	Morgan - Field Lighting (LED)	255,000
RC130	Morgan - Artificial Infields	200,000
RC131	Morgan - Field Lining Robot	-
RC216	Clement Taylor Park Renovations	1,596,180
RR571	Library	127,500
RR572	Parks and Recreation	749,922
RR573	Other Facilities (i.e. Museum)	4,500
RRV57	Vehicles for Parks & Recreation	113,000
Subtotal		9,055,724
GRAND TOTAL		48,940,020

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023**TYPE OF AGENDA ITEM:**

Action Item**AGENDA OUTLINE NUMBER:**

4.A.

TO: City Council**THRU:** Lance Johnson, City Manager
Kimberly Kopp, City Attorney**FROM:** Michael Burgess, Public Services Director**DATE:** 10/30/2023**SUBJECT:** Installation of No "U-Turn" signage on Airport Road, Council authorization

I. BACKGROUND: The areas listed below are often too narrow to allow vehicles to make a U-Turn without running off the pavement and on to the grass. This use promotes the production of "chug holes" which are an increased hazard to U-turning vehicles as the shoulder elevation is decreased and tires drop into these ruts/holes.

II. DISCUSSION: Staff would like the Council to consider "No U-Turn" signage be installed at the following locations:

1. Airport Road at Cedar Street, eastbound
2. Airport Road at Airport Vet Clinic, eastbound
3. Airport Road at Kell-Aire Drive, eastbound
4. Airport Road at Gulf Plaza (commercial development), northbound

Street-Level photos of the areas requested are provided as ATT's 1 thru 4. The Public Works/Public Safety Committee has reviewed staff's suggestions and recommended to Council that these additions be considered via a passed motion. The minutes of the meeting where this motion was passed is included as ATT5.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): The cost per installation is approximately \$150 plus staff time.

C. Level of Service (LOS): Improved safety and Right of way conditions.

D. Legislative Sponsor:

III. CONCLUSION: If approved, staff will order the required signage and poles. Installation will occur after these items have arrived.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to install "No U-Turn" signage at the locations provided.

Alternate Motion: I move that the City Manager be authorized to install "No U-Turn" signage at the following locations (*insert locations here.*)

Attachments:

1. ATT1: Airport Road at Cedar
2. ATT2: Airport Road at Airport Road Vet
3. ATT3: Airport Road at Kell Aire
4. ATT4: Airport Road at Gulf Plaza
5. ATT5: 8-15-23 pwps minutes









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**PUBLIC WORKS/PUBLIC SAFETY COMMITTEE
MEETING MINUTES DESTIN CITY HALL BOARDROOM
TUESDAY, AUGUST 15, 2023 - 5:30 PM**

1. CALL TO ORDER & PLEDGE OF ALLEGANCE:

Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, August 15, 2023, at 5:30 p.m.

2. ROLL CALL:

Members Present

Member Absent

Staff

James T. Wood, Jr.

John Green

Tom Weidenhamer

John Stephens

Sam Perman

Marcie Bell

Curtis Smith

Kim Montgomery Deputy City Clerk

Michael Burgess PW Director

JT Hart PW Deputy Director

Ryan Scott, City Engineer

3. APPROVAL OF MINUTES: July 18, 2023

Motion to approve the minutes of the July 18, 2023, minutes as written was made by Committee member Bell with Committee member Stephens providing the second. The motion passed 7-0.

4. NEW BUSINESS:

A) Traffic Calming, Kelly Street at Spring Lake Drive (Speed humps, All-Way Stop) discussion

Staff and the committee members discussed at length the ongoing speeding issues and concerns in the city and what they feel needs to be implemented to remedy the problems for the safety of the citizens. Mr. Burgess spoke of this being an ongoing topic to discuss.

Committee member Smith stated that the installation of stop signs is not the solution to slow down traffic and if anything, they aggravate drivers more so with having to stop so much.

B) Evergreen Intersection - Regulatory Sign Request, Ryan Scott City Engineer

Mr. Scott explained there is a crosswalk present but there are no advance cross walk signage in either direction of the immediate area and a citizen has requested for a 3-way stop sign to be installed. He explained further that there is one stop sign at the location of the request.

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Committee member Weidenhamer explained he went out to the location in his vehicle and although there was not any traffic at that time of day, this is a circle, and he does not feel the three way stop is warranted.

After additional discussion regarding the need to have consistency in signage in the city and the need to have stop sign warrant study performed first before stop signs are installed, **Chairman Wood made the motion to not recommend an all way stop at this location with Committee member Weidenhamer providing the second. The motion passed with a 6-1 vote with Committee member Bell dissenting.**

C) Mobility Plan, Survey Results, Update – Ryan Scott City Engineer

Mr. Scott asked for the members to provide him with their priorities so that he can share them with the consultants that are working with staff on this plan. After a brief discussion and some of the members stating they could not open the program, Mr. Scott stated that he would email it to them again and they could discuss at their next meeting.

D) Dolphin Point Public Parking Removal Request

Mr. Scott explained there are 8 public parking spaces that terminate at the Dolphin Point property and the HOA is requesting they be removed. They have agreed to pay for the removal and installation of the required landscaping, sidewalks and swales per code. He explained the reasoning for the request is because of their ongoing issues with people parking overnight even though there are no overnight parking signs, people using their private docks with people being picked up by liveries, and using their swimming pool. Additionally, the nearest beach access to this parking lot is 1.4 miles away and is too far and they would not be used for that. He explained that staff determined that these must have been a requirement of the County but was unable to locate any information from a public records request with the County, as to why.

Committee member Bell spoke of several issues that she is aware of that have taken place on Holiday Isle where the parking spaces in question have been used.

Motion by Chairman Wood for the Public Works Safety Committee to recommend City Council direct staff to remove the eight parking spaces located at the Dolphin Point Condominiums in accordance with their request, with Committee member Bell providing the second. Committee member Bell clarified that the motion is not to vacate the right of way. Mr. Scott explained that was their initial request when they first approached staff but that option was not allowed.

Committee member Weidenhamer stated that he wants it included in the motion that Dolphin Point Condo HOA will pay for the removal of the asphalt and the installation of all the required ROW including sidewalks, and landscaping.

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Mr. Scott explained that that is all part of the agenda item that he will be bringing to City Council, and it is very clear that Dolphin Point HOA will be paying for all of it.

Committee member Smith spoke of how sometimes, after removal of parking spaces, an issue comes up that there was a parking requirement for guests and he just wanted to make sure that everything has been properly researched before the work is done so there won't be any problems later. Mr. Scott stated that staff did a public records request with the County and they did not find any information for Dolphin Point.

Committee member Green suggested to staff to get everything in writing from the HOA for the project in order to get the process done smoothly.

Chairman Wood agreed to amend the motion to add the cost of the landscaping sidewalks and swale installation will be paid for by Dolphin Point HOA. With no further discussion, the motion passed 7-0.

E) Proposed No U-Turns locations on Airport Road, Regulatory Signage

Mr. Burgess explained to the members several areas along Airport Road where people are making U-Turns past the medians, they are driving off the pavement and creating chuckholes that Public Works staff repairs quite regularly, and staff feel that No U-Turn signs need to be erected.

Motion by Committee member Weidenhamer the Public Works/Public Safety Committee recommends City Council direct staff for No U-Turn Signage to be installed at the locations provided. Committee member Stephens provided the second. In discussion, Committee member Smith asked if there are any driveways or access points blocked by medians that may need the U-turns. Mr. Burgess pulled up Google Maps and showed the locations of where the chuckholes are being created and the distances from the turnarounds at the specified medians.

Mr. Hart explained the immediate areas they have identified seem to be the areas that most people tend to go off the road and cause ongoing issues with irrigation and landscaping.

Committee member Smith stated that he just wanted to make sure that people no longer being able to turn around wouldn't have to go down too far to turn around. **With no further discussion, Chairman Wood called for the vote and the motion passed 7-0.**

5. CONTINUING BUSINESS:

A) Flashing Pedestrian Crosswalk and other enhancement proposals, locations - Mr. Burgess explained that currently, these are being assembled by staff.

DRAFT

Motion by Chairman Wood to install the six crosswalk flashing pedestrian beacons at the locations indicated on the staff's agenda item, with Committee member Stephens providing the second. The motion passed with a unanimous vote of 6-0.

B) Stormwater/Floodplain Management Issues from the Committee or Public - Chairman Wood opened the public portion of the meeting for comment. With no one coming forward, he closed the public.

C) Public Works and Emergency Management Update - Mr. Hart provided the members with the current updates.

6. DISCUSSION

➤ Committee Member Discussion and Updates:

A) Marcie Bell – Thanked staff for the swale work but questioned about the different type of grass that was put down than what is already out there. She then asked if there is a possibility to have a crosswalk installed to get to the other side where the sidewalk is located at Destin Point and Gulfshore Drive. Mr. Burgess explained that there is not an ability to install ADA compliant surface to connect in the area. However, he and the City Engineer will discuss the situation further. As an additional solution, he will ask staff to put down the thermoplastic “STOP” as an additional visual in an effort to try to get the stop sign runners to actually stop.

B) Curtis Smith – Mentioned that if staff has any pull with getting the County to restripe their roadways, noting that a lot of areas need to be restriped. According to Mr. Scott, he has been in discussions with the county regarding annexation and has provided them with a maintenance breakdown and associated cost estimates, however currently, he has not received a response.

7. ADJOURNMENT:

Having no further business at this time, the meeting adjourned at 7:10 p.m.

Adopted and approved this _____ day of _____ 2023.

John Green, Vice Chairman

Kim Montgomery, Deputy City Clerk

2023-7179

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023**TYPE OF AGENDA ITEM:**

Presentation**AGENDA OUTLINE NUMBER:**

4.B.

TO: City Council**THRU:** Lance Johnson, City Manager
Louis Zunguze, Community Development Director
Kimberly Kopp, City Attorney**FROM:** Ryan Scott, City Engineer**DATE:** October 23, 2023**SUBJECT:** Florida Power and Light (FPL) Undergrounding Overlay Maps
(October 16, 2023: Councilmember Bagby requested that a GIS map showing electrical line locations be provided to the council when Ordinance 23-15-CC is brought back for second reading).

I. BACKGROUND: At the City Council meeting held on October 16, 2023, it was requested of staff that a map be created to show the schematic Florida Power and Light (FPL) design for the Undergrounding Project from the Marler Bridge to Airport Road.

II. DISCUSSION: Attached is a five-sheet layout showing the schematic design, including the associated laterals, along with a Google Earth file for reference as requested by City Council.

**If you have Google Earth and would like to view the overlay [click here](#)*

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): N/A

C. Level of Service (LOS): N/A

D. Legislative Sponsor:

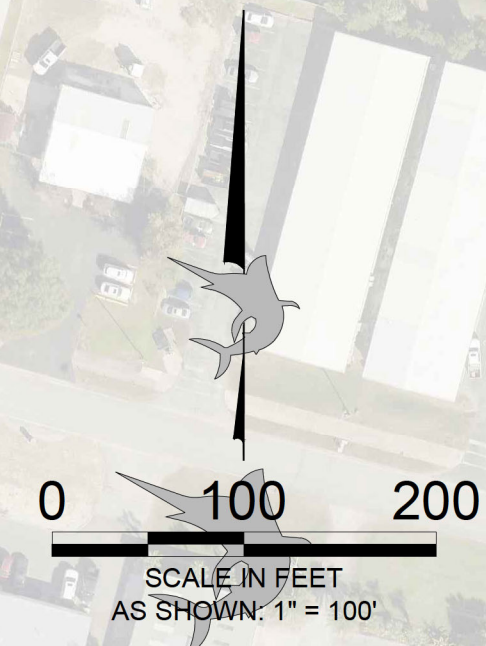
2023-7179

III. CONCLUSION: The maps and Google Earth files are schematic in nature and are intended to be for informational purposes only.

IV. RECOMMENDED MOTION: For informational purposes only.

Attachments:

1. Overall FPL US98 Overlay



CALHOUN AVE

SIBERT AVE

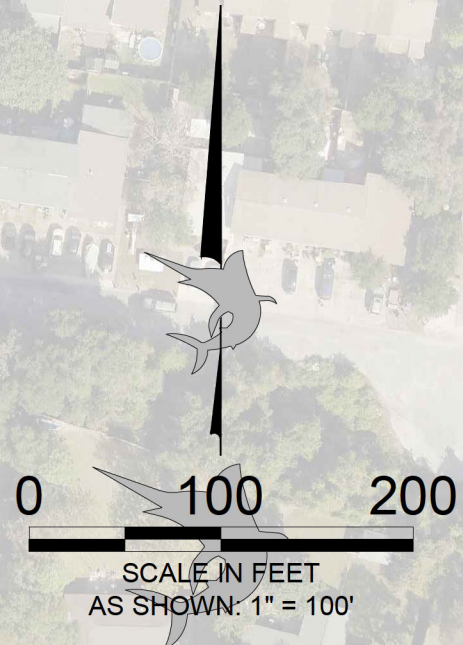
STAHLMAN AVE

PALMETTO ST

HARBOR BLVD

MARLER ST

SCALE: 1" = 100'
SHEET 1 OF 5



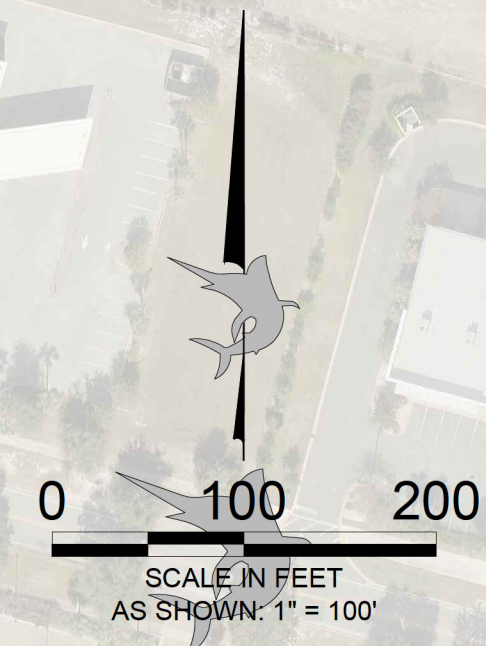


BEACH DR

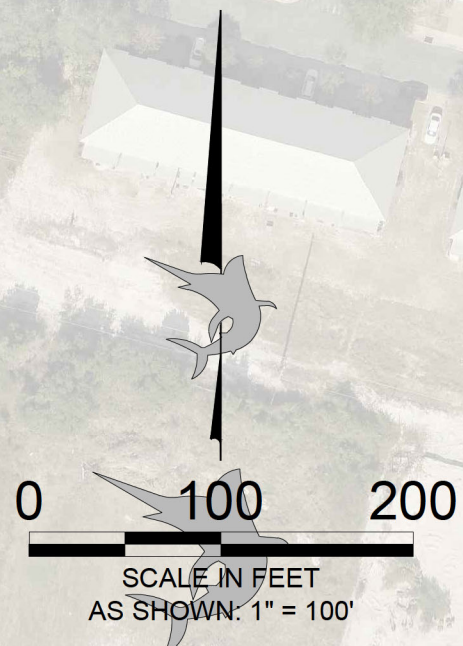
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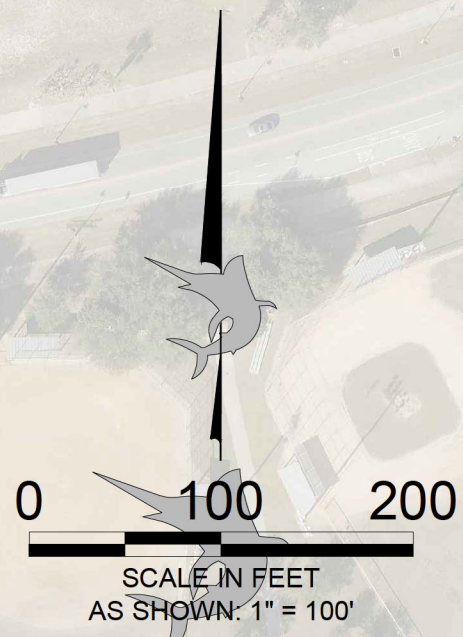
HARBOR BLVD

GULF SHORE DR



SCALE: 1" = 100'
SHEET 3 OF 5





CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023**TYPE OF AGENDA ITEM:**

City Manager Report**AGENDA OUTLINE NUMBER:**

4.C.

TO: City Council**THRU:** Lance Johnson, City Manager**FROM:** Kimberly Kopp, City Attorney**DATE:** November 1, 2023**SUBJECT:** Proposal for Destin-Fort Walton Beach Ferry System

I. BACKGROUND: As you are aware, Emerald Coast Rider is the public transportation agency that serves Okaloosa County. It was founded in 1987 and offers deviated fixed route bus service and limited paratransit service countywide.

Emerald Coast Rider has requested a Comprehensive Operative Analysis (COA) for its transit network, which is currently being undertaken by HDR. HDR has provided preliminary findings to EC Rider, as will be further detailed below. A COA is defined as a thorough review of the systems to determine whether the system has the resources it needs to meet the community it serves. The goal is to identify systemic or route-level changes to improve the service while at the same time not adversely affecting the current users, to evaluate the current system and to test different alternatives. The system is comprised of five routes that serve the Fort Walton Beach area, one that serves Okaloosa Island, and three routes that serve the Destin/South Walton areas. Express bus service is also provided to the City of Crestview to help residents access services in the Niceville and Fort Walton Beach area and connect to the rest of the transit network. The service operates from Monday to Friday and provides access to major activity centers, such as Walmart, Elder Services, and a Northwest Florida State College Campus.

II. DISCUSSION: Upon receipt of the preliminary findings from HDR, the Okaloosa County Transportation Advisory Board has granted its approval for the examination of a

2023-7206

proposed ferry system linking Destin and FWB. This initiative is in response to the inefficiencies observed on the Destin-FWB route. The study hopes to provide a comprehensive assessment of the feasibility and viability of the proposed ferry system. This will increase the investment of the study by \$51,144.23 and the length by 90 days.

The current proposal involves establishing a ferry system that will link the regions of Destin and Fort Walton Beach. However, it is important to note that the ferry system holds the potential to extend to additional locations across Okaloosa and Walton County. Mayor Wagner has already held discussions with the leadership at Bay Towne Wharf, and they have expressed a keen interest in collaborating to expand the ferry system to their marina.

Mayor Wagner would like to reach out to the City of Fort Walton Beach next, at its November or December meeting.

The Finance Department of Destin has identified two federal grants, namely RAISE and Justice40, which align well with the present and future scope of the ferry system. These grants present a viable opportunity for the ferry system to expand and improve its operations. The department's assessment of these grants suggests that they are suitable for the ferry system's financial and operational requirements.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: Mayor Wagner

III. CONCLUSION: In order to demonstrate a collaborative partnership among the three organizations, we have proposed a comprehensive cost breakdown and a meeting schedule that will be presented to each organization. This proposal has been carefully crafted to showcase the shared responsibilities and mutual interests of each group, with the ultimate goal of fostering a stronger sense of unity and cooperation between everyone.

Cost Share

Destin 25% = \$12,786

FWB 25% = \$12,786

Okaloosa County 50% = \$25,572

Meeting to present

Destin on Nov. 6th

FWB's on Nov. 14th

Okaloosa BCC Nov. 21st

IV. RECOMMENDED MOTION:

Attachments:

1. FINAL Goals & Objectives Tech Memo
2. ECRiderCOA_change_order
3. BSW_Okaloosa_COA_Fee Estimate

2023-7206

ITEM #

4. ECRiderCOA_change_order
5. RAISE and Justice40 Priorities



eC RIDER

COUNT ON THIS RIDE



Goals & Objectives Technical Memorandum

July 2023



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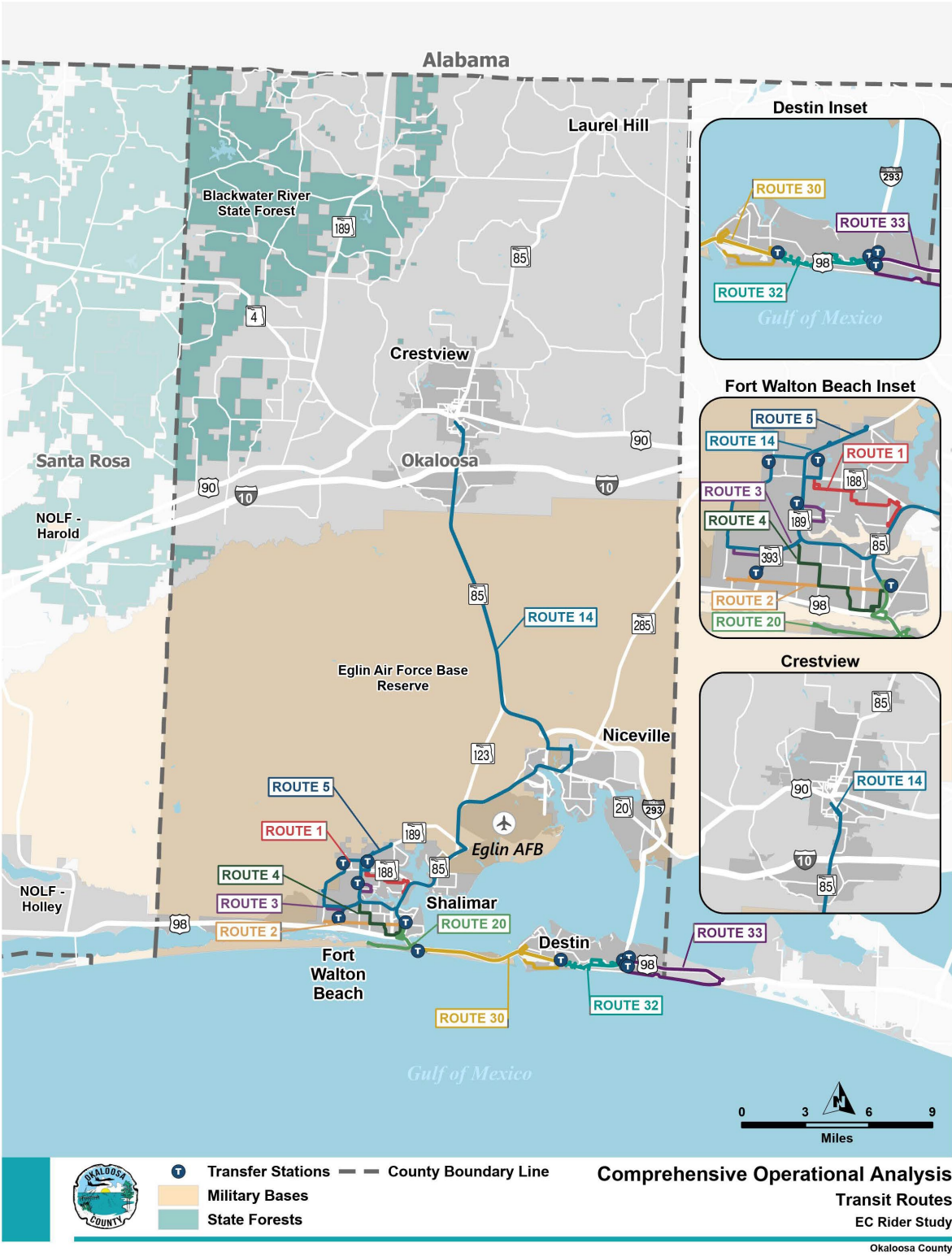


1.0 Introduction

EC Rider has requested a Comprehensive Operative Analysis (COA) for its transit network. A COA is defined as a thorough review of the systems to determine whether the system has the resources it needs to meet the community it serves. The goal is to identify systemic or route level changes to improve the service while at the same time not adversely affecting the current users. This Technical Memorandum (TM) identifies the Goals & Objectives to develop Key Performance Indicators (KPIs) to evaluate the current system and to test different alternatives.

EC Rider is a safe, affordable, and convenient bus system which provides service to the residents, visitors, and service members within Okaloosa County, Florida through its fixed route bus network. The system is comprised of five routes to serve the Fort Walton Beach area, one which serves Okaloosa Island, and three routes to serve the Destin/South Walton areas. Express bus service is also provided to the City of Crestview to help residents access services in the Niceville and Fort Walton Beach area and connects to the rest of transit network. The service operates on Monday to Friday and provides access to major activity centers, such as Walmart, Elder Services, and a Northwest Florida State College Campus. The EC Rider system shown in **Figure 1** serves as the study area for this COA.

Figure 1. Existing Service Area



2.0 Purpose & Need

The Purpose and Need section provide the basis for completing the COA. Residents, visitors, and businesses within the EC Rider Service area need an effective transit system to lessen roadway congestion and provide a low-cost alternative to travel through the community. The Purpose and Need for the COA is established by summarizing the performance of the current transit system as it compares to peers and by reviewing local plans and regulations that guide the development and operation of the system.

2.1 Transit System Performance

When compared to its peer agencies as summarized in the EC Rider Transit Development Plan FY2022-2031 Major update, the EC Rider system performs significantly worse. These peer systems operate in similarly sized communities (**Figure 2**). However, EC Rider carries the fewest number of passengers annually (**Figure 3**). As a result, EC Rider provides the second least amount of service in terms of Revenue Miles (**Figure 4**) and Revenue Hours (**Figure 5**). It also has the longest headway (time between buses) amongst its peer group (**Figure 6**).

Figure 2. Peer Comparison of Service Area Population

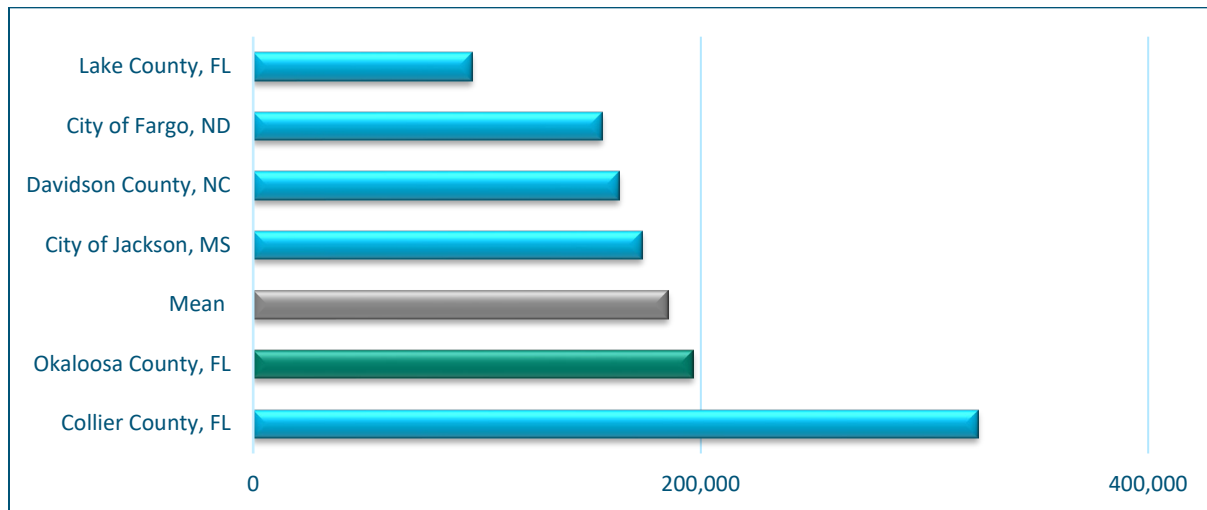


Figure 3. Peer Comparison of Passenger Trips

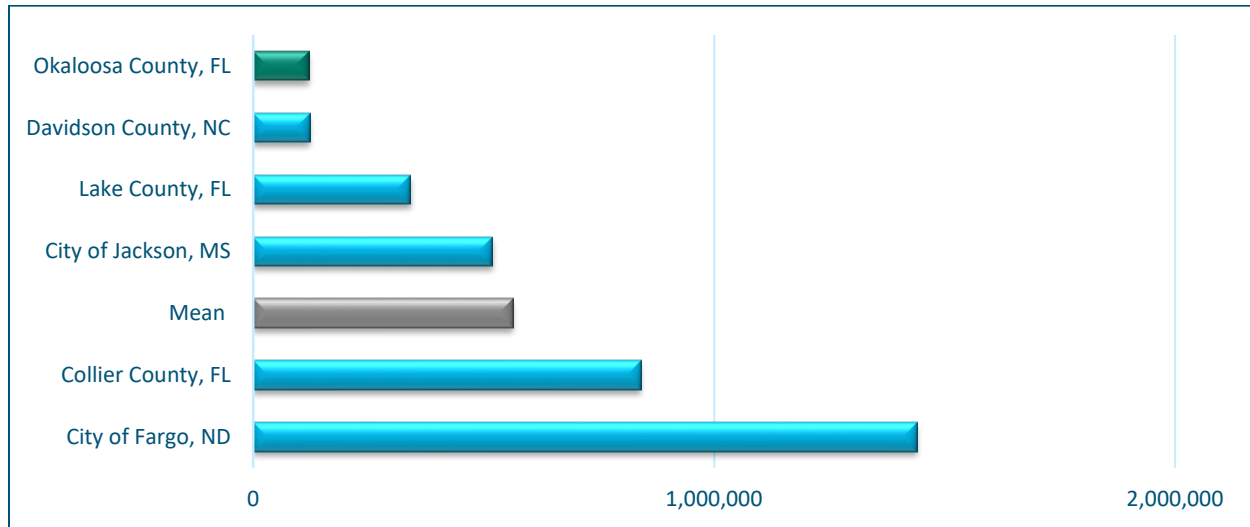


Figure 4. Peer Comparison for Revenue Miles

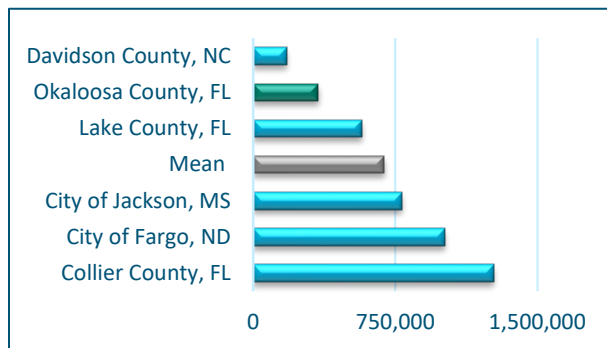


Figure 5. Peer Comparison of Revenue Hours

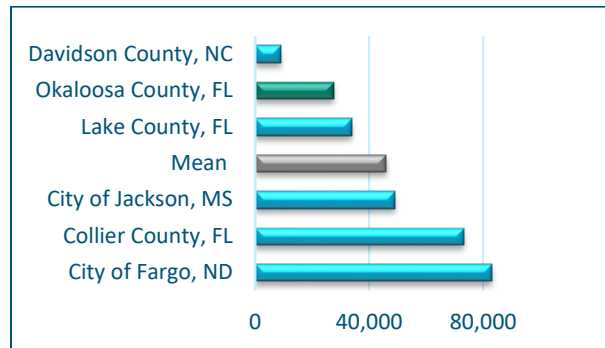
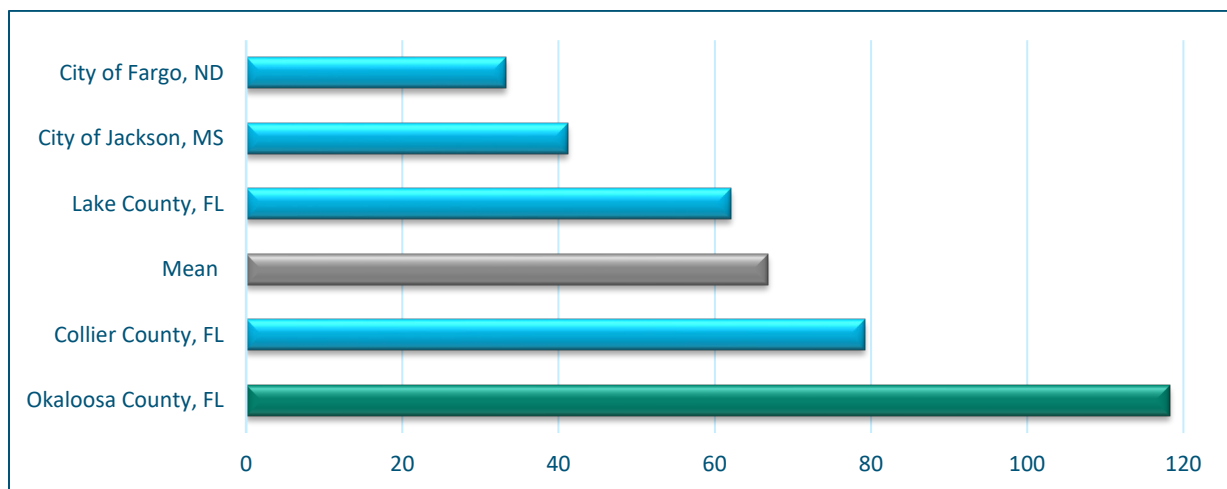
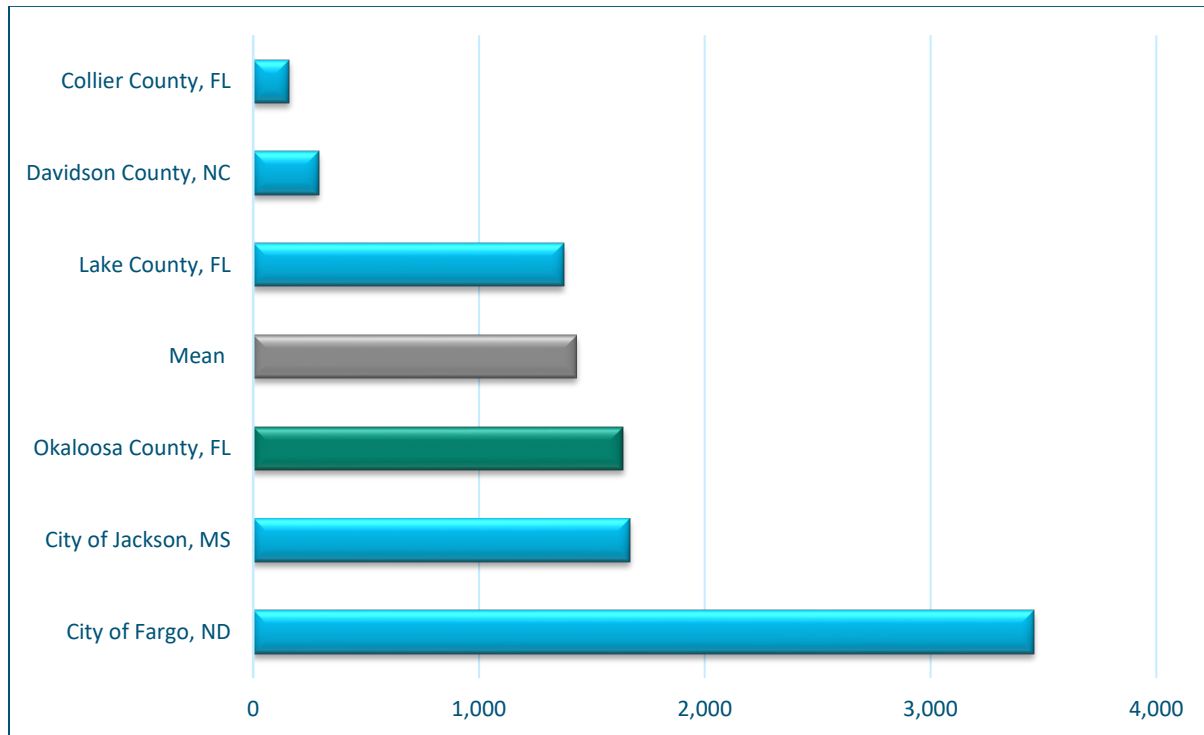


Figure 6. Peer Comparison of Average Headway



However, the service area density comparison (**Figure 7**) shows that Ocala has a higher population density than mean indicating that there is potential to improve the overall performance of the system.

Figure 7. Peer Comparison of Service Area Population



One of the challenges, however, to achieving this ridership potential is the difference in travel time between transit and personal automobile use. **Table 1** shows transit will take significantly longer for most trips than the automobile. For example, traveling From the Santa Rosa Mall to the Fort Walton Beach Medical Center, the percent difference of 101% which is more than double that of the automobile travel time. Per a report on best practices from the University of South Florida's (USF's) Center for Urban Transportation Research (CUTR), a ratio of 2 is generally the upper end of what the travel time should be between transit and the automobile¹ The higher percentages generally occur between the beaches and the county, as riders need to traverse west on the congested US-98 and transfer at Elder Services. Furthermore, because the beach routes are "chain linked," up to three transfers on the beach routes alone can occur before reaching Fort Walton Beach. The highest percentages occur when traveling between The Shoppes at Paradise Key and Niceville at approximately 700%. This means that traveling by transit is eight times the travel time

¹ Mistretta, M. et al (March 2009). *Best Practices in Transit Service Planning*. National Center for Transit Research (NCTR), Center for Urban Transportation Research, University of South Florida.



of traveling by the automobile between these locations. The average percent difference is 209%, meaning that the average transit trip's travel time is triple the travel time of the automobile between the same two locations.



Goals & Objectives Tech Memo

Table 1. Travel Time Matrix

		Niceville	Eglin AFB	Elder Services	FWB Med Center	NWFSC FWB	Walmart FWB	Santa Rosa Mall	Okaloosa Island	98 Palms	Paradise Key	Silver Sands	Average
	Crestview												
		40%	71%	65%	215%	303%	162%	169%	111%	223%	399%	433%	199%
	0%		0%	56%	265%	361%	145%	155%	104%	307%	701%	565%	242%
	0%	0%		25%	282%	456%	83%	165%	152%	246%	345%	280%	185%
	8%	33%	43%		56%	53%	44%	4%	293%	397%	394%	447%	161%
	91%	264%	461%	45%		4%	0%	59%	267%	321%	353%	396%	205%
	86%	241%	388%	53%	0%		144%	233%	291%	336%	365%	382%	229%
	83%	233%	261%	159%	50%	144%		52%	419%	425%	438%	428%	245%
	74%	124%	117%	36%	101%	281%	94%		346%	377%	405%	450%	219%
	24%	48%	95%	23%	150%	156%	164%	101%		92%	263%	335%	132%
	121%	225%	165%	164%	179%	170%	180%	176%	0%		116%	309%	164%
	270%	690%	342%	261%	354%	374%	247%	224%	172%	39%		100%	279%
	287%	467%	275%	202%	297%	291%	275%	193%	182%	151%	58%		244%
Average	76%	190%	194%	89%	165%	230%	126%	134%	215%	276%	378%	375%	209%

2.2 Local Documents & Regulatory Review

A review of federal, regional, and local plans, programs, land development codes, and other studies that could influence transit operations, infrastructure, and policy was conducted to understand the potential implications for EC Rider service.

2.2.1 Regional and Local Planning Documents

As evidenced by the Regional & Local Planning Documents for municipalities within the EC Rider Service Area (**Table 2**), there is a desire for an effective, efficient transit system.

Table 2. Summary of Reviewed Local Documents

Document	Overview	Key Consideration for Situational Appraisal
Okaloosa County Comprehensive Plan (2009)	Guides development, land use decisions, preservation of existing transportation infrastructure, and transportation improvements	• Provide a safe, economic, and efficient transportation system that maximizes the mobility of people and goods • Provide a cooperative, continuing, and comprehensive transportation process • Provide a transportation system in harmony with environmental, social, economic, and aesthetic features of the area • Provide an energy efficient transportation system • Effectively coordinate with adjacent local governments, regulatory agencies, and service and facility providers to ensure a comprehensive approach to planning
Okaloosa County Land Development Regulations (LDR)	The LDRs contain specific and detailed provisions necessary or desirable to implement the adopted comprehensive plan.	• Public transit facilities, amenities and other improvements that support alternative modes of transportation may be required for developments based on the intensity of the development • Consultation with EC Rider is required for developments located along transit routes • Developments with 50+ multi-family residential units may be required to provide transit shelters compliant with the Americans with Disabilities Act (ADA) • Non-residential developments greater than 200,000 sf, non-residential developments of 50,000–200,000 sf, and non-residential developments or single- or multi-tenant office buildings of less than 50,000 sf may be required to provide the following: Pedestrian/bicycle improvements; bus stop w/curb cut; transit stop shelter w/seating

Document	Overview	Key Consideration for Situational Appraisal
Okaloosa County Transportation Disadvantage Service Plan (TDSP) FY 2018-2022	The TDSP provides agencies, coordinators, planners, and citizens with a blueprint for coordinated service, a framework for service performance evaluation and a means to project vision in the transportation disadvantaged services for the future.	- Continue to efforts to move customers from dial-a-ride door-to-door service onto the fixed route system - Offer incentives such as free passes for transitioning dial-a-ride users to fixed route - Pursue educational and marketing opportunities for the dial-a-ride system through training, new applicant education, brochures, and presentations to community and civic groups
City of Crestview Comprehensive Plan	Primary policy document concerning land use, transportation, and other planning matters for Crestview.	- Provide a safe, cost effective and functional roadway and transportation system for all residents and visitors to the City of Crestview - The timely and efficient provision of public facilities using sound fiscal policies
City of Crestview Comprehensive Transportation Plan 2020	The over-riding objective of the plan is to identify strategies to reduce demand for local traffic using SR 85, and to provide options in routing and use of nonauto modes for all travelers. As such, Crestview's Comprehensive Transportation Plan addresses roadways, transit, and bicycle and pedestrian modes.	- Establish a complete streets policy in cooperation with the Okaloosa-Walton TPO to ensure transportation projects are fully designed to comfortably accommodate all users, including bicycling, walking, and transit projects - Increase the percentage of households in Crestview that are within ¼ mile distance (or five-minute walk) of Okaloosa County Transit service - Work with Okaloosa County Transit to ensure the integration of transit facility improvements into site development and roadway projects - Establish policies that support the development of existing and planned activity centers in locations with existing or planned transit service - In cooperation with Okaloosa County Transit, encourage employers and developers to implement strategies, such as site development, reduced on-site parking, bus pass programs, guaranteed ride home programs and other demand management efforts, to help increase transit ridership

Document	Overview	Key Consideration for Situational Appraisal
City of Crestview Community Redevelopment Plan (CRA)	The Community Redevelopment Agency Plan is an extension of the City of Crestview Strategic Plan 2020. The goals found in this plan, though specific to the district, are consistent with the overall strategic plan for the City of Crestview.	- Strategies to revitalize downtown include streetscape plan, marketing, a main street program, expand free parking, and single-family infill housing - No provisions regarding transit included in the CRA plan
City of Ft. Walton Beach Comprehensive Plan	Primary policy document concerning land use, transportation, and other planning matters for Fort Walton Beach.	The city has implemented a Transportation Concurrency Exception Area (TCEA) in Fort Walton Community Redevelopment Area that promotes construction of transit in certain districts as optional
City of Ft. Walton Beach Community Redevelopment Plan (CRA)	The 2018 CRA Plan update, documents the assessment to evaluate the 2012 strategic goals and priorities and the CRA's planning and programming initiatives.	- Reclaim excess right-of-way space dedicated to cars, particularly along Eglin Parkway through road dieting to expanding mobility to other modes, such as providing on-street parking, bike lanes, dedicated bus lanes, landscape areas, and pedestrian crossing bulb-outs/islands - Coordinate with EC Rider to extend existing bus routes and include additional transit stops in the CRA - Enhance the transit stops to improve safety (bus shelters, benches, and signage), meet Americans with Disabilities Act requirements and appearance of the CRA
City of Valparaiso Comprehensive Plan	Primary policy document concerning land use, transportation, and other planning matters for the Valparaiso.	There is no mass transit system within the City of Valparaiso nor is one planned during the planning period. Similarly, there are no airports, rail lines or deep-water ports located within the City. Therefore, there are no goals, objectives or policies relating to these issues within this plan.
City of Destin Comprehensive Plan (2020)	Primary policy document concerning land use, transportation, and other planning matters for Destin.	Future Land Use Element designates transit-supportive development patterns with high densities, intensities and mix use in Calhoun, Harbor CRA, North and South Harbor, East Harbor, Holiday Isle, Town Center CRA, Gulf Resort, Bay Resort, and Crystal Beach.
City of Niceville Comprehensive Plan: 2035	Primary policy document concerning land use, transportation, and other planning matters for Niceville.	Currently contains no transit-specific policies, aside from coordinating with the appropriate agencies to plan for transit. No mass transit within city, nor is any planned during the planning period.

Document	Overview	Key Consideration for Situational Appraisal
Town of Shalimar Comprehensive Plan	Primary policy document concerning land use, transportation, and other planning matters for Shalimar.	- Currently contains no transit-specific policies, aside from coordinating with the appropriate agencies to plan for transit. No mass transit within city, nor is any planned during the planning period. - There is a transit stop within the Town and additional express service routes are identified in the Okaloosa-Walton Transportation Planning Organization (TPO) Transit Development Plan.
Bob Sikes Airport Master Plan Update	Planning guidance to ensure that airport facilities within the region meet both short- and long-term demand for services.	- Continue to provide and enhance the level of service provided to all Airport users. - Provide planning and development guidance to satisfy anticipated aviation demand and stimulate Airport development and the local economy. - Develop an Airport that supports local and regional economic goals while accommodating new opportunities or shifts in development patterns. - Ensure adequate and convenient ground access to the Airport.
Destin-Fort Walton Beach Airport Master Plan Update	The Master Plan provides an understanding the future of aviation demand, and how VPS would need to meet that demand with design criteria and facility requirements.	- Provide planning and development guidance to satisfy anticipated aviation demand and stimulate Airport development and the local economy. - Develop an Airport that supports local and regional economic goals while accommodating new opportunities or shifts in development patterns.
Eglin Air Force Base Joint Land Use Study	Promotes cooperative land use planning between the military installations of the area with adjacent communities.	- Involve local cities and counties within the project study area that will include portions of Okaloosa, Santa Rosa, and Walton Counties. - Identify appropriate regulatory and non-regulatory measures to ensure compatibility between existing and future land uses. - Increase communication and cooperation between Eglin AFB and neighboring local governments.

2.2.2 State

State level regulations, although superseded by Federal regulations, are robust and important to comply with for Transportation Systems. EC Riders transit system falls under the jurisdiction of the Florida Department of Transportation (FDOT). FDOT's transportation planning is informed by the Florida Transportation Plan (FTP). Although not specifically required under state planning laws, a COA is an important part of an overall good planning document and improving service means that the EC Rider System will come into better compliance with overall planning recommendations.

2.2.2.1 *Florida Transportation Plan (FTP)*

The 2060 Florida Transportation Plan (FTP) is a fundamental transportation plan for all of Florida, including local, regional, and state partners who make decisions about future transportation investments. It creates a shared vision for the future of transportation in Florida and the goals, objectives, and strategies to achieve this vision over the next 50 years.

The main planning emphasis areas within the FTP that pertain to this project are:

- **SAFETY**
- **TRAVEL TIMES**
- **INFRASTRUCTURE**
- **EQUITY**

Safety

Overall reduction of risk for the safety and security of the public is one of the most important factors for a transit system. EC Rider should try to focus on providing a system which minimizes all risks to passengers, the public and the operators of the system itself.

Travel Times

Reducing travel times across transit systems in the state of Florida is imperative for any transportation system. EC Rider should focus on improving the On Time Performance (OTP) of its fixed route system to ensure seamless mobility in a timely manner.

Infrastructure

Creating and maintaining resilient and quality infrastructure is an important aspect of Transportation systems in the state of Florida. EC Rider should maintain infrastructure that is resilient and adaptive to the needs of its customers, technology, and business models within its service area.

Equity

Transportation choices in Florida should improve equity and accessibility. EC Rider should provide safe, affordable, and convenient ways for people from all backgrounds to access vital locations for work, education, and healthcare needs.

All these areas of emphasis should play a role in planning for transportation systems within the state of Florida.

2.2.3 Federal Planning Factors (FAST Act)

Federal, State and Local governments all require planning of transit systems and related networks. Coming into compliance is important for the EC Rider System to receive continued funding, grants, and other monetary awards. The recently passed Infrastructure Investment and jobs act builds on this planning imperative by making clear what aspects of transportation planning are a priority and requirement under federal law.

Infrastructure Investment and Jobs Act (IIJA), also known as the “Bipartisan Infrastructure Law” was signed into law in 2021. The IIJA serves as the primary transportation legislation and provides funding for related projects from 2022-2026. The bill carries forward the planning factors identified in previous legislation (FAST Act) that shall be considered as part of the review of projects and plans. Portions of the act which are most related to the EC Rider System are the following:

- **TRAVEL AND TOURISM**
Enhance travel and tourism within public transportation systems.
- **SYSTEM EFFICIENCY**
Promote efficient system management and operation.
- **ECONOMIC VITALITY**
Support the economic vitality of the metropolitan area, especially by enabling productivity and efficiency.
- **SAFETY**
Increase the safety of the transportation system for motorized users.

All these factors contribute to the goals and objectives of a successful transportation system and the success of the EC Rider system.

3.0 Goals, Objectives, and Key Performance Indicators (KPI's)

In accordance with the current rider environment in EC Riders service area, Goals and Objectives were developed to further enhance the overall effectiveness of the system to its riders in the Emerald Coast and the surrounding areas. The Goals and Objectives were created as principles to guide in the analysis of the system and how it could be improved in a quantifiable, measured, and impactful way. Establishing these Goals and Objectives at the beginning of the update process helps to make certain that the update will collect only the data which is essential to the communities' critical needs.

The three GOALS for the organization to focus on are:

1. **RIDERSHIP** - Provide service to major areas of activity while implementing policies and procedures which aid in overall safety and reliability for users (**Table 3**).
2. **TECHNOLOGIES/SERVICES** – Form the foundation for all-encompassing system growth through the integration of new modes, funding options, and improving the rider experience (**Table 4**).
3. **EFFICIENCY** – Prioritize system efficiency by making proper use of both intelligent systems and network design (**Table 5**).

Table 3. Ridership Goal

GOAL 1: EC Rider shall implement policies, actions, and procedures to Increase ridership by providing service to major areas of activity, increase visibility, and improve on-time performance	
Proposed Objectives	KPI
Objective 1.1: EC Rider shall implement policies, actions, and procedures to increase ridership by providing service to major areas of activity.	Number of major activity centers served.
Objective 1.2: Improve access to key jobs, services, housing, and other activities needed by low-income populations.	Number of jobs, services, housing, and other areas accessible within a 45-minute in-vehicle transit travel time.
Objective 1.3: System visibility and accessibility to be increased through improvements of the EC Rider system.	Perceived level of network awareness as measured through route-miles on major collectors or above.
Objective 1.4: Maximize Reliability by improving On Time Performance (OTP).	Number of routes averaging at least an 80 percent OTP.

Table 4. Technology Goal

Goal 2: Establish a foundation for system growth through mode integration, new funding options, and an improved rider experience.	
Proposed Objectives	KPI
Objective 2.1: Add real time location data or other modes to improve reliability and transit options.	Existence of a smartphone application and/or other data portal that provides real-time bus location.
Objective 2.2: Identify new funding resources EC Rider could leverage.	Number of new funding sources and/or partners beyond federal/state formula funds and local match requirements.
Objective 2.3: Implement app-based fare System to prioritize speed and efficiency at rider onboarding stops.	Existence of a smartphone application which allows for cashless boarding.
Objective 2.4: Improve bus stops to include updated signage and add benches/shelters or other amenities where appropriate.	Percent of bus stops with benches/shelters or other amenities.

Table 5. Efficiency Goal

Goal 3: EC Rider shall prioritize efficiency by making use of intelligent system and network design.	
Proposed Objectives	KPI
Objective 3.1: Decrease transit travel time between the municipalities and major activity centers.	Average in-vehicle travel time between municipalities and major activity centers.
Objective 3.2: Increase system efficiency through effective route design that decreases revenue miles while maintaining/improving overall system coverage	Number of revenue miles.
Objective 3.3: Streamline routes by minimizing deviations, use of low-speed roads, and/or unprotected left turns.	Average speed per route.

4.0 Potential Strategies and Key Takeaways

Strategic planning in fulfilling the Goals and Objectives of the EC Rider transit system is integral to a successful, efficient, and intelligent network. The objectives for each goal must have a proper strategy for the fulfillment of each Key Performance Indicator (KPI). Without such strategies implementation of EC Riders objectives will be difficult. Below is an outline of possible strategies to help ensure the success of the EC Rider system with regards to these specific goals. All of the strategies mentioned below are preliminary and may change and/or be removed as the Comprehensive Operative Analysis continues through all of its phases. The Strategies below are merely suggestions that will need to be properly supported by data, evidence, and analysis of the EC Rider System.

GOAL 1: EC Rider shall implement policies, actions, and procedures to increase ridership by providing service to major areas of activity.

Objective 1.1 Strategy: EC Rider shall implement policies, actions, and procedures to increase ridership by providing service to major areas of activity.

Potential strategies could involve improving service frequency or adding service. Higher frequencies and/or additional service provide riders additional travel options to access jobs, retail education, recreation, or other services.

Objective 1.2: Improve access to key jobs, services, housing, and other activities needed by low-income populations.

Public transportation is a vital service to many low-income populations, especially those without regular access to a car. An effective transit network is one that provides consistent, reliable access to jobs, services, housing, and other activities needed by these individuals. Routes should be designed that provide the maximum amount of access as defined by the number that can be reach in a short travel time.

Objective 1.3 Strategy: System visibility and accessibility to be increased through improvements of the EC Rider system.

If transit is confined to local streets, parking lots, or other side roads, it is not seen as an alternative to the personal automobile. Potential riders need to see that there is/are bus route(s) that travel generally the same path they do each day. This increased visibility provides the connection that the service exists and could be used as part of a person's daily routine. Increased visibility is accomplished through placing routes on streets and in areas, where appropriate, and where there is a high level of activity.

Objective 1.4 Strategy: Maximize Reliability by improving On Time Performance (OTP).

Consistent, reliable service provides a level of trust to encourage further use of the system.

GOAL 2: Establish a foundation for system growth through mode integration, new funding options, and an improved rider experience.

Objective 2.1: Add real time location data or other modes to improve reliability and transit options.

Use apps or other web-based platforms to possibly create a usable resource for riders. A technology centered user experience could both be more convenient for users and more cost efficient for the EC Rider System. Riders which have access to Real time location data can more effectively plan their trips and have better knowledge of when a bus is delayed or arriving earlier than expected.

Objective 2.2: Identify new funding resources EC Rider could leverage.

The EC Rider system relies heavily on State and Federal grants to provide the best service for its riders. However, there are other funding opportunities the agency could pursue. This includes increased local contributions and forming partnerships with key stakeholders such as the Tourist Development Council. These additional resources could be used to expand the system and/or increase frequencies to reach new areas and attract new riders.

Objective 2.3: Implement app-based fare system to prioritize speed and efficiency at rider onboarding stops.

Increasing fares in areas where the increases can be absorbed and creating a simple mobile payment fare option for all riders could be beneficial to the EC Rider System. Although more traditional methods of fare capture like scannable bus passes can still be used, integrating an online fare system could increase OTP as drivers and riders will be able to verify fare payments quickly online.

Objective 2.4: Improve bus stops to include updated signage and add benches/shelters or other amenities where appropriate.

Rider comfort is improved when riders know that they are at the right stop, the stop is in a safe/secure location, and there are amenities, such as benches or shelters, to make waiting for the stop a pleasant experience. This is accomplished through placing stops in well-lighted locations and ensuring that the signage contains information on what routes stop there by periods.

Additionally, stops with significant ridership should have a bench or shelter to provide relief from the environment and a comfortable place to wait.

GOAL 3: Goal 3: EC Rider shall prioritize efficiency by making use of intelligent system and network design.

Objective 3.1: Decrease transit travel time between the municipalities and major activity centers.

For the EC Rider System to be seen as a viable alternative, it must have a travel time that is not much longer than the private automobile. It is understood that riding transit is typically slower than the automobile due to having to stop to pick up and drop off passenger, but direct routes, stop consolidation, and intelligent transportation system improvements can all be used decrease the overall trip travel time.

Objective 3.2: Increase system efficiency through effective route design that decreases revenue miles while maintaining/improving overall system coverage.

Routes should be designed with a specified purpose (i.e. providing direct access to Northwest Florida State College), operate along a single corridor(s), and intersect other routes at safe and efficient transfer locations.

Objective 3.3: Streamline routes by minimizing deviations, use of low-speed roads, and/or unprotected left turns.

Deviations, traveling through parking lots, operating on local streets, and/or unprotected left turns all provide opportunities to significantly slow the bus down, increasing travel time. Additionally, deviations only benefit the small number of individuals that who are traveling to that destination at the expense of the other riders. Un-protected left turns can add time to the route by having the operators waiting for breaks in the traffic as well as blocking automobiles behind the bus. Local streets have lower speed limits and may include features such as speed bumps which impede the bus's operation. To the extent possible, these should be avoided.

5.0 Next Steps

The EC rider system has the potential to increase Ridership (GOAL 1) implement and improve technology use (GOAL 2) and increase overall system efficiency (GOAL 3). Outlining these Goals & Objectives helps to facilitate the future steps in the COA of the EC Rider system. This COA will review the system's current efficiency and effectiveness with the **primary objectives** being the following:

1. Identifying any changes needed for the system
2. Identifying any route changes needed for the system
3. Improving the overall systems efficiency in all aspects
4. Maintaining or growing overall ridership of the system

Assessment of the current system follows the development of the Goals & Objectives of a COA. This assessment is already underway following the June 12th site visit. From these findings a route analysis with individual route profiles will be produced to assess the specific needs of each individual route's unique characteristics.

Booker Tyrone Parker

Transit Division Manager

(850) 609-7003

600 Transit Way

Fort Walton Beach, FL 32547



EXHIBIT A

TASK ORDER No. 21, Revised (date) _____

This Task Order pertains to an Agreement by and between Okaloosa County ("OWNER"), and HDR Engineering, Inc. ("CONSULTANT"), dated March 27, 2023, ("the Agreement"). CONSULTANT shall perform services on the project described below as provided herein and in the Agreement. The original Task Order is modified with this Revision. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 21

PROJECT NAME: EC Rider Comprehensive Operations Analysis (COA)

PART 1.0 PROJECT DESCRIPTION:

The OWNER is requesting assistance for the following task work elements and deliverables:

1. Comprehensive Operations Analysis (COA)

Each task work element is summarized in Part 2.0 below and includes the responsibilities of both the CONSULTANT and OWNER, deliverables associated with each task work element, and task timeline (if applicable).

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT:

2.1 Project Management & Administration

2.1.1 Project Schedule

The CONSULTANT will develop a detailed project schedule that establishes start and end points for each project task, submittal dates for draft and final deliverables, and proposed project, agency, and public meeting dates. The schedule will be reviewed quarterly, and any activities that have fallen behind will be flagged with schedule recovery mitigations identified.

2.1.2 Monthly Reporting and Invoices

The CONSULTANT will prepare monthly progress reports that describe activities that have been completed in the preceding month; activities planned for the next month; any outstanding issues or concerns that affect the project schedule, budget, or technical tasks; and actual project status relative to the established schedule and budget. The CONSULTANT will submit monthly invoices and reports in a template provided by Emerald Coast Regional Council (ECRC).

2.1.3 Establish Project Management Team

A Project Management Team will be established to monitor and provide input to the COA. The CONSULTANT will work with the OWNER to identify potential members of the Project Management Team, which will likely include five to seven individuals providing representation from the OWNER, ECRC, and the local governments within the OWNER's service area. The Project Management Team will review each deliverable (as specified in the following tasks) and provide input on the development of the public participation process.

2.1.4 Project Management Meetings

The CONSULTANT will facilitate Quarterly Project Management Team meetings throughout the course of the project. Prior to each meeting, the CONSULTANT will prepare an agenda and accompanying materials for discussion. The meetings will be added to the project schedule once an official notice to proceed is received to account for holiday conflicts. The CONSULTANT will deliver meeting minutes within five business days of each meeting. The CONSULTANT will develop and maintain an Action Item list to facilitate the expedited resolution of issues and decision points. The Action Item list will be reviewed at each Project Management Team meeting and updated for inclusion with the meeting minutes. Regardless of when the Project Management Team meets, there will be continuous coordination between the CONSULTANT and OWNER throughout the project.

Deliverables:

- Project Management Plan
- Project Schedule
- Monthly Progress Report/Invoices
- Quarterly Project Management Team Meeting Agenda, Minutes, and Action Item List

2.2 Public Engagement

The purpose of the Public Engagement efforts is to gain an understanding of desired level of transit in Okaloosa County and its key functions. This is accomplished through meeting with stakeholders, current riders, appointed/elected officials, and potential riders at key stages in the COA.

2.2.1 Prepare Public Involvement Plan

The CONSULTANT will prepare a PIP for review and approval by the OWNER. The COA PIP will be consistent with the TPO's adopted Public Involvement Plan ([adopted June 2021](#)). The PIP will include a set of public involvement strategies that supports and provides guidance for decision making related to the project objectives. The PIP will include measures of effectiveness, such as number of completed surveys, number of attendees at scheduled events, number of comments received, and demographic information to gauge the success of targeted approaches, document results, and evaluate outreach efforts.

2.2.2 Implement Public Engagement Activities

The Public Engagement Activities will take place over two phases: one coinciding with the Assessment of the Existing System (Item 2.4), and the other coinciding with Evaluation of the Scenarios (Item 2.5). Each Phase will consist of the following activities:

- Public Engagement Kick Off meeting to discuss community demographics, establish outreach tactics, and select stakeholders to be interviewed.
- Interviews with Okaloosa County Commissioners
- Meetings with Stakeholders (1-hour) – Up to 15 municipal and industry stakeholders will be identified by the OWNER and would include representatives from:
 - City of Crestview
 - City of Destin
 - City of Miramar Beach
 - City of Niceville
 - Destin-Fort Walton Beach Airport
 - City of Fort Walton Beach
 - Walton County Board of County Commissioners
 - Crestview Chamber of Commerce
 - Destin Chamber of Commerce
 - Greater Ft. Walton Beach Chamber of Commerce
 - Walton Area Chamber of Commerce
 - Destin Ft. Walton Beach Visitors Bureau
- Conducting surveys with Current and Potential Riders per phase to be distributed by the OWNER along transit routes and identified locations for paper surveys. **The surveys will be provided in both English and Spanish** and will be available through collateral material to be placed in transit routes and identified public spaces by OWNER.

In addition, the CONSULTANT will partner with the Okaloosa Communications/Public Information Officer to complete the following tasks:

- Update the client's existing webpage content. The webpage will continue to be maintained and hosted by the client and will provide information on the current project status, meeting locations, survey links (if applicable), and a place to provide comments;
- Prepare two (2) press releases prior to survey distribution;
- Develop content for social media; and
- Identify opportunities for connections with current and potential riders.

2.2.3 Prepare Summary of Public Involvement Activities

A summary of the Public Involvement activities conducted throughout the course of the Project will be developed for inclusion in the 2023 COA and TDP Major Update.

Deliverables:

- Draft and Final Public Involvement Plan

- Commissioner and Stakeholder Interview Findings
- Landing Page and Social Media Content
- Summary of Public Involvement Activities

2.3 COA Purpose & Need, Goals & Objectives, and Key Performance Indicators

2.3.1 Purpose & Need Statement

The CONSULTANT will review the 2022-2031 Transit Development Plan (TDP) Major Update, EC Rider Operating Procedures, Okaloosa County Planning Documents, and related materials to develop the COA Purpose and Need Statement. The Purpose and Need Statement provides an overview of how the EC Rider system is currently operating, challenges the system is facing, what a COA is, and why it is needed.

2.3.2 Goals & Objectives

The CONSULTANT will work with the OWNER to establish goals and objectives to guide the development of the COA. Part of this task will be a review of current agency-wide goals and any ECRC or pertinent local government goals. Unique and new goals and objectives are expected to be identified for the near-term focused COA. The proposed goals and objectives for the COA could relate to productivity, ridership, service area, equity, operations, system efficiency and effectiveness, and financial objectives given new development and ridership patterns. The process could also result in the identification of specific objectives addressing: local service areas/corridors, frequency, coverage, on-time performance, and ridership by market segment.

2.3.3 Key Performance Indicators (KPIs)

The CONSULTANT will develop KPIs to accompany the agreed upon goals and objectives. The KPIs will be used to evaluate the different service design alternatives developed for this project to see how well they achieve the established Goals & Objectives. Potential KPIs include:

- Projected ridership;
- Cost per trip;
- Access and travel times to key destinations;
- Farebox recovery ratio;
- Subsidy per trip;
- Populations served; and
- Average travel time.

The KPIs will be designed to be quantifiable using data that are readily available or routinely collected by the OWNER for the study. Preferably, the data will be available and collected by the OWNER after the study. This would allow for continual monitoring of and adjustments to the system.

Deliverables:

- Purpose & Need Statement

- Goals & Objectives
- Key Performance Indicators
- Draft and Final Technical Memorandum #1

2.4 Assessment of Existing Transit System & TDP Annual Update

The CONSULTANT will build upon the Baseline Conditions Assessment and Route Profiles from the TDP Major Update to create a comprehensive summary of the current transit network to see how well it performs against the established KPIs with the findings summarized in Technical Memorandum #2. In addition, the CONSULTANT will review actions since the adoption of the TDP Major Update to draft TDP Annual Progress Report. The Assessment of the Existing System & TDP Annual Update will consist of the following tasks:

2.4.1 Data Needs Matrix

The CONSULTANT shall create a Data Needs Matrix summarizing the community and transit system data needed for the COA, the sources of the data, and the responsible party for obtaining/generating the data. Once the matrix is complete, it will be sent to the OWNER to obtain assistance in gathering the missing data.

2.4.2 Field Observations

To assess the performance of the transit network, the CONSULTANT will observe the daily operation of the fixed route system to support the COA. This task will consist of riding each route and/or driving on each road with fixed route service in a personal or staff vehicle. The following information will be collected as part of the field observations:

- Locations for travel time delay:
 - Signal Delay
 - Traffic Delay
 - Customer Delay
- Safety concerns, such as lane changes or unprotected left turns;
- Bus stop placement and conditions; and
- On-time performance.

The field observations will be supported with photographs, operator interviews, or other notes to summarize the experience associated observing the routes. It will not be possible to collect all-day or peak hour observations for every route. Therefore, the CONSULTANT will coordinate the planned field review with the OWNER to determine which routes (up to six routes) should receive peak-hour observations. These field operations will take place over a consecutive 5-day period within 90 days of the Notice to Proceed (NTP).

Meetings with Coach Operators

Once the field observations and draft report are complete, the CONSULTANT will schedule up to two (2) two-hour meeting(s) with Operators/Supervisors to discuss the findings. Supplementing the field observations and ride-along surveys, the purpose of these meetings is to identify additional issues along the route(s), areas with low/no ridership, or destinations not being served by EC Rider.

2.4.3 System Evaluation

The COA requires an assessment of an agency's existing transit services and system. The CONSULTANT will perform key subtasks to provide the foundation for the assessment of existing transit services and inform the development of delivery scenarios. These tasks include:

- Evaluate Available Service Data – The CONSULTANT will evaluate the available datasets to enable an analysis of service performance. This will include examining the data from the Data Needs Matrix and Field Observations task;
- Analyze Route Level Performance – Each route in the network will be reviewed for three components – cost effectiveness, operational execution, ridership performance. These three areas will give the CONSULTANT and the OWNER a picture on how each route is performing and what areas may require adjustment(s);
 - **Route profiles.** To accomplish this, CONSULTANT will create profiles of the routes in the network. These profiles will identify overall productivity, efficiency, and effectiveness of each route for each service period. Fundamental route information will take the form of a “snapshot” to orient the audience to each route quickly and dynamically. From there, the remaining charts and maps will provide insight on the efficacy of strategies for each route and its riders, based on available and collected data. Route performance profiles will include the following information (as available) for a recent year:
 - Route Number;
 - Span of service and headways by time period
 - Land use, demographic, and socioeconomic characteristics along each route;
 - Stop condition and status of origins/destinations within ¼ mile of the stop;
 - Route boardings and alightings (based on route observations and passenger mile survey);
 - On-Time Performance; and
 - Service statistics (route miles, peak bus requirements, total/revenue miles and hours).

The route level evaluation will include:

- A ranking of individual routes by productivity by the CONSULTANT with input from the OWNER;
 - Assessment ridership activity at bus stops; and
 - A general assessment of actual transit travel times (including transfer times) between various locations throughout the service area.
- Analyze System Level Performance – The overall system will be assessed to determine how it is functioning as part of an integrated

mobility network to see how well it is connected to other transportation modes, such as first mile/last mile options, bicycle network, and sidewalks. The purpose of this assessment is to identify barriers between current and potential transit users and overall accessibility to origins and destinations. It will also identify gaps in the sidewalk network, opportunities for multimodal connections, and/or potential partnerships to provide transportation options different parts of the service area.

2.4.4 TDP Annual Update

The CONSULTANT shall draft the **FY2022 and FY2023 TDP Annual Update** and submit it to the OWNER for review and comment. The TDP Annual Updates will consist of the following tasks:

- Summarize previous year and current year accomplishments compared to the TDP Major Update's Implementation Program;
- Analysis of any discrepancies between the TDP Major Update and its implementation for the past year and the steps that will be taken to attain the original goals and objectives;
- Any revisions to the implementation program for the coming year;
- Revising the implementation program for the tenth year;
- Adding recommendations for the new tenth years of the updated plan;
- Developing a revised financial plan; and
- Drafting a revised list of projects or services needed to meet goals and objectives.

After the review by the OWNER, the CONSULTANT will address any comments and prepare the Final TDP Annual Update. The CONSULTANT shall submit the Annual Update to FDOT District 3 on the OWNER's behalf. After the review of the Annual Update by FDOT, the CONSULTANT shall address any comments and resubmit to FDOT.

Deliverables:

- Data Needs Matrix
- Field/Ride-Along Surveys & Observations Summary
- Route and System level assessment
- **FY2022 and FY2023 TDP Annual Updates**
- Draft and Final Technical Memorandum #2
- GIS Map Graphic Files and datasets

2.5 Scenario Development & Evaluation

2.5.1 Sketch Planning

After completing the Assessment of the Existing System, the CONSULTANT will develop a sketch planning tool to evaluate where in the community transit service is needed, the level of service provided, and how to use transit to connect different parts of the service area. The sketch planning tool allows for multiple individuals, including PMT Members, to build conceptual networks, identify micromobility areas, and propose a route structure

to facilitate travel across the study area. Up to 10 concepts will be created and presented to the PMT for discussion. The concepts will be built around one or more of the following themes:

- Reduced Operations – Service is reduced in one or more parts of the study area to free up resources for expanded service, frequencies, etc.;
- Mobility on Demand (MoD) – Implementing one or more MoD zones providing curb to curb service within the zone(s) and curb to stop to facilitate travel outside the zone(s) via the fixed route system;
- Ridership-Based – Designing service to maximize ridership by having routes operate along major corridors within the study area with little deviation/travel into residential communities; or
- Coverage-Based – Designing route to preserve equal access and levels of service across the study area.

The concepts will be shared with the PMT for discussion and initial evaluation against the Goals & Objectives.

2.5.2 Fort Walton to Destin Ferry

Separate from the proposed scenarios, a passenger ferry route from Fort Walton Beach to the City of Destin will be tested to determine if it is a viable alternative to the personal automobile. Prior to evaluating the proposed ferry service, KPIs will be developed and approved by the OWNER. Service evaluation will consist of designing and modeling a single route from Fort Walton Beach to the City of Destin as well as determining the annual operating cost for the proposed service. Operating costs will be based on an average hourly costs calculating by looking at least 3 established passenger ferry routes or by using the most recent edition Transit Cooperative Research Program (TCRP) Transit Capacity and Quality of Service Manual. Capital costs associated with terminal construction, ferry acquisition, will also be based on industry averages and/or publications. If the proposed service meets or exceeds the established KPIs, the proposed ferry service will then be included as part of the transit network design scenarios developed in Section 2.5.1. The results of the ferry analysis will be documented as part of a separate Tech Memo.

2.5.3 Alternatives Development

From the conceptual networks, up to 5 different alternatives will be developed. An alternative is a defined network consisting of routes, span of service, frequency, and other attributes to facilitate the analysis of the proposals against the KPIs. The alternatives will be designed to be budget neutral, where budget neutral is defined as $\pm$ 5 percent of the FY2022/2023 Adopted Budget. However, at least one alternative will either be with or without budgetary constraints to serve as a 'What If' Analysis. The PMT will determine whether budgetary restraints will be implemented and at what level budgetary changes.

2.5.4 Alternative Evaluation

The proposed scenarios will go through two levels of analysis to determine how well they perform against the KPIs and achieve the goals identified in Item 2.3. The first level of analysis is an operational review. This evaluation will look at the resources (staff and financial) needed to operate each scenario. Potential outcomes include: costs per trip, revenue & service hours, revenue & service miles, staffing needs, and fleet size. In this phase, the scenarios will also be compared against the goals and objectives identified in 2.3.2 above.

The second level of scenario is to forecast ridership for the scenarios. Depending on the performance under the first level of analysis, only best performing scenarios would be subjected to this review. Potential outcomes include ridership, farebox recovery ratio, destinations served, and level of integration with rest of transportation network. The top performing scenario(s) after both levels of analysis are performed will be presented to the PMT for discussion and recommendation for implementation.

Deliverables:

- Sketch Planning Tool
- Conceptual Networks
- Alternative Network Designs & Evaluation
- **Fort Walton Beach to Destin Ferry Feasibility Analysis**
- Draft and Final Technical Memorandum #3

2.6 Implementation Plan

Once the preferred scenario is selected, the CONSULTANT shall create an implementation plan and update the TDP Major Update through the FY2024 TDP Annual Progress Report. The Implementation Plan will consist of the following tasks:

2.6.1 Implementation Plan

The CONSULTANT shall develop an Implementation Plan for the preferred scenario. It will consist of the following elements:

- General marketing strategy to include elected official preparation and learning sessions for current riders;
- Staff preparation and training;
- Route frequencies, span of service, and recommended time points;
- Stops to be removed, relocated, and/or added
- **Update the TDP Financial Plan to include the potential ridership impacts to formula funds, changes to overall funding due to the Okaloosa-Walton Transportation Planning Organization (TPO) becoming a Transportation Management Area (TMA), new federal/state grant opportunities, and/or private-public partnerships; and**

- Title VI Analysis – If the Title VI Analysis indicates a disparate impact or disproportionate burden placed on low income and/or minority groups, the CONSULTANT shall provide strategies to mitigate these impacts.

2.6.2 Prepare Draft and Final COA Report

The CONSULTANT will produce and submit an electronic copy of the Draft COA to the OWNER and the PMT for review, comment, and acceptance. The COA will also include an Executive Summary.

Deliverables:

- Draft and Final COA Report
- COA Presentation in PowerPoint format

2.7 Prepare Briefings and Presentations for Transit Co-Op and County Commission

2.7.1 Transit Co-Op

As Items 2.3, 2.4, 2.5, and 2.6 are completed, a briefing will be given to the Okaloosa County Transit Cooperative (Co-Op). The purpose of the briefing is to summarize the findings from the Item, discuss how it affects the performance of the system, and seek direction for the next Item.

2.7.2 Okaloosa County Commission

A PowerPoint presentation will be prepared and presented to the County Commission at the end of Item 2.4 and 2.6. The Item 2.4 Presentation will be for information only and will provide the County Commission an overview of the performance of the existing system. The Item 2.6 presentation will be for action and will cover the final report, recommended changes, and implementation plan.

2.7.3 Okaloosa-Walton TPO

A project update will be prepared for two TPO Meetings that occur during the Period of Service for this TO. The project update will be information only. After the Final Report is presented to the County Commission a brief presentation will be prepared for the subsequent TPO meeting.

PART 3.0 OWNER'S RESPONSIBILITIES:

3.1 COA

For the COA, the OWNER will be responsible for the following tasks:

- Schedule a kick-off meeting with the CONSULTANT within four weeks of the NTP;
- Identify and help contact individuals to serve on the Project Management Team;
- Provide staff to represent the OWNER at Project Management Team meetings;
- Provide data requested by the Data Needs Matrix;
- Distribute the Passenger-Mile Survey forms to the affected operators and require them to fill out the form;

- Submit the completed Passenger Mile Survey forms at the end of each week;
- Schedule meeting(s) between Operators/Supervisors and the CONSULTANT to discuss route/system performance;
- Provide identification to the CONSULTANT to allow the Consulting Team to ride the bus routes for no charge; and,
- Review the Deliverables prepared by the CONSULTANT and prepare comments within ten (10) business days of receipt.

PART 4.0 PERIODS OF SERVICE:

The initial Period of Service for Task Order No. 21 will be for the period of one year starting with the OWNER's NTP date. All deliverables listed in this Task Order shall be compiled into a final report and delivered to the OWNER by **May 31, 2024**, except for the FY2022 & FY2023 TDP Annual Updates, which shall be completed by August 31, 2023.

PART 5.0 CONSULTANTS FEE:

This Task Order 21 is a lump sum proposal with the total estimated CONSULTANT's FEE for Tasks 2.1 - 2.7 described herein at **\$286,727.92.**

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

_____ "OWNER" BY: _____ NAME: _____ TITLE: _____ ADDRESS: _____ _____	HDR ENGINEERING, INC. "ENGINEER" BY: _____ NAME: _____ TITLE: _____ ADDRESS: _____ _____
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EC Rider Comprehensive Operations Analysis Fee Estimate

Task Description		Project Mgr.	Sr Principal	Chief Planner	Task Order Project Mgr.
		\$152.97	\$212.06	\$246.75	\$135.32
2.1	Project Managemnt & Administration				
2.1.1	Project Schedule	8		4	
2.1.2	Monthly Reporting and Invoices	12			
2.1.3	Establish Project Management Team	4			
2.1.4	Project Management Meetings	30		8	
Subtotal:		54	0	12	0
		\$8,260	\$0	\$2,961	\$0
2.2	Public Engagement				
2.2.1	Public Involvement Plan	4	5		
2.2.2	Implement Public Engagement Activities	30	5		
2.2.3	Prepare Summary of Public Involvement Activities	5	5		
Subtotal:		39	15	0	0
		\$5,966	\$3,181	\$0	\$0
2.3	COA Purpose & Need, Goals & Objectives, and Key Performance Indicators				
2.3.1	Purpose & Need Statement	4			0
2.3.2	Goals & Objectives	4			0
2.3.3	Key Performance Indicators	4		4	0

EC Rider Comprehensive Operations Analysis Fee Estimate

Task Description		Project Mgr.	Sr Principal	Chief Planner	Task Order Project Mgr.
		\$152.97	\$212.06	\$246.75	\$135.32
Subtotal:		12	0	4	0
		\$1,836	\$0	\$987	\$0
2.4	Assessment of Existing Transit System				
2.4.1	Data Needs Matrix	4			
2.4.2	Field Observations	40			
2.4.3	System Evaluation	8		8	
2.4.4	TDP Annual Update	8		2	
Subtotal:		60	0	10	0
		\$9,178	\$0	\$2,468	\$0
2.5	Scenario Development & Evaluation				
2.5.1	Sketch Planning	8			
2.5.2	Fort Walton Beach to City of Destin Ferry	8		20	
2.5.3	Alternatives Development	8	0	8	
2.5.4	Alternatives Evaluation	8	0	8	
Subtotal:		32	0	36	0

EC Rider Comprehensive Operations Analysis Fee Estimate

Task Description		Project Mgr.	Sr Principal	Chief Planner	Task Order Project Mgr.
		\$152.97	\$212.06	\$246.75	\$135.32
		\$4,895	\$0	\$8,883	\$0
2.6	Implementation Plan				
2.6.1	Implementation Plan	4			0
2.6.2	Prepare Draft and Final COA Report	8		12	0
Subtotal:		12	0	12	0
		\$1,836	\$0	\$2,961	\$0
2.7	Prepare Briefings and Presentations for Transit Co-Op and County Commission				
2.7.1	Transit Co-Op	12			
2.7.2	Okaloosa County Commission	12			
2.7.3	Okaloosa-Walton TPO	12			
Subtotal:		36	0	0	0
		\$5,507	\$0	\$0	\$0
Grand Total (Labor)		245	15	74	0
Total Fee by Labor Category		\$37,477	\$3,181	\$18,260	\$0
% Total Fee by Labor Category		14%	1%	7%	0%
% Total Hours by Labor Category		10%	1%	3%	0%

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EC Rider

Comprehensive Operations Analysis

Fee Estimate

Task Description				
	Project Mgr.	Sr Principal	Chief Planner	Task Order Project Mgr.
	\$152.97	\$212.06	\$246.75	\$135.32

Estimated Dir		
Reproduction/Printing/Technology		
Travel		
Website Hosting		
Total Direct Costs:		

HDR										
Sr. Planner/Engineer	Planner/Engineer	Economist	Strategic Communications	Public Outreach	Sr. GIS Analyst	GIS Analyst	Graphic Designer	Project Accountant	Admin Assistant	
\$135.32	\$86.05	\$165.20	\$135.32	\$86.05	\$135.32	\$95.83	\$90.24	\$77.40	\$77.40	Prime Total
4	4							12	12	20
									0	36
									0	4
30	30								0	98
34	34	0	0	0	0	0	0	12	12	158
\$4,601	\$2,926	\$0	\$0	\$0	\$0	\$0	\$0	\$929	\$929	\$20,605
			25	40						74
			60	60			60			215
			25	25						60
0	0	0	110	125	0	0	60	0	0	349
\$0	\$0	\$0	\$14,885	\$10,756	\$0	\$0	\$5,414	\$0	\$0	\$40,202
12	24	0								40
12	24									40
12	30	4					10		4	68

HDR										
Sr. Planner/Engineer	Planner/Engineer	Economist	Strategic Communications	Public Outreach	Sr. GIS Analyst	GIS Analyst	Graphic Designer	Project Accountant	Admin Assistant	
\$135.32	\$86.05	\$165.20	\$135.32	\$86.05	\$135.32	\$95.83	\$90.24	\$77.40	\$77.40	Prime Total
36	78	4	0	0	0	0	10	0	4	148
\$4,872	\$6,712	\$661	\$0	\$0	\$0	\$0	\$902	\$0	\$310	\$16,279
4	12					8				28
40	40	0				0				120
20	40	12				40	12		4	144
60	120	4					4		2	200
124	212	16	0	0	0	48	16	0	6	492
\$16,780	\$18,242	\$2,643	\$0	\$0	\$0	\$4,600	\$1,444	\$0	\$464	\$55,819
40	40					0	0			
80	240	8				10	10			
40	100	8				12	8			
40	100	8				12	8		4	
200	480	24			0	34	26	0	4	836

HDR										
Sr. Planner/Engineer	Planner/Engineer	Economist	Strategic Communications	Public Outreach	Sr. GIS Analyst	GIS Analyst	Graphic Designer	Project Accountant	Admin Assistant	
\$135.32	\$86.05	\$165.20	\$135.32	\$86.05	\$135.32	\$95.83	\$90.24	\$77.40	\$77.40	Prime Total
\$27,064	\$41,303	\$3,965			\$0	\$3,258	\$2,346	\$0	\$310	\$92,024
20	40									64
60	120						8		4	212
80	160	0	0	0	0	0	8	0	4	276
\$10,826	\$13,768	\$0	\$0	\$0	\$0	\$0	\$722	\$0	\$310	\$30,422
8	16					0	6		0	42
8	16						6			42
8	16						6			42
24	48	0	0	0	0	0	18	0	0	126
\$3,248	\$4,130	\$0	\$0	\$0	\$0	\$0	\$1,624	\$0	\$0	\$14,509
498	1,012	44	110	125	0	82	138	12	30	2,385
\$67,389	\$87,081	\$7,269	\$14,885	\$10,756	\$0	\$7,858	\$12,453	\$929	\$2,322	
25%	32%	3%	6%	4%	0%	3%	5%	0%	1%	
21%	42%	2%	5%	5%	0%	3%	6%	1%	1%	

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11/1/2023

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HDR										
Sr. Planner/Engineer	Planner/Engineer	Economist	Strategic Communications	Public Outreach	Sr. GIS Analyst	GIS Analyst	Graphic Designer	Project Accountant	Admin Assistant	
\$135.32	\$86.05	\$165.20	\$135.32	\$86.05	\$135.32	\$95.83	\$90.24	\$77.40	\$77.40	Prime Total

Project Costs	
HDR	Subconsultants
\$15,000.00	
\$1,867.50	\$0.00
\$16,867.50	\$0.00
	\$16,867.50

Loaded Labor Costs (HDR)
Directs
Subtotal
Total Lump Sum Fee

Subconsultant	Total Hours	Total Fee	Notes
	20	\$3,096.22	
	36	\$3,693.25	
	4	\$611.87	
	98	\$13,204.09	
0	158	\$20,605.43	
\$0		\$20,605.43	
	74	\$8,497.12	Forming the PIP
	215	\$24,345.86	
	60	\$7,359.36	
0	349	\$40,202.34	
\$0			
	40	\$4,300.88	
	40	\$4,300.88	
	68	\$7,676.98	

8%

15%

Subconsultant	Total Hours	Total Fee	Notes
	148	\$16,278.75	
\$0		\$16,278.75	
	28	\$2,952.38	
	120	\$14,973.46	
	144	\$16,554.18	
	200	\$21,338.87	
0	492	\$55,818.88	
\$0		\$55,818.88	
	88	\$10,078.49	
	376	\$40,818.36	
	184	\$20,408.91	
	188	\$20,718.51	
	836	\$92,024.28	

6%

21%

34%

Subconsultant	Total Hours	Total Fee	Notes	
		\$92,024.28		
	64	\$6,760.22		
	212	\$23,661.33		
0	276	\$30,421.55		11%
\$0		\$30,421.55		
	42	\$4,836.39		
	42	\$4,836.39		
	42	\$4,836.39		
0	126	\$14,509.18		5%
\$0		\$14,509.18		
0	2,385	\$269,860.42		100%
\$0				
0%				
0%				

Subconsultant	Total Hours	Total Fee	Notes

Fee Estimate	
	\$269,860.42
	\$16,867.50
	\$286,727.92
	\$286,727.92

\$7,084.35
\$120,425.72
\$127,510.07

Bay Town Trolley

Comprehensive Operations Analysis and Transit Development Plan

Expense Details

HDR					
Item		Unit	Qty	Rate	Cost
Technology					
	Technology Charge	hours	0	\$3.70	\$0.00
	Optibus				\$15,000.00
Sub-total					\$15,000.00
Reproduction					
	Bond - 24x36	sheets			
	Vellum - 24x36	sheets			
	Mylar - 24x36	sheets			
	B&W - 8.5x11	sheets	0	\$0.18	\$0.00
	B&W - 11x17	sheets	0	\$0.36	\$0.00
	Color - 8.5x11	sheets	0	\$1.00	\$0.00
	Color - 11x17	sheets	0	\$2.00	\$0.00
	TDP copies		0	\$160.00	\$0.00
Sub-total					\$0.00
Travel					
	Air fare	flights	0	\$400.00	\$0.00
	Rental car	days	0	\$50.00	\$0.00
	Fuel for rental car	gallons	0	\$2.50	\$0.00
	Hotel	nights	8	\$150.00	\$1,200.00
	Meals	days	8	\$50.00	\$400.00
	Tolls	trips	0	\$2.00	\$0.00
	Parking	days	0	\$18.00	\$0.00
	Mileage	miles	500	\$0.54	\$267.50
Sub-total					\$1,867.50
Other					
	Website Hosting	months		\$20.00	
	Telephone	months		\$20.00	
	Carpe Diem Expenses	lump sum		\$0.00	\$0.00
		units		\$0.00	
Sub-total					\$0.00
Grand Total					\$16,867.50

n Major Update

[illegible]

EXHIBIT A

TASK ORDER No. 21, Revised (date) _____

This Task Order pertains to an Agreement by and between Okaloosa County ("OWNER"), and HDR Engineering, Inc. ("CONSULTANT"), dated March 27, 2023, ("the Agreement"). CONSULTANT shall perform services on the project described below as provided herein and in the Agreement. The original Task Order is modified with this Revision. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 21

PROJECT NAME: EC Rider Comprehensive Operations Analysis (COA)

PART 1.0 PROJECT DESCRIPTION:

The OWNER is requesting assistance for the following task work elements and deliverables:

1. Comprehensive Operations Analysis (COA)

Each task work element is summarized in Part 2.0 below and includes the responsibilities of both the CONSULTANT and OWNER, deliverables associated with each task work element, and task timeline (if applicable).

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT:

2.1 Project Management & Administration

2.1.1 Project Schedule

The CONSULTANT will develop a detailed project schedule that establishes start and end points for each project task, submittal dates for draft and final deliverables, and proposed project, agency, and public meeting dates. The schedule will be reviewed quarterly, and any activities that have fallen behind will be flagged with schedule recovery mitigations identified.

2.1.2 Monthly Reporting and Invoices

The CONSULTANT will prepare monthly progress reports that describe activities that have been completed in the preceding month; activities planned for the next month; any outstanding issues or concerns that affect the project schedule, budget, or technical tasks; and actual project status relative to the established schedule and budget. The CONSULTANT will submit monthly invoices and reports in a template provided by Emerald Coast Regional Council (ECRC).

2.1.3 Establish Project Management Team

A Project Management Team will be established to monitor and provide input to the COA. The CONSULTANT will work with the OWNER to identify potential members of the Project Management Team, which will likely include five to seven individuals providing representation from the OWNER, ECRC, and the local governments within the OWNER's service area. The Project Management Team will review each deliverable (as specified in the following tasks) and provide input on the development of the public participation process.

2.1.4 Project Management Meetings

The CONSULTANT will facilitate Quarterly Project Management Team meetings throughout the course of the project. Prior to each meeting, the CONSULTANT will prepare an agenda and accompanying materials for discussion. The meetings will be added to the project schedule once an official notice to proceed is received to account for holiday conflicts. The CONSULTANT will deliver meeting minutes within five business days of each meeting. The CONSULTANT will develop and maintain an Action Item list to facilitate the expedited resolution of issues and decision points. The Action Item list will be reviewed at each Project Management Team meeting and updated for inclusion with the meeting minutes. Regardless of when the Project Management Team meets, there will be continuous coordination between the CONSULTANT and OWNER throughout the project.

Deliverables:

- Project Management Plan
- Project Schedule
- Monthly Progress Report/Invoices
- Quarterly Project Management Team Meeting Agenda, Minutes, and Action Item List

2.2 Public Engagement

The purpose of the Public Engagement efforts is to gain an understanding of desired level of transit in Okaloosa County and its key functions. This is accomplished through meeting with stakeholders, current riders, appointed/elected officials, and potential riders at key stages in the COA.

2.2.1 Prepare Public Involvement Plan

The CONSULTANT will prepare a PIP for review and approval by the OWNER. The COA PIP will be consistent with the TPO's adopted Public Involvement Plan ([adopted June 2021](#)). The PIP will include a set of public involvement strategies that supports and provides guidance for decision making related to the project objectives. The PIP will include measures of effectiveness, such as number of completed surveys, number of attendees at scheduled events, number of comments received, and demographic information to gauge the success of targeted approaches, document results, and evaluate outreach efforts.

2.2.2 Implement Public Engagement Activities

The Public Engagement Activities will take place over two phases: one coinciding with the Assessment of the Existing System (Item 2.4), and the other coinciding with Evaluation of the Scenarios (Item 2.5). Each Phase will consist of the following activities:

- Public Engagement Kick Off meeting to discuss community demographics, establish outreach tactics, and select stakeholders to be interviewed.
- Interviews with Okaloosa County Commissioners
- Meetings with Stakeholders (1-hour) – Up to 15 municipal and industry stakeholders will be identified by the OWNER and would include representatives from:
 - City of Crestview
 - City of Destin
 - City of Miramar Beach
 - City of Niceville
 - Destin-Fort Walton Beach Airport
 - City of Fort Walton Beach
 - Walton County Board of County Commissioners
 - Crestview Chamber of Commerce
 - Destin Chamber of Commerce
 - Greater Ft. Walton Beach Chamber of Commerce
 - Walton Area Chamber of Commerce
 - Destin Ft. Walton Beach Visitors Bureau
- Conducting surveys with Current and Potential Riders per phase to be distributed by the OWNER along transit routes and identified locations for paper surveys. **The surveys will be provided in both English and Spanish** and will be available through collateral material to be placed in transit routes and identified public spaces by OWNER.

In addition, the CONSULTANT will partner with the Okaloosa Communications/Public Information Officer to complete the following tasks:

- Update the client's existing webpage content. The webpage will continue to be maintained and hosted by the client and will provide information on the current project status, meeting locations, survey links (if applicable), and a place to provide comments;
- Prepare two (2) press releases prior to survey distribution;
- Develop content for social media; and
- Identify opportunities for connections with current and potential riders.

2.2.3 Prepare Summary of Public Involvement Activities

A summary of the Public Involvement activities conducted throughout the course of the Project will be developed for inclusion in the 2023 COA and TDP Major Update.

Deliverables:

- Draft and Final Public Involvement Plan

- Commissioner and Stakeholder Interview Findings
- Landing Page and Social Media Content
- Summary of Public Involvement Activities

2.3 COA Purpose & Need, Goals & Objectives, and Key Performance Indicators

2.3.1 Purpose & Need Statement

The CONSULTANT will review the 2022-2031 Transit Development Plan (TDP) Major Update, EC Rider Operating Procedures, Okaloosa County Planning Documents, and related materials to develop the COA Purpose and Need Statement. The Purpose and Need Statement provides an overview of how the EC Rider system is currently operating, challenges the system is facing, what a COA is, and why it is needed.

2.3.2 Goals & Objectives

The CONSULTANT will work with the OWNER to establish goals and objectives to guide the development of the COA. Part of this task will be a review of current agency-wide goals and any ECRC or pertinent local government goals. Unique and new goals and objectives are expected to be identified for the near-term focused COA. The proposed goals and objectives for the COA could relate to productivity, ridership, service area, equity, operations, system efficiency and effectiveness, and financial objectives given new development and ridership patterns. The process could also result in the identification of specific objectives addressing: local service areas/corridors, frequency, coverage, on-time performance, and ridership by market segment.

2.3.3 Key Performance Indicators (KPIs)

The CONSULTANT will develop KPIs to accompany the agreed upon goals and objectives. The KPIs will be used to evaluate the different service design alternatives developed for this project to see how well they achieve the established Goals & Objectives. Potential KPIs include:

- Projected ridership;
- Cost per trip;
- Access and travel times to key destinations;
- Farebox recovery ratio;
- Subsidy per trip;
- Populations served; and
- Average travel time.

The KPIs will be designed to be quantifiable using data that are readily available or routinely collected by the OWNER for the study. Preferably, the data will be available and collected by the OWNER after the study. This would allow for continual monitoring of and adjustments to the system.

Deliverables:

- Purpose & Need Statement

- Goals & Objectives
- Key Performance Indicators
- Draft and Final Technical Memorandum #1

2.4 Assessment of Existing Transit System & TDP Annual Update

The CONSULTANT will build upon the Baseline Conditions Assessment and Route Profiles from the TDP Major Update to create a comprehensive summary of the current transit network to see how well it performs against the established KPIs with the findings summarized in Technical Memorandum #2. In addition, the CONSULTANT will review actions since the adoption of the TDP Major Update to draft TDP Annual Progress Report. The Assessment of the Existing System & TDP Annual Update will consist of the following tasks:

2.4.1 Data Needs Matrix

The CONSULTANT shall create a Data Needs Matrix summarizing the community and transit system data needed for the COA, the sources of the data, and the responsible party for obtaining/generating the data. Once the matrix is complete, it will be sent to the OWNER to obtain assistance in gathering the missing data.

2.4.2 Field Observations

To assess the performance of the transit network, the CONSULTANT will observe the daily operation of the fixed route system to support the COA. This task will consist of riding each route and/or driving on each road with fixed route service in a personal or staff vehicle. The following information will be collected as part of the field observations:

- Locations for travel time delay:
 - Signal Delay
 - Traffic Delay
 - Customer Delay
- Safety concerns, such as lane changes or unprotected left turns;
- Bus stop placement and conditions; and
- On-time performance.

The field observations will be supported with photographs, operator interviews, or other notes to summarize the experience associated observing the routes. It will not be possible to collect all-day or peak hour observations for every route. Therefore, the CONSULTANT will coordinate the planned field review with the OWNER to determine which routes (up to six routes) should receive peak-hour observations. These field operations will take place over a consecutive 5-day period within 90 days of the Notice to Proceed (NTP).

Meetings with Coach Operators

Once the field observations and draft report are complete, the CONSULTANT will schedule up to two (2) two-hour meeting(s) with Operators/Supervisors to discuss the findings. Supplementing the field observations and ride-along surveys, the purpose of these meetings is to identify additional issues along the route(s), areas with low/no ridership, or destinations not being served by EC Rider.

2.4.3 System Evaluation

The COA requires an assessment of an agency's existing transit services and system. The CONSULTANT will perform key subtasks to provide the foundation for the assessment of existing transit services and inform the development of delivery scenarios. These tasks include:

- Evaluate Available Service Data – The CONSULTANT will evaluate the available datasets to enable an analysis of service performance. This will include examining the data from the Data Needs Matrix and Field Observations task;
- Analyze Route Level Performance – Each route in the network will be reviewed for three components – cost effectiveness, operational execution, ridership performance. These three areas will give the CONSULTANT and the OWNER a picture on how each route is performing and what areas may require adjustment(s);
 - **Route profiles.** To accomplish this, CONSULTANT will create profiles of the routes in the network. These profiles will identify overall productivity, efficiency, and effectiveness of each route for each service period. Fundamental route information will take the form of a “snapshot” to orient the audience to each route quickly and dynamically. From there, the remaining charts and maps will provide insight on the efficacy of strategies for each route and its riders, based on available and collected data. Route performance profiles will include the following information (as available) for a recent year:
 - Route Number;
 - Span of service and headways by time period
 - Land use, demographic, and socioeconomic characteristics along each route;
 - Stop condition and status of origins/destinations within ¼ mile of the stop;
 - Route boardings and alightings (based on route observations and passenger mile survey);
 - On-Time Performance; and
 - Service statistics (route miles, peak bus requirements, total/revenue miles and hours).

The route level evaluation will include:

- A ranking of individual routes by productivity by the CONSULTANT with input from the OWNER;
 - Assessment ridership activity at bus stops; and
 - A general assessment of actual transit travel times (including transfer times) between various locations throughout the service area.
- Analyze System Level Performance – The overall system will be assessed to determine how it is functioning as part of an integrated

mobility network to see how well it is connected to other transportation modes, such as first mile/last mile options, bicycle network, and sidewalks. The purpose of this assessment is to identify barriers between current and potential transit users and overall accessibility to origins and destinations. It will also identify gaps in the sidewalk network, opportunities for multimodal connections, and/or potential partnerships to provide transportation options different parts of the service area.

2.4.4 TDP Annual Update

The CONSULTANT shall draft the **FY2022 and FY2023 TDP Annual Update** and submit it to the OWNER for review and comment. The TDP Annual Updates will consist of the following tasks:

- Summarize previous year and current year accomplishments compared to the TDP Major Update's Implementation Program;
- Analysis of any discrepancies between the TDP Major Update and its implementation for the past year and the steps that will be taken to attain the original goals and objectives;
- Any revisions to the implementation program for the coming year;
- Revising the implementation program for the tenth year;
- Adding recommendations for the new tenth years of the updated plan;
- Developing a revised financial plan; and
- Drafting a revised list of projects or services needed to meet goals and objectives.

After the review by the OWNER, the CONSULTANT will address any comments and prepare the Final TDP Annual Update. The CONSULTANT shall submit the Annual Update to FDOT District 3 on the OWNER's behalf. After the review of the Annual Update by FDOT, the CONSULTANT shall address any comments and resubmit to FDOT.

Deliverables:

- Data Needs Matrix
- Field/Ride-Along Surveys & Observations Summary
- Route and System level assessment
- **FY2022 and FY2023 TDP Annual Updates**
- Draft and Final Technical Memorandum #2
- GIS Map Graphic Files and datasets

2.5 Scenario Development & Evaluation

2.5.1 Sketch Planning

After completing the Assessment of the Existing System, the CONSULTANT will develop a sketch planning tool to evaluate where in the community transit service is needed, the level of service provided, and how to use transit to connect different parts of the service area. The sketch planning tool allows for multiple individuals, including PMT Members, to build conceptual networks, identify micromobility areas, and propose a route structure

to facilitate travel across the study area. Up to 10 concepts will be created and presented to the PMT for discussion. The concepts will be built around one or more of the following themes:

- Reduced Operations – Service is reduced in one or more parts of the study area to free up resources for expanded service, frequencies, etc.;
- Mobility on Demand (MoD) – Implementing one or more MoD zones providing curb to curb service within the zone(s) and curb to stop to facilitate travel outside the zone(s) via the fixed route system;
- Ridership-Based – Designing service to maximize ridership by having routes operate along major corridors within the study area with little deviation/travel into residential communities; or
- Coverage-Based – Designing route to preserve equal access and levels of service across the study area.

The concepts will be shared with the PMT for discussion and initial evaluation against the Goals & Objectives.

2.5.2 Fort Walton to Destin Ferry

Separate from the proposed scenarios, a passenger ferry route from Fort Walton Beach to the City of Destin will be tested to determine if it is a viable alternative to the personal automobile. Prior to evaluating the proposed ferry service, KPIs will be developed and approved by the OWNER. Service evaluation will consist of designing and modeling a single route from Fort Walton Beach to the City of Destin as well as determining the annual operating cost for the proposed service. Operating costs will be based on an average hourly costs calculating by looking at least 3 established passenger ferry routes or by using the most recent edition Transit Cooperative Research Program (TCRP) Transit Capacity and Quality of Service Manual. Capital costs associated with terminal construction, ferry acquisition, will also be based on industry averages and/or publications. If the proposed service meets or exceeds the established KPIs, the proposed ferry service will then be included as part of the transit network design scenarios developed in Section 2.5.1. The results of the ferry analysis will be documented as part of a separate Tech Memo.

2.5.3 Alternatives Development

From the conceptual networks, up to 5 different alternatives will be developed. An alternative is a defined network consisting of routes, span of service, frequency, and other attributes to facilitate the analysis of the proposals against the KPIs. The alternatives will be designed to be budget neutral, where budget neutral is defined as $\pm$ 5 percent of the FY2022/2023 Adopted Budget. However, at least one alternative will either be with or without budgetary constraints to serve as a 'What If' Analysis. The PMT will determine whether budgetary restraints will be implemented and at what level budgetary changes.

2.5.4 Alternative Evaluation

The proposed scenarios will go through two levels of analysis to determine how well they perform against the KPIs and achieve the goals identified in Item 2.3. The first level of analysis is an operational review. This evaluation will look at the resources (staff and financial) needed to operate each scenario. Potential outcomes include: costs per trip, revenue & service hours, revenue & service miles, staffing needs, and fleet size. In this phase, the scenarios will also be compared against the goals and objectives identified in 2.3.2 above.

The second level of scenario is to forecast ridership for the scenarios. Depending on the performance under the first level of analysis, only best performing scenarios would be subjected to this review. Potential outcomes include ridership, farebox recovery ratio, destinations served, and level of integration with rest of transportation network. The top performing scenario(s) after both levels of analysis are performed will be presented to the PMT for discussion and recommendation for implementation.

Deliverables:

- Sketch Planning Tool
- Conceptual Networks
- Alternative Network Designs & Evaluation
- **Fort Walton Beach to Destin Ferry Feasibility Analysis**
- Draft and Final Technical Memorandum #3

2.6 Implementation Plan

Once the preferred scenario is selected, the CONSULTANT shall create an implementation plan and update the TDP Major Update through the FY2024 TDP Annual Progress Report. The Implementation Plan will consist of the following tasks:

2.6.1 Implementation Plan

The CONSULTANT shall develop an Implementation Plan for the preferred scenario. It will consist of the following elements:

- General marketing strategy to include elected official preparation and learning sessions for current riders;
- Staff preparation and training;
- Route frequencies, span of service, and recommended time points;
- Stops to be removed, relocated, and/or added
- **Update the TDP Financial Plan to include the potential ridership impacts to formula funds, changes to overall funding due to the Okaloosa-Walton Transportation Planning Organization (TPO) becoming a Transportation Management Area (TMA), new federal/state grant opportunities, and/or private-public partnerships; and**

- Title VI Analysis – If the Title VI Analysis indicates a disparate impact or disproportionate burden placed on low income and/or minority groups, the CONSULTANT shall provide strategies to mitigate these impacts.

2.6.2 Prepare Draft and Final COA Report

The CONSULTANT will produce and submit an electronic copy of the Draft COA to the OWNER and the PMT for review, comment, and acceptance. The COA will also include an Executive Summary.

Deliverables:

- Draft and Final COA Report
- COA Presentation in PowerPoint format

2.7 Prepare Briefings and Presentations for Transit Co-Op and County Commission

2.7.1 Transit Co-Op

As Items 2.3, 2.4, 2.5, and 2.6 are completed, a briefing will be given to the Okaloosa County Transit Cooperative (Co-Op). The purpose of the briefing is to summarize the findings from the Item, discuss how it affects the performance of the system, and seek direction for the next Item.

2.7.2 Okaloosa County Commission

A PowerPoint presentation will be prepared and presented to the County Commission at the end of Item 2.4 and 2.6. The Item 2.4 Presentation will be for information only and will provide the County Commission an overview of the performance of the existing system. The Item 2.6 presentation will be for action and will cover the final report, recommended changes, and implementation plan.

2.7.3 Okaloosa-Walton TPO

A project update will be prepared for two TPO Meetings that occur during the Period of Service for this TO. The project update will be information only. After the Final Report is presented to the County Commission a brief presentation will be prepared for the subsequent TPO meeting.

PART 3.0 OWNER'S RESPONSIBILITIES:

3.1 COA

For the COA, the OWNER will be responsible for the following tasks:

- Schedule a kick-off meeting with the CONSULTANT within four weeks of the NTP;
- Identify and help contact individuals to serve on the Project Management Team;
- Provide staff to represent the OWNER at Project Management Team meetings;
- Provide data requested by the Data Needs Matrix;
- Distribute the Passenger-Mile Survey forms to the affected operators and require them to fill out the form;

- Submit the completed Passenger Mile Survey forms at the end of each week;
- Schedule meeting(s) between Operators/Supervisors and the CONSULTANT to discuss route/system performance;
- Provide identification to the CONSULTANT to allow the Consulting Team to ride the bus routes for no charge; and,
- Review the Deliverables prepared by the CONSULTANT and prepare comments within ten (10) business days of receipt.

PART 4.0 PERIODS OF SERVICE:

The initial Period of Service for Task Order No. 21 will be for the period of one year starting with the OWNER's NTP date. All deliverables listed in this Task Order shall be compiled into a final report and delivered to the OWNER by **May 31, 2024**, except for the FY2022 & FY2023 TDP Annual Updates, which shall be completed by August 31, 2023.

PART 5.0 CONSULTANTS FEE:

This Task Order 21 is a lump sum proposal with the total estimated CONSULTANT's FEE for Tasks 2.1 - 2.7 described herein at **\$286,727.92.**

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20____.

_____ "OWNER" BY: _____ NAME: _____ TITLE: _____ ADDRESS: _____ _____	HDR ENGINEERING, INC. "ENGINEER" BY: _____ NAME: _____ TITLE: _____ ADDRESS: _____ _____
---	--

RAISE								JUSTICE40							
								REDUCING INEQUITIES							
	ENVIRONMENTAL SUSTAINABILITY	QUALITY OF LIFE	MOBILITY & COMMUNITY CONNECTIVITY	ECONOMIC COMPETITIVENESS, OPPORTUNITY, TOURISM	STATE OF GOOD REPAIR	PARTNERSHIP & COLLABORATION	INNOVATION	ACROSS TRANSPORTATION SYSTEMS	SAFE MOVEMENT OF PEOPLE AND GOODS	EFFICIENT MOVEMENT OF PEOPLE AND GOODS	SUSTAINABLE MOVEMENT OF PEOPLE AND GOODS	CONNECT PEOPLE TO OPPORTUNITIES	EMPOWER UNDERSERVED COMMUNITIES	BUILD GENERATIONAL WEALTH FOR THE FUTURE	
non-vehicular; reduces road traffic	non-vehicular; reduce greenhouse gasses; reduce car trips	walk/bike healthy option	multi-modal connection of neighborhoods to groceries/shopping/ each other	connect people to job sites		Connect to SunTrail (Fort Walton Beach to Miramar; Okaloosa to Walton County; Humana)		multi-modal connect of people to job sites	multi-modal movement of people	save xx miles of travel to jobs, goods, services, groceries, health/doc offices	multi-modal	save xx miles of travel to jobs, goods, services, groceries, health/doc offices	lower-income neighborhoods to services		
non-vehicular; reduces road traffic	non-vehicular; reduce greenhouse gasses (catamaran, wind, low emissions); reduce car trips	fun, healthy	Connect Ft Walton Beach to Destin to Baytown	Fun for tourists staying at any of these three locations		Connect to SunTrail (Fort Walton Beach to Miramar; Okaloosa to Walton County; Humana)	new jobs for ferry operators and ferry manufacturers		non-vehicular; reduce greenhouse gasses (catamaran, wind, low emissions); reduce car trips	non-vehicular; reduce greenhouse gasses (catamaran, wind, low emissions); reduce car trips	non-vehicular; reduce greenhouse gasses (catamaran, wind, low emissions); reduce car trips	non-vehicular; reduce greenhouse gasses (catamaran, wind, low emissions); reduce car trips		new jobs for ferry operators and ferry manufacturers	

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023**TYPE OF AGENDA ITEM:**

City Manager Report**AGENDA OUTLINE NUMBER:**

4.D.

TO: City Council**THRU:** Lance Johnson, City Manager**FROM:** Rey Bailey, City Clerk**DATE:** October 30, 2023**SUBJECT:** Destin Youth Council - Membership Appointments

I. BACKGROUND: The Destin City Council created a youth council to obtain a teen's perspective on how policies affect the youth in the community, and to provide Destin's youth with the opportunity to participate in the city's decision-making process through recommendations to the city council that address youth issues.

II. DISCUSSION: Members of the Destin Youth Council must be high school students with at least a 2.25 GPA. Terms shall be for one year, which begins in August and ends in July of the following year. Students may re-apply every year provided they remain within the grade limits of the membership qualifications. ****Members must reside within the city limits of Destin.**

(Note:** The Destin Youth Council ByLaws were amended by Resolution 17-36 (Atch A) which allowed the appointment of up to 3 non-resident members to the youth council.

Resolution 22-16 (Atch B) amended Resolution 17-36 allowing the appointment of 30 percent of the members as non-resident members provided they meet all other membership criteria).

A. Link to Strategic Goals / Objectives: Enhanced Quality of Life

B. Effect on Budget (EOB): No significant budgetary impact. The Clerk's Office provides staff support to the Destin Youth Council.

C. Level of Service (LOS): A maximum of 14 members can serve on the Destin Youth Council. A fully seated council is necessary in order to effectively procure the business for which it was established.

2023-7189

D. Legislative Sponsor: City Council

III. CONCLUSION: A request for membership was advertised in the local newspaper and on the City of Destin website. Membership applications were made available online and at City Hall. The city received the following 17 applications:

Destin Youth Council				
NAME	GRADE	SCHOOL	RESIDENCE	COMMENTS
Briar Ramswell	12	Destin High School	14 Country Club Drive E, Destin	Destin Resident/ Member of last year's group
Caroline Pitchlynn	12	Destin High School	634 Sea View Drive, Destin	Destin Resident
Caylen Curle	10	Collegiate High School at NWESC in Niceville	19 Rue D Etretat, Destin	Destin Resident
Jared Cutts	12	Destin High School	655 Benning Dive, Destin	Destin Resident
Sophie Corey	11	Destin High School	817 Pinie St., Destin	Destin Resident
Charlie Frankfurt	10	Destin High School	336 Kelly Plantation, Destin	Outside city limits/Member of last year's group
Palmer Lindsley	11	FWB High School	359 Kelly Plantation, Destin	Outside city limits/Member of last year's group
Gia Giambrone	11	Destin High School	260 Vinings Way Blvd, Destin	Outside city limits
Gabriella Castaneda	12	Destin High School	4510 Marshbrook Way, Destin	Outside city limits
Hannah Baxley	11	Destin High School	4311 Derby Lane, Destin	Outside city limits
Mushira Housen	11	Destin High School	227 Laverary Drive, Destin	Outside city limits
Palmer Robbins	10	Destin High School	4368 Stonebridge Road	Outside city limits
Stella Scoma	9	Destin High School	322 Tequesta Drive	Outside city limits
Zoe Aslin	9	Destin High School	4571 Sailmaker Lane	Outside city limits
Celina Marie Sanchez	12	Destin High School	17 3 rd Street	Shalimar
Elise Filipsky	11	Destin High School	24 Captiva Circle	Miramar Beach, Walton County
Ivy Dimmel	12	Destin High School	324 Walton Way	Miramar Beach, Walton County

IV. RECOMMENDED MOTION: Procedures for nomination and appointment of applicants are within the council's discretion. The council can make individual or group appointments.

I move to appoint (name of applicant) to the Destin Youth Council

-- or --

I move to appoint the following applicants to the Destin Youth Council (Name of Applicants)

Attachments:

1. Resolution 17-26

2023-7189

ITEM #

2. Resolution 22-16

RESOLUTION 17-36

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA; RELATING TO THE DESTIN YOUTH COUNCIL; AMENDING THE DESTIN YOUTH COUNCIL BYLAWS BY AMENDING ARTICLE I, SECTION 2 – MEMBERSHIP APPOINTMENTS AND QUALIFICATIONS; ARTICLE III, SECTION 4 – QUORUM REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Destin has formed the Destin Youth Council; and

WHEREAS, the Destin Youth Council requires certain operating rules and guidelines; and

WHEREAS, in accordance with the established bylaws, these by-laws may be amended at any duly constituted meeting of the Destin City Council by an affirmative vote of a majority of the City Council members present and voting;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

The Destin Youth Council Bylaws are hereby amended as follows:

NOTE: Underlined language is proposed new language. ~~Struck through language~~ is language proposed to be deleted.

ARTICLE 1 – MEMBERSHIP APPOINTMENTS AND QUALIFICATIONS

Section 1 – Representation

A maximum number of fourteen (14) and a minimum number of seven (7) members will serve on the Destin Youth Council. The Destin Youth Council shall seek in its membership a diverse representation reflecting the community.

Section 2 – Membership Qualifications

Members must live within the city limits of Destin and must be between the grades of 9 to 12. The Destin City Council may appoint up to three non-resident members who attend a local area high school (or home school) to fill any vacancies occurring during the year. Members shall have at least a 2.25 GPA.

Section 3 – Term Limits

Members will serve a one-year term equivalent to the respective school year. Terms of office will begin in August and end in July the following year. Members may re-apply every year provided they remain within the grade limits of the membership qualifications.

Section 4 – Application Process

Members of the Destin Youth Council shall be chosen through an application process. Interested parties shall complete an application form. The Destin City Council shall

review the application and select members of the Destin Youth Council.

Section 5 – Appointment of Members

Each member of the Destin City Council shall appoint up to two members to the Destin Youth Council.

Section 6 – Conduct

Each member of the Destin Youth Council must conduct himself or herself in a positive, friendly, and law-abiding manner at all times. There will be no smoking, drinking alcoholic beverages, or using illegal drugs by any member of the Youth Council. Such behavior will not be tolerated and is ground for dismissal from the Youth Council.

ARTICLE II – OFFICERS

Section 1 – Officer Appointments

The officers of the Destin Youth Council shall be elected annually. The Destin Youth Council shall elect from its members a Chair and a Vice-Chair. The officers of the Youth Council shall be elected by a majority vote of the voting members present. The candidates receiving a majority vote of the Destin Youth Council members are elected.

Section 2 – Officer Duties

The duties of the officers shall be as follows:

- a. The Chair shall preside at the meetings of the Destin Youth Council and shall be charged with the administration of the affairs of the Youth Council with assistance from the City Clerk or designee. The Chair shall perform such other duties as provided by these by-laws and by rule of the Destin City Council.
- b. The duties of the Vice-Chair shall be to perform the duties and exercise the power of the Chair during their absence
- c. The City Clerk or designee shall determine a quorum for the meeting and shall conduct the roll call at the start of the meeting.

Section 3 – Term of Officers

The term of all officers provided for in Section one hereof shall be for one year or until their successors are elected.

Section 5 – Vacancies of Officers

Should a vacancy occur in an office of the Destin Youth Council by resignation, removal, or by some other reason, the office shall be filled by an election for the vacant office at the next regular meeting of the Destin Youth Council.

ARTICLE III – MEETINGS

Section 1 – Regular Meetings

Regular meetings of the Destin Youth Council shall be held at least once a month, on the

fourth Thursday of the month, beginning at 4:00 PM. Meeting schedule may be adjusted from time to time at a regular meeting by a majority vote of the members present. The principal meeting place of the Youth Council shall be at the Destin City Hall. Robert's Rules of Order shall govern the proceedings of the Youth Council in all cases to which they are applicable, and in which they are not inconsistent with these by-laws. Matters for consideration by the Youth Council shall be presented only at Youth Council meetings. The Office of the City Clerk shall give public notice of the meeting in accordance with the requirements of the Florida Open Meetings Law. This notice shall include posting on the City of Destin's official website.

Section 2 – Special Meetings

Special meetings may be called upon the request of the Chair. Request for special meetings shall be sent via electronic mail, or by telephone, to the office of the City Clerk at least 48 hours before the time of the meeting. This request shall include the reason or reasons for requesting the special meeting. The Office of the City Clerk shall notify every member of the Youth Council via electronic mail or by telephone. No subjects other than those stated in the notice shall be considered at the special meeting.

Section 3 – Open Meetings

All meetings of the Destin Youth Council shall be open to the public and be subject to all requirements of the Florida's Open Meeting Law.

Section 4 – Quorum Requirements

A quorum is necessary to transact official business at any meeting. The presence of the majority of the entire membership of the Destin Youth Council shall constitute a quorum for a meeting of the Youth Council. The majority of the quorum present and voting must be comprised of Destin residents.

Section 5 – Voting

The affirmative vote of a majority of the members present shall be necessary to adopt a recommendation to be forwarded to the Destin City Council for review and/or possible action.

Section 6 – Order of Business

The Chair of the Youth Council shall, when present, call the members of the Youth Council to order. Before proceedings to business, the roll of the members shall be called, and the names of those present (and absent) entered in the minutes. If a quorum is present, the order of the business shall be:

- a. Pledge of allegiance.
- b. Approval of the minutes of the previous meeting.
- c. Old business.
- d. New Business
- e. Public comments
- f. Announcements.
- g. Adjournment

Section 7 – Conduct of Members

No member of the Youth Council shall interfere with the orderly progress of the meeting by leaving his or her seat or engaging in unnecessary conversation. Any member guilty of any unprofessional conduct shall be reported to the Destin City Council.

Section 8 – Attendance

Attendance at regular Youth Council meetings is expected from all members. If a member cannot attend due to sickness or for a duly-authorized reason, the member shall notify the Office of the City Clerk who shall notify the Chair of the Destin Youth Council. Any member of the Destin Youth Council who missed three consecutive meetings shall be reported to the Destin City Council.

ARTICLE IV – REPORTS

Section 1 – Annual Report to the Destin City Council

The Chair or their designee shall make a report to the Destin City Council of the activities and businesses of the Youth Council at least once each calendar year.

ARTICLE V – AMENDMENTS TO THE BYLAWS

Section 1 – By-Laws and Amendments

The by-laws of the Youth Council shall be reviewed once each year. The Destin Youth Council may make a recommendation for amendments to the bylaws at a regular meeting by a majority vote of the voting members present. Amendments to the bylaws must be approved by the Destin City Council in order to take effect.

EFFECTIVE DATE: This resolution shall take effect upon its adoption by Council and signature of the Mayor.

ADOPTED THIS 6TH DAY OF SEPTEMBER 2017
By:



Scott Fischer, Mayor

ATTEST:



Rey Bailey, City Clerk

RESOLUTION 22-16

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA; RELATING TO THE DESTIN YOUTH COUNCIL; AMENDING RESOLUTION 17-36, THE DESTIN YOUTH COUNCIL BYLAWS; AMENDING ARTICLE I, SECTION 2 – MEMBERSHIP APPOINTMENTS AND QUALIFICATIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Destin has formed the Destin Youth Council; and

WHEREAS, the Destin Youth Council requires certain operating rules and guidelines; and

WHEREAS, in accordance with the established bylaws, these by-laws may be amended at any duly constituted meeting of the Destin City Council by an affirmative vote of a majority of the City Council members present and voting.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

Resolution 17-36, which sets forth the Destin Youth Council Bylaws, is hereby amended as follows:

NOTE: Underlined language is proposed new language. ~~Struck-through language~~ is language proposed to be deleted.

ARTICLE 1 – MEMBERSHIP APPOINTMENTS AND QUALIFICATIONS

Section 1 - Representation

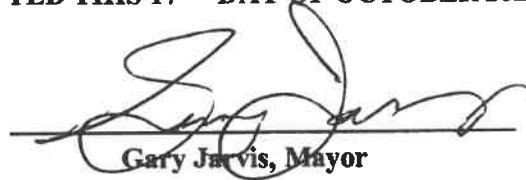
A maximum number of fourteen (14) and a minimum number of seven (7) members will serve on the Destin Youth Council. The Destin Youth Council shall seek in its membership a diverse representation reflecting the community.

Section 2 – Membership Qualifications

Members must live within the city limits of Destin and must be between the grades of 9 to 12. The Destin City Council may appoint up to ~~three non-resident members~~ 30 percent of the members as non-resident members who attend a local area high school (or home school) to fill any vacancies occurring during the year. Members shall have at least a 2.25 GPA.

EFFECTIVE DATE: This resolution shall take effect upon its adoption by Council and signature of the mayor.

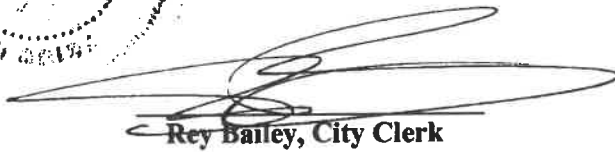
ADOPTED THIS 17TH DAY OF OCTOBER 2022
By:



Gary Jarvis, Mayor



ATTEST:



Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney for the City of Destin only:



Kyle S. Bauman, City Attorney

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ITEM #

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023

TYPE OF AGENDA ITEM:

City Manager Report

AGENDA OUTLINE NUMBER:

4.E.

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

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023**TYPE OF AGENDA ITEM:**

Public Hearing**AGENDA OUTLINE NUMBER:**

5.A.

TO: City Council**THRU:** Lance Johnson, City Manager**FROM:** Kimberly Kopp, City Attorney
Ryan Scott, City Engineer
Louis Zunguze, Community Development Director**DATE:** October 11, 2023**SUBJECT:** Second reading of Ordinance 23-15-CC - Requiring undergrounding of utilities; changing the name of Chapter 18 of the Code of Ordinances from "Streets and Public Places" to "Utilities, Streets, and Public Places"; amending Chapter 18 of the Code of Ordinances to establish a new Article V "Undergrounding of Utility Facilities" and making other amendments to Chapter 18 for consistency with Article V.

I. BACKGROUND: On November 1st, 2021, the City of Destin executed Ordinance 21-22-CN granting Gulf Power and its successors an electric franchise. This agreement was accepted by Gulf Power with an effective date of November 17, 2021. This franchise agreement increased the franchise fee from 4% to 6% of billed revenues for a period of 30 years (Section 5 and Section 3) and restricted the new 2% towards undergrounding of overhead utilities. Section 3 (c) of this agreement included a deadline of two years after the acceptance date to complete negotiations and to execute an Underground Facilities Conversion Agreement for phase one. Gulf Power was subsequently taken over by Florida Power & Light (FPL).

In March 2021, the City of Destin executed an agreement with Utility Consultants of Florida (UCoF) to manage the conversion project. This task is underway.

UCoF has received revised data from the telecom providers with specifics to underground 5.69 (conduit) miles including many lateral feeds and replacement of over 100 streetlights within the corridor along Highway US98 from the Marler Bridge to Airport Road.

The undergrounding efforts of the City Council reflect the following goals, policies and objectives:

- (1) The city is responsible for promoting and protecting the public interest and the interests of the residents, visitors, and businesses of the city in having safe, reliable, and affordable utility services.
- (2) Utility companies, including those providing electric power, telecommunications, video, cable television, internet, broadband, and similar services, have the fundamental responsibility and obligation to provide safe and reliable utility services at the lowest possible cost.
- (3) Utility companies are allowed by the city to use rights-of-way and other public properties for the installation and operation of the physical facilities by which they provide their services.
- (4) Coastal areas of Florida, including the City of Destin, are vulnerable to the impacts of weather, including hurricanes, tropical storms, and other weather events that can render utility facilities, particularly overhead or aerial facilities, inoperable for extended periods of time, resulting in significant economic losses and adverse impacts to the city and the quality of life of the city's residents, visitors, and businesses.
- (5) Utility services provided by underground utility facilities are substantially and significantly more reliable and resilient than overhead facilities.
- (6) Underground facilities are generally restored to service following significant weather events much more quickly than overhead facilities, and at significantly lower costs for service restoration.
- (7) The costs of operating and maintaining underground facilities are generally less than the costs of operating and maintaining overhead facilities, in significant part because they are not subject to damage from vegetation and lesser weather events, and because utilities avoid substantial vegetation management costs and other maintenance costs that are incurred with overhead facilities.
- (8) Underground facilities are generally much safer than overhead facilities because they have no risks of poles or wires falling on people or property and because they have virtually no risks of being struck by vehicles.
- (9) Underground utility facilities provide more aesthetically desirable experiences for residents, visitors, and businesses, and they also enhance the value of properties and entire communities.
- (10) It is the city's intent to promote and protect the public and the public interest by requiring that all new utility facilities be installed using underground equipment and

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technologies, and further by requiring the conversion of existing overhead utility facilities to underground to the maximum extent possible and practicable.

(11) It is the city's intent to treat all suppliers, sellers, and providers of utility services within the city, and all users of utility services within the city, in a nondiscriminatory manner.

Consistent with these objectives, City Attorney, Kimberly Kopp, and Special Utilities Counsel, Schef Wright, have prepared the attached Ordinance requiring undergrounding of utilities. The City Engineer, Ryan Scott, has also reviewed and provided input during preparations of the proposed Ordinance.

II. DISCUSSION: Except as otherwise specifically provided in the proposed Ordinance, the Ordinance requires that all facilities for providing electrical power, telecommunications, video, cable television, internet, broadband, and similar services (collectively, as used herein, "utility facilities") located within the jurisdiction of the city be placed underground.

Further, the ordinance provides for the conversion of all existing overhead utility facilities to the maximum extent possible and practicable through a coordinated program of phased conversion projects in cooperation and partnership with the affected utilities. Overhead utility facilities existing within the city as of the date of the adoption of this ordinance would be required to be placed underground upon expiration of the applicable franchise, license or agreement with the city, or as soon as reasonably practicable as part of the city's underground conversion program and projects.

Private property owners also share responsibility under the Ordinance. The ordinance requires that all utility facilities located on private property for all new construction and for reconstruction be placed underground. Specifically, within six (6) months after written notice is given by the city or by the applicable utility provider that service is available from underground utility facilities, all owners of property where service is available from such facilities would be required to connect to the underground facilities and terminate all service from the respective overhead facilities.

The proposed ordinance provides for specified exemptions in Section 18-76, and penalties for noncompliance in Section 18-77. Proposed penalties include permit revocation, city code enforcement/compliance proceedings, and any other appropriate legal or equitable remedies at law, including, without limitation, a mandatory injunction to require compliance with this article. The ordinance provides the City is entitled to recover its court costs and attorney's fees incurred in any litigation or administrative proceeding filed to require a property owner to connect to the underground facilities or to otherwise comply with the provisions of this article.

Additionally, in the event the owner(s) of any property within the city fail(s) to connect to the underground facilities within six (6) months after written notice given by the city or by the applicable utility provider that service is available from underground utility facilities, the city may proceed to have the underground connection(s) installed and assess the cost against the property benefited as a lien. The ordinance also recognizes that noncompliance may result in the city having to forfeit substantial credits or similar monetary benefits from

Florida Power and Light Company, pursuant to its tariffs, thus resulting in increased costs to the city of obtaining the benefits of underground utility facilities for the city, its residents, visitors, and businesses. Therefore, if any resident's or residents' failure to comply with this article results in such forfeiture, any such noncomplying resident or residents shall be responsible to the city for the amount of the forfeiture.

A. Link to Strategic Goals / Objectives: 2024 Council Objectives:

1.3 Underground Utilities

B. Effect on Budget (EOB): The primary responsibility will lie with the utility providers and with property owners who are within reasonable range of underground connections. The City may choose to expend electric franchise fees and other sources at hand to assist with conversion from overhead to underground.

C. Level of Service (LOS): Increased levels of service as further detailed herein.

D. Legislative Sponsor: City Council

III. CONCLUSION: Given the Council objectives in obtaining undergrounding on a consistent basis throughout the City for the reasons set forth herein and as expressed in the Ordinance, it is recommended that the City Council approve the Ordinance on second reading. The City Council approved this ordinance on first reading on October 16, 2023.

IV. RECOMMENDED MOTION: I move to approve Ordinance 23-15-CC on second reading.

Attachments:

1. Ordinance 23-15-CC

ORDINANCE NO. 23-15-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, REQUIRING UNDERGROUNDING OF UTILITIES; CHANGING THE NAME OF CHAPTER 18 OF THE CODE OF ORDINANCES FROM “STREETS AND PUBLIC PLACES” TO “UTILITIES, STREETS AND PUBLIC PLACES”; AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES TO ESTABLISH A NEW ARTICLE V “UNDERGROUNDING OF UTILITY FACILITIES” AND MAKING OTHER AMENDMENTS TO CHAPTER 18 FOR CONSISTENCY WITH ARTICLE V; ESTABLISHING PROVISIONS REQUIRING THE UNDERGROUNDING OF UTILITIES; PROVIDING FOR PRIVATE PROPERTY OWNER’S RESPONSIBILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR PHASED CONVERSION OF EXISTING OVERHEAD UTILITY FACILITIES; PROVIDING FOR CERTAIN PERMITTING REQUIREMENTS; PROHIBITING PERMITS FOR NEW OVERHEAD UTILITY FACILITIES; PROVIDING FOR EXCEPTIONS; PROVIDING FOR PENALTIES; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 386, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the city is responsible for promoting and protecting the public interest and the interests of the residents, visitors, and businesses of the city in having safe, reliable, and affordable utility services; and

WHEREAS, utility companies, including those providing electric power, telecommunications, video, cable television, internet, broadband, and similar services, have the fundamental responsibility and obligation to provide safe and reliable utility services at the lowest possible cost; and

WHEREAS, utility companies are allowed by the city to use rights-of-way and other public properties for the installation and operation of the physical facilities by which they provide their services; and

WHEREAS, coastal areas of Florida, including the City of Destin, are vulnerable to the impacts of weather, including hurricanes, tropical storms, and other weather events that can render utility facilities, particularly overhead or aerial facilities, inoperable for extended periods of time, resulting in significant economic losses and adverse impacts to the city and the quality of life of the city's residents, visitors, and businesses; and

WHEREAS, utility services provided by underground utility facilities are substantially and significantly more reliable and resilient than overhead facilities; and

WHEREAS, underground facilities are generally restored to service following significant weather events much more quickly than overhead facilities, and at significantly lower costs for service restoration; and

WHEREAS, the costs of operating and maintaining underground facilities are generally less than the costs of operating and maintaining overhead facilities, in significant part because they are not subject to damage from vegetation and lesser weather events, and because utilities avoid substantial vegetation management costs and other maintenance costs that are incurred with overhead facilities; and

WHEREAS, underground facilities are generally much safer than overhead facilities because they have no risks of poles or wires falling on people or property and because they have virtually no risks of being struck by vehicles; and

WHEREAS, underground utility facilities provide more aesthetically desirable experiences for residents, visitors, and businesses, and they also enhance the value of properties and entire communities; and

WHEREAS, it is the city's intent to promote and protect the public and the public interest by requiring that all new utility facilities be installed using underground equipment and technologies, and further by requiring the conversion of existing overhead utility facilities to underground to the maximum extent possible and practicable; and

WHEREAS, it is the city's intent to treat all suppliers, sellers, and providers of utility services within the city, and all users of utility services within the city, in a nondiscriminatory manner; and

WHEREAS, two public hearings have been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Code of Ordinances that have been skipped and remain unchanged.

SECTION 3. AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES, SECTION AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES TO ESTABLISH A NEW ARTICLE V “UNDERGROUNDING OF UTILITY FACILITIES” AND MAKING OTHER AMENDMENTS TO CHAPTER 18 FOR CONSISTENCY WITH ARTICLE V Chapter 18 of the Code of Ordinances is hereby amended as follows:

CHAPTER 18. UTILITIES, STREETS AND PUBLIC PLACES

ARTICLE II. RIGHTS OF WAY.

Sec. 18-42. - Intent and purpose.

It is the intent of the city to promote the public health, safety and general welfare by: providing for the placement or maintenance of communications facilities in the public rights-of-way within the city; adopting and administering reasonable rules and regulations not inconsistent with state and federal law, including F.S. § 337.401, as it may be amended, the city's home-rule authority, and in accordance with the provisions of the Federal Telecommunications Act of 1996 and other federal and state law; establishing reasonable rules and regulations necessary to manage the placement or maintenance of communications facilities in the public rights-of-way by all communications services providers; and minimizing disruption to the public rights-of-way. In regulating its public rights-of-way, the city shall be governed by and shall comply with all applicable federal and state laws. In addition, placement of utilities in City rights-of-way is subject to the requirements of Article V, “Undergrounding of Utility Facilities.”

ARTICLE V. UNDERGROUNDING OF UTILITY FACILITIES

Sec. 18-69. – Findings of fact.

The city council finds the following:

- (1) The city is responsible for promoting and protecting the public interest and the interests of the residents, visitors, and businesses of the city in having safe, reliable, and affordable utility services.

- (2) Utility companies, including those providing electric power, telecommunications, video, cable television, internet, broadband, and similar services, have the fundamental responsibility and obligation to provide safe and reliable utility services at the lowest possible cost.
- (3) Utility companies are allowed by the city to use rights-of-way and other public properties for the installation and operation of the physical facilities by which they provide their services.
- (4) Coastal areas of Florida, including the City of Destin, are vulnerable to the impacts of weather, including hurricanes, tropical storms, and other weather events that can render utility facilities, particularly overhead or aerial facilities, inoperable for extended periods of time, resulting in significant economic losses and adverse impacts to the city and the quality of life of the city's residents, visitors, and businesses.
- (5) Utility services provided by underground utility facilities are substantially and significantly more reliable and resilient than overhead facilities.
- (6) Underground facilities are generally restored to service following significant weather events much more quickly than overhead facilities, and at significantly lower costs for service restoration.
- (7) The costs of operating and maintaining underground facilities are generally less than the costs of operating and maintaining overhead facilities, in significant part because they are not subject to damage from vegetation and lesser weather events, and because utilities avoid substantial vegetation management costs and other maintenance costs that are incurred with overhead facilities.
- (8) Underground facilities are generally much safer than overhead facilities because they have no risks of poles or wires falling on people or property and because they have virtually no risks of being struck by vehicles.
- (9) Underground utility facilities provide more aesthetically desirable experiences for residents, visitors, and businesses, and they also enhance the value of properties and entire communities.
- (10) It is the city's intent to promote and protect the public and the public interest by requiring that all new utility facilities be installed using underground equipment and technologies, and further by requiring the conversion of existing overhead utility facilities to underground to the maximum extent possible and practicable.
- (11) It is the city's intent to treat all suppliers, sellers, and providers of utility services within the city, and all users of utility services within the city, in a nondiscriminatory manner.

Sec. 18-70. – Definitions.

As used in this Article V, terms that are defined within the language of the article shall have the meanings set forth herein, and additionally, the following terms shall have the meanings indicated below.

- (1) “Distribution” or “electrical distribution” shall refer to electrical facilities that operate at voltages below 115,000 volts.
- (2) “Overhead facilities” means facilities that provide utility services by means of overhead or aerial poles, wires, conductors, transformers, fiber optic cable, switches, and other appurtenances that are affixed or connected to poles or other facilities that are located above ground, excluding pedestals, ground-mounted transformers, ground-mounted switches, ground-mounted vaults, and similar facilities for which all connecting wires and cables are underground.
- (3) “Public utility” has the meaning set forth in Section 366.02(1), Florida Statutes.
- (4) “Transmission” or “electrical transmission” shall refer to electrical facilities that operate, or that are designed to operate, at voltages of 115,000 volts or greater.
- (5) “Underground Facilities” means facilities, equipment, and appurtenances that provide utility services by means of underground wires, conductor, fiber optic cable, telecommunications wires and cables, conduit, ground-mounted transformers, ground-mounted switches and switchboxes, ground-mounted vaults, and other facilities that are installed underground or mounted on the ground with all connecting wires and cables serving such ground-mounted facilities installed underground.
- (6) “Utility” means any business entity of any type whatsoever that provides electrical power, telecommunications, video, cable television, internet, broadband, and similar services within the city.
- (7) “Utility facilities” means any and all facilities, equipment, and appurtenances that are used to provide electrical power, telecommunications, video, cable television, internet, broadband, and similar services within the city.
- (8) “Utility services” means electrical power, telecommunications, video, cable television, internet, broadband, and similar services.

Sec. 18-71. Utility facilities required to be underground; poles, overhead wires and associated overhead facilities, structures, and appurtenances unlawful.

Except as otherwise specifically provided in this article, all facilities for providing electrical power, telecommunications, video, cable television, internet, broadband, and similar

services (collective ly, as used herein, "utility facilities") located within the jurisdiction of the city shall be placed underground as provided herein. Poles, overhead wires, and associated overhead structures shall not be permitted except as specifically provided in this article.

All utility facilities required to be placed or installed underground pursuant to the provisions of this article shall be thus placed or installed, to the extent applicable, pursuant to applicable rules of the Florida Public Service Commission or pursuant to applicable tariffs of a public utility, as that term is defined in F.S. § 366.02(1), where such tariffs are fully subject to the regulatory jurisdiction of the Florida Public Service Commission over the rates, terms, and conditions of such tariffs.

Any utility facilities required to be placed or installed underground pursuant to the provisions of this article by entities that are not subject to the regulatory jurisdiction of the Florida Public Service Commission shall be thus placed or installed pursuant to the provisions of this article or pursuant to a binding agreement between the utility and the city.

This article shall apply to all new utility facilities located or proposed to be located within city, county, or state rights-of-way within the city, as well as in easements or on private properties. This article shall also apply to any relocation, refurbishment, upgrading, reconstruction, or restoration of utility facilities already located within the city, excepting only: (a) ordinary maintenance or repair of existing facilities, and (b) restoration of service under emergency conditions, e.g., following a hurricane or similar natural event that damages overhead utility facilities. Other than work within the exceptions set forth in the preceding sentence, any work for which a permit is sought involving the replacement of more than one pole or more than one span of wire, conductor, fiber optic cable, telecommunications wire, or the like shall be considered to be reconstruction and shall be made with underground facilities. Any upgrading of the capacity, capability, or technology of overhead facilities, regardless of the length of such facilities or the number of poles involved in such upgrading, is expressly subject to the mandatory undergrounding provisions of this article.

Sec. 18-72. Existing utilities.

It is the city's intent and goal to provide for the conversion of all existing overhead utility facilities to the maximum extent possible and practicable through a coordinated program of phased conversion projects in cooperation and partnership with the affected utilities. Unless otherwise specifically authorized by this article, overhead utility facilities existing within the city as of the date of the adoption of this ordinance pursuant to franchise, license, or agreement with the city shall be required to be placed underground upon expiration of the franchise, license or agreement with the city, or as soon as reasonably practicable as part of the city's underground conversion program and projects. When a utility relocates, refurbishes, upgrades, reconstructs, or restores the utility's facilities or a substantial portion of its facilities, as defined in section 18-70 above, such relocated, refurbished, upgraded, reconstructed, or restored facilities must be installed underground at the utility's expense. Overhead utility facilities existing as of the date of the adoption of this article pursuant to a franchise, license or agreement with the city may be placed underground before expiration of the franchise, license or agreement with the city, subject

to negotiation of a binding agreement between the city and the utility, or if and to the extent applicable, pursuant to applicable rules of the Florida Public Service Commission and pursuant to applicable tariffs of a public utility, as that term is defined in F.S. § 366.02(1), where such tariffs are fully subject to the regulatory jurisdiction of the Florida Public Service Commission over the rates, terms, and conditions of such tariffs. In the event that any poles remain in areas where the electrical distribution facilities have been converted to underground service and such poles are not promptly removed as part of an undergrounding project or pursuant to a separate agreement, it shall be the responsibility of the utility whose facilities last occupy a position on such poles to remove such poles. If the responsible utility does not remove such poles within ninety (90) days following notice from the city, the city may arrange for their removal and bill the utility for the cost of such removal.

Sec. 18-73. Permit required.

Except as otherwise required by law or provided in an existing franchise, license or agreement, a permit shall be required from the city for the placement of any utility facilities within city, county, or state rights-of-way located within the city, as well as in easements or on private properties. The permit shall be nonexclusive and consistent with federal, state and local law, shall be conditioned upon the payment of a fee by the utility to the city, with the amount of such fee to be determined by subsequent resolution, as may be amended from time to time, for use of the rights-of-way; said fee shall be determined in a reasonable and nondiscriminatory manner consistent with applicable law. For utilities that pay franchise fees or similar fees to the city pursuant to franchise agreements or similar agreements between the utility and the city, no additional payment for the use of the city's rights-of-way shall be required pursuant to this section for as long as those agreements remain in full force and effect and for so long as the utility continues to remit the fees provided for by such agreements. If a telecommunications company or cable television company elects to obtain a state franchise pursuant to F.S. § 610.104, or any similar successor statute, then such company shall thereafter be subject to the fees provided for by this article. The use of the rights-of-way shall also be conditioned upon compliance with all of the code provisions, rules and regulations of the city pertaining thereto as contained within the city's Code of Ordinances or within city's Land Development Code, as may be applicable.

Sec. 18-74. Private property owner's responsibility.

All utility facilities located on private property for all new construction and for reconstruction shall be required to be placed underground. In addition, all utility facilities for private properties subdivided subsequent to the adoption of this article shall be placed underground, including all distribution lines; telecommunications cables; fiber optic cable; service laterals, wiring, and cables; and other appurtenances associated with connecting the property owner's property to the utility's facilities. The property owner is also required to arrange for the service entrances for all utility services to be constructed so as to accept and be fully compatible with underground service.

Within six (6) months after written notice is given by the city or by the applicable utility provider that service is available from underground utility facilities, all owners of property where service is available from such facilities shall connect to the underground facilities and terminate all service from the respective overhead facilities.

Sec. 18-75. Permits for new overhead utility facilities prohibited.

Except as specifically authorized and provided in this article, no permit shall be issued by any city agency or official that will allow:

- (a) The installation of any new overhead wiring, electric supply conductors, fiber optic cable, telephone or other communications cable, or similar utility facilities, or
- (b) The installation of any overhead facilities in connection with any relocation, refurbishment upgrading, reconstruction, or restoration of utilities already located within the city; (excepting, in either case, only those facilities that are expressly and specifically permitted pursuant to this article).

Sec. 18-76. Exceptions.

Unless otherwise provided, this article and any resolution adopted pursuant hereto shall not apply to the following types of facilities:

- (1) Poles and associated overhead structures used exclusively for street lighting, area lighting, or signalization, provided that the electrical wires (conductor) and any necessary telecommunications wire or cables serving such lighting or signalization facilities shall be located underground.
- (2) Overhead wires, electric supply conductors, cable, fiber, or similar facilities owned by the property owner and attached to the exterior surface of the property owner's building by means of a bracket or other fixture and extending from one location on the building to another location on the same building or to an adjacent building without crossing any public street. Any electrical wiring installed overhead pursuant to this provision must be located on the customer's side of the electric utility's meter.
- (3) Radio antennae, associated equipment, and supporting structures for such antennae, used by a utility for furnishing wireless communication services, provided that any wire, cable, fiber optic cable, or similar linear appurtenances associated with such radio antennae and supporting structures are placed underground.
- (4) Pad mounted transformers, junction boxes, and service terminals on pedestals above ground used to distribute electrical, communications, broadband, internet, and community antenna television or similar or associated services in the underground utility systems.

- (5) Risers, pipes, or tubes that are affixed to structures for the purpose of delivering electrical, communication, community antenna television or similar or associated service from the underground system to such structures, including the wires or cables that are enclosed in such risers, pipes, or tubes.
- (6) Where necessary to comply with applicable codes, ordinances, or other laws or regulations, poles up to four (4) feet in height, provided that no wires, cables, or the like shall be run above ground between such poles or between poles and structures.
- (7) To the extent necessary, line terminal structures that are necessary to provide for the transition of overhead utility facilities to underground utility facilities, where such line terminal structures are located at the point where the overhead facilities enter the city and are routed to underground facilities.
- (8) Temporary poles, overhead wires and associated overhead structures located on private property used solely during the course of construction on that private property.
- (9) Temporary poles, wires, electric conductors, telephone or other communications cable, fiber optic cable and associated overhead facilities to provide temporary or emergency service installed subject to the provisions of this article.
- (10) Facilities installed solely for the purposes of (a) effecting ordinary maintenance or repair of existing facilities to those facilities' same state as preceding the events causing the need for maintenance or repair; or (b) restoring service under emergency conditions, e.g., following a hurricane or similar natural event that damages overhead utility facilities.

Sec. 18-75. Penalties.

- (1) Any utility violating the terms of this article shall be subject to having its permit revoked. Any utility violating the terms of this article shall, at the utility's expense, remove any overhead structures, conductor, cable, conduit, wiring or other facilities which are in violation hereof. Any utility violating the terms of this article shall also be subject to the penalties set forth in the city's Code of Ordinances and in the city's Land Development Code, and shall also be subject to other appropriate legal or equitable remedies at law. For purposes of this section, each pole, wire, transformer, cable, or other appurtenance or object placed above ground in violation of this article shall be considered a separate violation.
- (2) Any property owner in violation of this article shall be subject to the penalties and provisions set forth in any applicable provisions of the city's Code of Ordinances or in the city's Land Development Code, and also subject to other appropriate legal or equitable remedies at law, including, without limitation, a mandatory injunction to require compliance with this article. The city shall be entitled to recover its court costs and attorney's fees incurred in any litigation or administrative proceeding filed

to require a property owner to connect to the underground facilities or to otherwise comply with the provisions of this article.

- (3) In the event the owner(s) of any property within the city fails to connect to the underground facilities within six (6) months after written notice given by the city or by the applicable utility provider that service is available from underground utility facilities, then the city may proceed to have the underground connection(s) installed. The cost of the installation, plus ten (10) percent for administration, shall be assessed against the property benefited and it shall become a lien against the property superior to all others except taxes. The city clerk shall file such a lien in the official records of Okaloosa County showing the nature of such lien, the amount thereof, and an accurate legal description of the property, including the street address, which lien shall date from the date of filing and recite the name(s) of the owner(s) thereof. Such lien shall bear interest from the date of filing at the rate of twelve (12) percent per annum and shall be enforceable if unsatisfied at the expiration of one (1) year from the date of filing, as other liens may be enforced by the city. Upon notice of an impending county tax deed sale, the city shall request the clerk of the circuit court to collect all monies due to the city, including such municipal lien with interest.
- (4) Additionally, noncompliance with this article may result in the city having to forfeit substantial credits or similar monetary benefits from Florida Power and Light Company, pursuant to its tariffs, thus resulting in increased costs to the city of obtaining the benefits of underground utility facilities for the city, its residents, visitors, and businesses. If any resident's or residents' failure to comply with this article results in such forfeiture, then any such noncomplying resident or residents shall be responsible to the city for the amount of the forfeiture.

Sec. 18-76. Conflicting City Code. In the event of conflict between this Article 5 and any other applicable City Code, the provisions within this Article 5 shall prevail.

Sections 18-77—18-90. Reserved.

SECTION 4. INCORPORATION INTO CITY CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED this 6th day of November, 2023.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney, for the City of Destin, only.

Kimberly Romano Kopp, City Attorney

First Reading: October 16, 2023
Second Reading: November 6, 2023

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023**TYPE OF AGENDA ITEM:**

Public Hearing**AGENDA OUTLINE NUMBER:**

5.B.

TO: City Council**THRU:** Lance Johnson, City Manager
Kimberly Kopp, City Attorney**FROM:** Lance Johnson, City Manager
Kimberly Kopp, City Attorney**DATE:** November 1, 2023**SUBJECT:** Second reading of Ordinance 23-18-CN - Relating to a Natural Gas Utility Franchise of the Okaloosa Gas District; extending Ordinance 13-02-CN for an additional ten years pursuant to the same terms and conditions set forth in Ordinance 13-02-CN

I. BACKGROUND: The Okaloosa Gas District (District) is an independent special district of the State of Florida initially created by Chapter 29334, Laws of Florida, Special Acts of 1953 and recreated by Chapter 2000-443, Laws of Florida, Special Acts of 2000.

The District was created to acquire by purchase or construction, and to own, finance, operate, maintain, extend and improve one or more gas distribution and transmission systems, manufacturing plants, and other facilities necessary to provide natural gas utility services to its areas of service located in Okaloosa, Santa Rosa and Walton County, Florida.

The District has provided natural gas service to the City of Destin since the City's inception.

The City and the District entered into a franchise agreement pursuant to Ordinance 13-02-CN, which is set to expire on October 21, 2023 and neither party has indicated any desire to modify Ordinance 13-02-CN other than to extend the expiration date an additional ten years to October 21, 2033.

Staff believes it is mutually desirable and in the public's best interest to ensure that the

2023-7175

District's gas service be provided in the same safe and efficient manner consistent with federal and state regulatory safety standards as the District has done in the past. Further, staff believes that the granting of a non-exclusive franchise to the District to ensure that these objectives are facilitated and promoted is desirable.

II. DISCUSSION: The existing franchise ordinance 2013-02-CN is attached, and was set to expire on October 21, 2023. No issues or problems with the current franchise have been expressed by either party. Therefore, the sole recommended change is to extend the franchise for an additional ten-year term with no changes:

SECTION V. Term. The franchise shall be granted for a period of ten (10) years through October 21, 2033, provided, however, that the franchise is subject to review at the end of five (5) years upon the request of either party in writing within ninety (90) days of the expiration of the first five (5) years. The purpose of this review is to evaluate any substantial changes in the needs of the City or the District including any developments or innovations in the energy industry. In such event, the parties shall make a good faith effort to mutually resolve such needs or changes. Either party may request a review of the agreement at any time for the purpose of addressing changes in operating environment market conditions, new legislation or any other situations that significantly affect the delivery of natural gas services.

A. Link to Strategic Goals / Objectives: Financially sound city providing service excellence.

B. Effect on Budget (EOB): No change. Gas Franchise fee collections have ranged from \$209,000 to \$325,000 per year over the past five years.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: The City Council approved this Ordinance on first reading on October 16, 2023. It is recommended that the City Council approve the Ordinance on second reading.

IV. RECOMMENDED MOTION: I move to approve Ordinance 23-18-CN on second reading.

Attachments:

1. Okaloosa Gas Franchise Agreement
Ext
2. Ordinance 13-02-CN Natural Gas
Utility Franchise

ORDINANCE 23-18-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO A NATURAL GAS UTILITY FRANCHISE OF THE OKALOOSA GAS DISTRICT; EXTENDING ORDINANCE 13-02-CN FOR AN ADDITIONAL TEN YEARS PURSUANT TO THE SAME TERMS AND CONDITIONS SET FORTH IN ORDINANCE 13-02-CN; PROVIDING FOR REPEALING; SEVERABILITY; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Okaloosa Gas District (District) is an independent special district of the State of Florida initially created by Chapter 29334, Laws of Florida, Special Acts of 1953 and recreated by Chapter 2000-443, Laws of Florida, Special Acts of 2000; and

WHEREAS, the District has been created to acquire by purchase or construction, and to own, finance, operate, maintain, extend and improve one or more gas distribution and transmission systems, manufacturing plants, and other facilities necessary to provide natural gas utility services to its areas of service located in Okaloosa, Santa Rosa and Walton County, Florida; and

WHEREAS, the District has provided natural gas service to the City of Destin since the City's inception; and

WHEREAS, the City and the District entered into a franchise agreement pursuant to Ordinance 13-02-CN, which is set to expire on October 21, 2023 and neither party desires to modify Ordinance 13-02-CN other than to extend the expiration date an additional ten years to October 21, 2033; and

WHEREAS, the City Council of Destin, Florida and the Okaloosa Gas District find that it is in the best interest of the public to insure that all areas within the City limited continue to be provided with high quality natural gas service; and

WHEREAS, the City Council of Destin, Florida finds it in the public interest to maintain control over the use of public rights-of-way by natural gas providers to ensure against interference with public convenience, to promote aesthetic considerations, to regulate the City's limited right-of-way property to ensure its most efficient and safe use, and to protect the public's investment in right-of-way property; and

WHEREAS, it is mutually desirable and in the public's best interest to ensure that the District's gas service be provided in the same safe and efficient manner consistent with federal and state regulatory safety standards as the District has done in the past; and

WHEREAS, the City Council of Destin, Florida finds that the granting of a non-exclusive franchise to the District to ensure that these objectives are facilitated and promoted is desirable;

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.

Section 1. Modifications to Ordinance 2013-02-CN:
Section V. of Ordinance 2013-02-CN is hereby modified as follows:

SECTION V. Term. The franchise shall be granted for a period of ten (10) years through October 21, 2033, provided, however, that the franchise is subject to review at the end of five (5) years upon the request of either party in writing within ninety (90) days of the expiration of the first five (5) years. The purpose of this review is to evaluate any substantial changes in the needs of the City or the District including any developments or innovations in the energy industry. In such event the parties shall make a good faith effort to mutually resolve such needs or changes. Either party may request review of the agreement at any time for the purpose of addressing changes in operating environment market conditions, new legislation or any other situations that significantly affect delivery of natural gas services.

Section 2. REPEALING CLAUSE.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 3. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance for any reason is held invalid or unconstitutional by the decision of any court of competent jurisdiction or administrative agency, such decision shall not affect the validity of the remaining portions thereof. The District hereby declares that it would have accepted the provisions of this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared illegal, invalid or unconstitutional. The invalidity of any portion of this ordinance shall not abate, reduce or otherwise affect any consideration or other obligation by the District of the franchise granted hereunder; provided, however, that the City may amend those provisions invalidated, subject to the District's approval, and provided further that the City may terminate the franchise when, in its sole discretion, it determines that the invalidated provision may not be so amended as to preserve the purposes for which it was agreed to in the original franchise and when said invalidated provision is found by the City to be essential to the franchise as a whole.

Section 4. EFFECTIVE DATE.

This ordinance shall take effect upon its adoption by the City Council and signature of the Mayor, and upon filing of the District's written acceptance with the City Clerk within thirty (30) days of the date of adoption of this ordinance.

ADOPTED THIS _____ DAY OF _____
2023, nunc pro tunc October 21, 2023.

By: _____
Bobby Wagner Mayor

ATTEST:

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed by the City Attorney.

Kimberly Romano Kopp
City Attorney

1st reading: October 16, 2023
2nd reading: November 6, 2023

APPROVAL AND ACCEPTANCE

The Okaloosa Gas District does hereby approve and accept the foregoing gas franchise ordinance and agrees to perform, assume and comply with all the terms, conditions, covenants and obligations of said franchise ordinance, and authorizes its Chief Executive Officer to execute this Approval and Acceptance.

Dated this _____ day of _____ 2023.

OKALOOSA GAS DISTRICT

BY: _____

Name: _____

Title: _____

ATTEST:

ORDINANCE 13-02-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RELATING TO A NATURAL GAS UTILITY FRANCHISE TO THE OKALOOSA GAS DISTRICT, CREATED UNDER THE LAWS OF THE STATE OF FLORIDA; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE RIGHT, AUTHORITY, EASEMENT AND PRIVILEGE TO INSTALL, OPERATE AND MAINTAIN A NATURAL GAS MANUFACTURING PLANT OR PLANTS; NATURAL GAS TRANSMISSION AND DISTRIBUTION SYSTEM AND SUCH OTHER NECESSARY FACILITIES FOR THE PURPOSE OF PROVIDING NATURAL GAS SERVICES TO ALL CLASSES OF CUSTOMERS WITHIN THE CITY OF DESTIN, FLORIDA; PROVIDING DEFINITIONS; PROVIDING FOR A GRANT OF FRANCHISE PRIVILEGE; PROVIDING A NON-EXCLUSIVE GRANT; PROVIDING GEOGRAPHIC AREA; PROVIDING A TERM; PROVIDING CONSIDERATION; PROVIDING CUSTOMER RATES; PROVIDING COLLECTION PROVISION; PROVIDING ACCOUNTING; AUDIT; INSPECTION; PROVIDING CITY NOT TO COMPETE; PROVIDING PROPER OPERATION; COMPLIANCE WITH LAWS; PROVIDING RELOCATION AT DISTRICT EXPENSE; PROVIDING RELOCATION FOR PRIVATE ENTERPRISE; PROVIDING RESTORATION; PROVIDING RIGHT TO PURCHASE AFTER EXPIRATION OF FRANCHISE; PROVIDING NOTICE OF EXERCISE OF OPTION; PROVIDING TRANSMISSION SYSTEM AND INTERRUPTIBLE CUSTOMERS; PROVIDING SERVICE POLICIES; PROVIDING MONITORING PERFORMANCE AND COMPLIANCE; PROVIDING ANNEXATION PROVISION; PROVIDING DEFAULT CLAUSE; PROVIDING PROPER OPERATION; PROVIDING HOLD HARMLESS CLAUSE; PROVIDING SOVEREIGN IMMUNITY; PROVIDING CONTINUITY OF SERVICE MANDATORY; PROVIDING FAILURE TO REQUIRE PERFORMANCE, NOT A WAIVER; PROVIDING EXCLUSIVITY OF ORDINANCE SECTIONS; PROVIDING REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF DESTIN, FLORIDA:

SECTION I. Definitions.

Wherever used in this ordinance, the following words shall have the following meaning:

1. "City" means the City of Destin.
2. "District" means the Okaloosa Gas District.

3. "Corporate Limits" means the corporate limits of the city as said limits are now established or as such limits may hereafter be extended.
4. "Transmission System" means the District's main transmission lines, laterals, metering stations, connections and other components thereof used in the transporting of gas to connect to the distribution system within the city and to transport gas to such other distribution systems or points of destination in other cities or unincorporated territories.
5. "Distribution System" means the distribution system of the District lying within the corporate limits of the city and all such distribution facilities of the District in the area adjacent thereto as the city and the District shall mutually in good faith determine to constitute a component part of such distribution system. The terms, however, shall not include any interruptible customer or any connections or metering facilities of the District used in connection with its gas transmission system or any transmission line tap connections for individual customers or metering facilities for such connections.
6. "Interruptible Customer" means natural gas is offered to customer on a contract which anticipates and permits interruption of gas service on short notice.
7. "Non-interruptible Gas" means gas sold to all classes of customers other than interruptible customers.
8. "Agreed" means an express contractual covenant.
9. "Legislative Charter" means the legislative act creating the Okaloosa County Gas District, and repealing and codifying the District's Charter, Chapter 29334, Laws of Florida, 1953, as amended, reestablishing and recreating the Okaloosa Gas District, being Chapter 2000-443, House Bill No. 1637.
10. "Fair Market Value" means the price that a willing seller would take being under no compulsion to sell and the price that a willing purchaser would pay being under no compulsion to purchase.
11. "Gross Revenues" means all sums of money which the District collected from the customers from the sale of gas within the franchise area with the exception of reasonably uncollectible receivables.
12. "Feasible" means the determination of cost effectiveness of extension of service to any and all un-serviced areas in the District using a single formula for analysis of economic data for all areas with final determination made by the District Board of Directors.

SECTION II. Grant of franchise privilege.

District is hereby granted a non-exclusive franchise, including every right and privilege appertaining thereto, to erect, construct, own, install, extend, renew, repair, improve, operate and maintain a gas manufacturing plant or plants, gas transmission system, gas distribution system

and such other facilities or equipment as may be necessary or desirable for the purpose of providing gas services and lawful activities necessary to perform and provide gas services enumerated in the District's Legislative Charter, in, upon, above, over, under and across the present and future highways, sidewalks, easements, dedications and other public property within the franchise area, such mains, pipes and conduits and other property as may be necessary and appurtenance to a gas service system, insofar as is consistent with the ordinances of the City, and the right to transmit same to the inhabitants within the City's corporate limits on the terms and conditions of this franchise. The District shall be required to secure a right-of-way construction permit from the City pursuant to Article I, Section 18-2, Destin City Code (Appendix G, Streets and Public Places, Land Development Code) which will not be unreasonably withheld.

SECTION III. Non-exclusive grant.

The right to use and occupy said highways, sidewalks, easements, dedications and other public property for the purpose herein set forth shall not be exclusive, and Town reserves the right to grant a similar use in said highways, sidewalks, easements, dedications and other public property to any other person.

SECTION IV. Geographic area.

This franchise covers the geographical area of the entire city limits of the City of Destin, Florida. District agrees that the limits of the franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that the District has no vested right in a specific area. The District hereby agrees to provide service to any and all areas that may be annexed to the City provided feasibility of the area annexed meets the same feasibility requirements for extension of service as other areas serviced by the District. Subject to reasonable and diligent priority, service to all areas proven feasible should be available within six (6) months of notification by the City that the annexed area desires natural gas service. Any and all annexed areas will fall under the same terms and conditions of this ordinance as the current areas now located within the City. The City agrees to notify the District of the names and addresses of the residents in newly annexed areas within sixty (60) days of the date of annexation.

SECTION V. Term.

The franchise shall be granted for a period of ten (10) years provided, however, that the franchise is subject to review at the end of five (5) years upon the request of either party in writing within ninety (90) days of the expiration of the first five (5) years. The purpose of this review is to evaluate any substantial changes in the needs of the City or the District including any developments or innovations in the energy industry. In such event the parties shall make a good faith effort to mutually resolve such needs or changes. Either party may request review of the agreement at any time for the purpose of addressing changes in operating environment market conditions, new legislation or any other situations that significantly affect delivery of natural gas services.

SECTION VI. Consideration.

A. A. District shall pay to the City a sum equal to six percent (6%) of gross revenues collected from the customers from the sale of gas. Payment to the City shall be made in monthly payments during the year, with the last payment within thirty (30) days of the close of each fiscal year, and without demand by the City. Any adjustment payment due the City resulting from the District's annual audit shall be made to the City by the District within thirty (30) days of the completion of the District's annual audit.

B. It is further understood and agreed that the consideration paid pursuant to this ordinance shall not be added on as a separate item on the customer's bill unless and until such time as the District separately itemizes such amounts in its system-wide billing.

C. No acceptance of any payment shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums. If a recomputation results in additional revenue to be paid to the City, such amount shall be subject to a surcharge of the lesser of twelve percent (12%) per annum, or the prime rate effective the date the payment was originally due as reported in the Wall Street Journal.

D. In the event that any payment is not made within thirty (30) days of when due, interest on such payment shall apply from such date at the prime rate effective the date the payment was originally due as reported in the Wall Street Journal.

E. The District shall pay the City a sum equal to six percent (6%) of gross revenues provided, however, the maximum cost of gas from which the gas franchise fee is calculated shall not exceed twenty-percent (20%) the annualized cost of gas included in the District's approved annual budget for the fiscal year. The preceding limitation of payments will not become effective until at least 75% of the members of the Okaloosa Gas District have approved either a franchise agreement or an amendment to a franchise agreement containing an annualized cost of gas fee cap paragraph.

SECTION VII. Customer Rates.

By acceptance of this franchise, the District specifically agrees that the City's customers' rates are consistent and shall remain consistent with rates to customers within Okaloosa County, including all other municipalities.

SECTION VIII. Collection Provision.

The District hereby agrees to collect and remit to the City any lawfully levied utility taxes now existing or hereinafter enacted upon gas customers of the District within the City limits.

SECTION IX. Accounting; Audit; Inspection.

The District agrees that it will cause an annual audit immediately after the end of each fiscal year to be made of its books, records and accounts by a certified public accountant and will furnish a copy thereof to the City. The District shall keep an accurate set of books and records reflecting the gross revenues derived under and pursuant to the franchise rights herein granted. The City may, upon reasonable notice at any reasonable time during business hours, have its certified public accountant make examinations at the District's office of any and all of its books and records for the purpose of verifying any of the statements of receipts herein provided.

SECTION X. City not to compete.

The City agrees that it shall not, during the term of this franchise, construct, acquire, own or operate, directly or indirectly, a gas plant or gas transmission or gas distribution system within its corporate limits except through the exercise of the option to purchase hereinafter provided in this ordinance or except in the event this franchise is terminated prior to the end of the term of this franchise.

SECTION XI. Proper Operation; Compliance with Laws.

a. All plants, transmission lines, distribution lines, fittings, appliances, appurtenances and all components and installations of the District shall be maintained in reasonably good condition and repair. The District and the City mutually agree that the location, appearance and aesthetic qualities of such facilities are important considerations and agree to cooperate with each other with regard to the location, relocation and construction of such facilities to achieve the most feasible and desirable result compatible with sound economics and the City's ordinances, rules and regulations applicable to rights-of-way.

b. The District shall at all times employ due care and shall install and maintain in use commonly accepted methods and devices for the prevention of failures and accidents which are likely to cause damage, injuries or nuisances to the public.

c. The District shall install and maintain its gas system in accordance with the requirements of US DOT Title 49, § 192, Code of Federal Regulations and Chapter 368, Florida Statutes, and shall conduct operations in compliance with all other applicable federal, state, county and City laws and regulatory standards.

d. All structures and all lines, equipment and connections in, over, under and upon the highways, sidewalks, easements, dedications or other public property shall at all times be kept and maintained in a safe, suitable, substantial condition and in good order and repair.

SECTION XII. Relocation at District expense.

The District agrees that in all cases the location or relocation of all plants, transmission lines, distribution lines, fittings, appliances, appurtenances and all components and installations of the District and the construction thereof or any change or extension, removal or relocation

necessitated by a change by the City of the grade, width or location of any street, alley or other public way, except as provided in succeeding Paragraph XII, the District will promptly, at its own expense, change or move its structures so as to conform thereto and further agrees to restore any and all public right-of-ways disturbed by the District to their original condition (as determined by the City). The District further agrees that it will, in advance of any paving or repaving of any streets, alley, or other public way, and upon reasonable notice thereof, install and construct, at its own expense, all conduit, transmission lines, distribution lines and other installations reasonably necessary for its future use in said street, alley or other public way, so as to prevent, so far as possible, the disturbance by the District of any pavement; provided further, however, that the City further agrees that it will in advance of any such paving or repaving of any street, alley, or other public way, notify the District of such plans in advance and coordinate the same with the District for the purpose of planning to achieve maximum economic cost savings to both parties.

SECTION XIII. Relocation for private enterprise.

It is agreed that in the event of the closing or abandonment of any street, alley or other public way by the City to accommodate the request of private persons or corporations solely for the benefit of such private persons or private corporations containing District gas transmission lines, distribution lines, metering or other facilities, that the City will require as a condition for granting such request that such private persons or corporations defray and pay the actual cost of removing or relocating same.

SECTION XIV. Restoration.

The District agrees to repair all property, public or private, altered or damaged by it, its agents or employees in the performance of its duties herein as good or better condition as it was before being damaged or altered.

SECTION XV. Right to purchase after expiration of franchise.

As a condition precedent to the taking effect of this grant, the City does hereby reserve and the District gives and grants to the said City, the right, after the expiration of ten (10) years to purchase the gas distribution system within the corporation limits of the City, including necessary component parts of the gas distribution system at valuation of fair market value, which fair market value shall be determined by arbitration under Florida Statutes governing arbitration methods. This option to purchase is further subject to the condition that upon the exercise of the option, the City shall take and purchase from the District its entire requirements of gas for use and for resale in the communities and areas supplied by the distribution system, and the District shall sell and deliver to the City such gas to the extent the same is available at such rates and charges as shall be established from time to time by the Board of Directors of the District; such rates and charges to be fair, equitable and just commensurate to the same price charged other like customers.

SECTION XVI. Notice of exercise of option.

In the event the City exercises its option to purchase at the expiration of the term of this franchise as enumerated in preceding Section XIV, such option shall be exercised by giving notice in writing not less than sixty (60) days prior to such expiration signed by the Mayor or other chief executive officer of the City accompanied by a resolution of the governing body of the City authorizing the exercise of such option.

SECTION XVII. Transmission system and interruptible customers.

In the event the City exercises its option to purchase the distribution system, the District shall have the right to continue to supply any interruptible customers theretofore supplied by the distribution system including any such customers situated within the corporate limits of the City. In the event the District so elects to continue to supply any such customer or customers, and shall so notify the City in writing within sixty (60) days after receipt of the notice from the City of the exercise of the option in Section XV of this ordinance, the right, privilege, authority and franchise granted by the City to the District by this ordinance shall continue in force and effect with respect to any such customer or customers, and the City shall, without charge, permit the District to make such use of the facilities of such distribution system as may be necessary to permit the District to supply such customer or customers.

The obligation of the District to make payments provided for in section VI of this ordinance shall thereupon cease and terminate.

SECTION XVIII. Service Policies.

a. The District shall not deny service to any person within the City's corporate limits who requests service based solely upon the service location, except where not feasible based upon the same feasibility requirements of service throughout the service area of the District. The District shall not deny service to any person within the City's corporate limits except for good and reasonable cause shown by the District acceptable to the City.

b. The District shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. Such interruptions, as far as possible, shall be preceded by notice and shall occur during periods of minimum use of the system.

c. The District shall in good faith attempt to investigate all reasonable complaints within twenty-four (24) hours of their receipt and shall in good faith attempt to resolve them within forty-eight (48) hours of receipt, and agents of the District will be available in the City for these purposes. Records of all customer complaints regarding the District's services, including their resolution or disposition, shall be maintained by the District for a period of twelve (12) months and shall be furnished to the City upon request.

SECTION XIX. Monitoring performance and compliance.

The City Manager, or her designee, and representatives from the City may monitor and review the performance of the District and each may report and make recommendations to the City and/or the District regarding the quality of service provided for in this ordinance. For the purposes of this function, "service" shall be defined as the performance of the duties, tasks, and obligations of the District stated herein and the performance of such oilier duties, tasks and obligations as are generally and reasonably regarded as incident to a gas system.

SECTION XX. Annexation provision.

The District hereby agrees to provide service to any and all areas that may be annexed to the City provided feasibility of the area annexed meets the same feasibility requirements for extension of service as other areas within the District. Service to all areas proven feasible should be available within six (6) months of notification by the City that the annexed area desires natural gas service. If an area annexed by the City is already being served by the District, the District will begin to collect all applicable franchise fees (as provided herein) within sixty (60) days of notification by the City. Any and all annexed areas will fall under the same terms and conditions of this ordinance as the current areas now located within the City. The City agrees to notify the District of the names and addresses of the residents in newly annexed areas within sixty (60) days of the date of the annexation.

SECTION XXI. Default clause.

In the event that the District shall default in the observance or performance of any one or more of the agreements, duties or obligations or conditions of this ordinance, and if any such default or defaults shall continue for a period of six (6) months (exclusive of all times during which the District may be delayed or interfered with, without its connivance, by unavoidable accidents, acts of God, natural disasters or the public enemy, labor strikes or the orders of judgments of any commission or court entered in any suit or proceeding brought without is connivance) after written notice thereof to the District from the City stating the alleged default on the part of the District, then and in each and every such case the City, in addition to all other rights and remedies allowed by law, shall be entitled to terminate the grant made to the District under this ordinance.

SECTION XXII. Proper operation.

All plants, transmission lines, distribution lines, fittings, appliances, appurtenances, and all components and installations of the District shall be maintained in reasonably good condition and repair and the District shall observe all federal and state safety requirements and regulations. The District and the City mutually agree that the location, appearance and aesthetic qualities of such facilities are important considerations and agree to participate during the term of this franchise in a cooperative effort in the location, relocation and construction of such facilities to achieve the most feasible and desirable result compatible with sound economic consideration of the District.

SECTION XXIII. Hold harmless clause.

The District shall indemnify and save harmless the City from any and all damages judgments, costs and expenses of any kind which may arise or result by reasons of or in consequence of the acts or neglect of the District, its agents or servants to fully comply with the provisions of this ordinance, and will save and keep harmless the City from any and all damages, judgments, costs and expenses caused by, or incident to, or in any manner resulting from the District's operation, installation, maintenance, construction, relocation or other acts or omissions of the District providing prompt notice in writing of all claims for such damages, costs and expenses and reasonable opportunity to defend against the same are given to the District by the City, together with all information thereon in its possession.

The District agrees to carry adequate liability insurance in accord with prudent industry standards at all times covering its operations, including automobile liability coverage. The District will provide the City proof of insurance and timely notification of the policies.

SECTION XXIV. Sovereign immunity.

Nothing in this Agreement is intended to nor shall be construed to waive either party's rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

SECTION XXV. Continuity of Service Mandatory.

It shall be the right of all customers to continue receiving service insofar as their financial and other obligations to the District are honored. In the event that the District elects to overbuild, rebuild or modify the system, or the City gives notice of intent to terminate or fails to renew this franchise, the District shall act to ensure that all customers receive continuous, uninterrupted service for the duration of the franchise regardless of the circumstances. In the event of a change of franchise, the District shall cooperate with the City in maintaining continuous service to all customers. During such period, District shall be entitled to the revenues for any period during which it operates the system, and shall be entitled to reasonable compensation for its services when it no longer operates the system.

SECTION XXVI. Failure to require performance, not a waiver.

The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the right of either party thereafter to enforce same; nor shall waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach or as a waiver of any provision itself.

SECTION XXVII. Exclusivity of ordinance sections.

Should any section or provision of this ordinance or any portion hereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared to be invalid.

SECTION XXVIII. Repealing clause.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION XXIX. Severability.

If any section, subsection, sentence, clause or phrase of this ordinance for any reason be held invalid or unconstitutional by the decision of any court of competent jurisdiction or administrative agency, such decision shall not affect the validity of the remaining portions thereof. The District hereby declares that it would have accepted the provisions of this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared illegal, invalid or unconstitutional. The invalidity of any portion of this ordinance shall not abate, reduce or otherwise affect any consideration or other obligation by the District of the franchise granted hereunder; provided further, however, that the City may terminate the franchise when the invalidated provision may not be so amended as to preserve the purposes for which it was agreed to in the original franchise and when said invalidated provision is found by the City to be essential to the franchise as a whole.

SECTION XXX. Effective date.

This ordinance shall be in full force and effect from and after its passage and approval; this franchise shall commence on October 21, 2013, for a term of ten (10) years provided the District unconditionally accepts this ordinance in writing filed with the City Clerk on or before the franchise effective date of October __, 2013.

ADOPTED THIS 21ST DAY OF OCTOBER 2013
By:



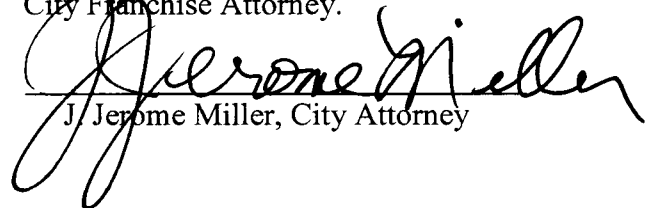
Sarah "Sam" Seevers, Mayor

ATTEST:



Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed by the City Franchise Attorney.



J. Jerome Miller, City Attorney

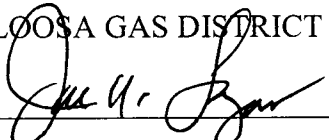
1st reading: October 7, 2013
2nd reading: October 21, 2013

APPROVAL AND ACCEPTANCE

The Okaloosa Gas District does hereby approve and accept the foregoing gas franchise ordinance and agrees to perform, assume and comply with all the terms, conditions, covenants and obligations of said franchise ordinance, and authorizes its Chief Executive Officer to execute this Approval and Acceptance.

Dated this 18th day of DECEMBER 2013.

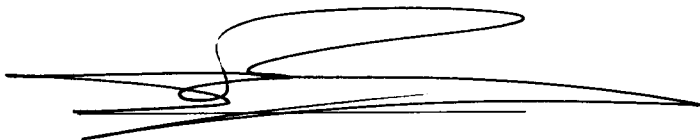
OKALOOSA GAS DISTRICT

BY: 

Name: JOSE N. LOZANO

Title: CEO

ATTEST:



2023-6973

ITEM #

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE:

November 6, 2023

TYPE OF AGENDA ITEM:

Public Hearing

AGENDA OUTLINE NUMBER:

5.C.

TO: City Council

THRU: Lance Johnson, City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director

DATE: November 2, 2023

SUBJECT: First reading of Ordinance 23-16-CN - Amending appropriations for certain expenditures, expenses, capital improvements, and certain indebtedness for the City of Destin for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

I. BACKGROUND:

Section 3.14 of the Charter of the City of Destin provides that at any time during the fiscal year the city manager may transfer all or part of any unencumbered appropriation balance among programs amongst departments. Council may also make such transfers via motion.

The summation of all such transfers by the city council will be included in an ordinance prior to closing of the fiscal year.

Florida Statute Chapter 166.241 (8) provides that within a fiscal year or within 60 days following the end of the fiscal year a municipality may amend a budget for the year.

Our Budget Adoption ordinance also allows for prior year open encumbrances to automatically roll forward to become part of the newly adopted budget. In addition, our budget adoption ordinance and city charter allow for budget amendments to occur throughout the year.

II. DISCUSSION: During Fiscal Year 2023, the largest increase to the adopted budget

2023-6973

was from prior year encumbrances rolling forward. These are contracts that were signed in prior years that were not complete as of October 1, 2022, such as the contracts with engineering firms to complete right-of-way acquisition for the Cross-Town Connector, to continuing management and coordination between utilities for Undergrounding of overhead utilities. These encumbrances amounted to \$2,187,072 in total across all funds.

The second largest increase to the Fiscal Year 2023 budget came from grants as they were awarded. Budget amendments were included as attachments each time a grant was awarded that increased revenue and likewise, increased expenditures.

One notable budget appropriation increase was \$190,000 for DAG to create the engineering design for the linear trail park design, and \$45,000 of Council Contingency was reclassified to cover the last expenditures to complete Captain Royal Melvin Park. In addition, we increased the appropriation for salaries and benefits by \$71.6k to apply the compensation study results to Sr Leadership staff (all lower level staff received compensation increases in FY 2022).

Most other changes to the FY 2023 budget were the result of transfers between accounts. A transfer is when we reduce budget for one item in order to increase the budget for another item. As a rule, transfers must not increase or decrease the total budget.

The last main source of budget transfers was for accounting reasons. There were some budget transfers completed by the Finance Director with support of the City Manager to better align with the Florida Uniform Accounting system. The main one being to adjust the accounting for the funds borrowed from the County in the Advanced Funding Agreement (AFA), moving the accounting from the 305 grant and capital projects fund into the 223 debt service fund.

- A. **Link to Strategic Goals / Objectives:** Financially Sound City Providing Service Excellence
- B. **Effect on Budget (EOB):**
- C. **Level of Service (LOS):**
- D. **Legislative Sponsor:**

III. **CONCLUSION:** Staff recommend approval of Ordinance 23-16-CN on first reading.

IV. **RECOMMENDED MOTION:** I move to approve Ordinance 23-16-CN on first reading.

Attachments:

1. Ordinance 23-16-CN - Amending FY 2023 Budget

ORDINANCE 23-16-CN

AN ORDINANCE OF THE CITY OF DESTIN AMENDING APPROPRIATIONS FOR CERTAIN EXPENDITURES, EXPENSES, CAPITAL IMPROVEMENTS AND CERTAIN INDEBTEDNESS FOR THE CITY OF DESTIN, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.14 of the Charter of the City of Destin provides that at any time during the fiscal year the city manager may transfer all or part of any unencumbered appropriation balance among programs within a department, office or agency and , the council may by a duly passed motion transfer part or all of any unencumbered appropriation balance from one department, office or agency to another, and the summation of all such transfers by the city council will be included in an ordinance prior to closing of the fiscal year; and

WHEREAS, Florida Statute Chapter 166.241 (8) provides that within a fiscal year or within 60 days following the end of the fiscal year a municipality may amend a budget for the year;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA:

SECTION 1. AMENDMENTS TO THE CITY OF DESTIN, FLORIDA BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023.

(a) The attached Exhibit “A,” inter-departmental transfers and additional revenues and expenditures of the General Fund, Special Revenue Funds, and Capital Project Funds are hereby added to the budget of the City of Destin adopted September 19, 2022.

(b) The amendments and transfers as shown in the Exhibit A are adopted and hereby appropriated for the fiscal year 2022-2023. All budgets (appropriations) are based upon the totals even though the budget has been prepared based on line items.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect immediately upon approval by Council and the signature of the Mayor.

ADOPTED THIS __ DAY OF NOVEMBER, 2023

By: _____
Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing
Has been reviewed and approved by the City
Attorney for the City of Destin, only:

Kimberly Kopp, City Attorney

EXHIBIT A

INTER-DEPARTMENTAL TRANSFERS AND ADDITIONAL REVENUES AND EXPENDITURES OF THE GENERAL FUND, SPECIAL REVENUE FUNDS AND CAPITAL PROJECT FUNDS

FY 2023 BUDGET AMENDMENT

11/6/2023

General Fund: Revenue

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	Comment
01	01300	334310	PE003	FDEP GRANT - VULNERABILITY	-	(70,000.00)	(70,000.00)	Grant Awarded September 2023
.....								
	01300			Total 01300 REVENUE	(18,409,397.00)	(70,000.00)	(18,479,397.00)	
					-			

*Total represents the entire FY 2023 Budget. All line items are not reflected in the chart above.

FY 2023 BUDGET AMENDMENT

11/6/2023

General Fund: Expenditures

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	Comment
01	0151110	534000		OTHER CONTRACTS	20,000.00	5,000.00	25,000.00	PY Encumbrance carried forward
01	0151110	599000		CONTINGENCIES	45,000.00	5,000.00	50,000.00	Txfred \$45k to complete Captain Royal Melvin Park, then increased to \$50k
01	0151212	512000		REGULAR SALARIES	399,842.00	13,571.06	413,413.06	Compensation Study adopted for Sr Leaders
01	0151212	521000		FICA TAXES	9,699.00	196.78	9,895.78	Compensation Study adopted for Sr Leaders
01	0151212	522000		RETIREMENT CONTRIBUTIONS	67,340.00	1,696.38	69,036.38	Compensation Study adopted for Sr Leaders
01	0151215	512000		REGULAR SALARIES	209,504.00	6,988.35	216,492.35	Compensation Study adopted for Sr Leaders
01	0151215	521000		FICA TAXES	2,399.00	101.33	2,500.33	Compensation Study adopted for Sr Leaders
01	0151215	522000		RETIREMENT CONTRIBUTIONS	26,188.00	873.54	27,061.54	Compensation Study adopted for Sr Leaders
01	0151320	512000		REGULAR SALARIES	217,387.00	79,504.35	296,891.35	Compensation Study adopted for Sr Leaders
01	0151320	521000		FICA TAXES	2,841.00	2,905.31	5,746.31	Compensation Study adopted for Sr Leaders
01	0151320	522000		RETIREMENT CONTRIBUTIONS	26,464.00	9,313.04	35,777.04	Compensation Study adopted for Sr Leaders
01	0151320	523000		LIFE/HEALTH INSURANCE	39,370.00	25,000.00	64,370.00	Compensation Study adopted for Sr Leaders
01	0151320	524000		WORKER'S COMPENSATION	5,151.00	1,500.00	6,651.00	Compensation Study adopted for Sr Leaders
01	0151320	531000		PROFESSIONAL SERVICES	62,000.00	2,348.34	64,348.34	Compensation Study adopted for Sr Leaders
01	0151320	532000		AUDIT SERVICES	57,200.00	40,475.00	97,675.00	PY Encumbrance carried forward
01	0151320	542000		FREIGHT & POSTAGE SERVICES	-	100.00	100.00	

General Fund: Expenditures

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	Comment
01	0151321	512000		REGULAR SALARIES	123,099.00	5,950.00	129,049.00	Compensation Study adopted for Sr Leaders
01	0151321	521000		FICA TAXES	1,409.00	86.28	1,495.28	Compensation Study adopted for Sr Leaders
01	0151321	522000		RETIREMENT CONTRIBUTIONS	14,339.00	743.75	15,082.75	Compensation Study adopted for Sr Leaders
01	0151324	546000		REPAIRS AND MAINTENANCE	45,975.00	11,820.76	57,795.76	PY Encumbrance carried forward
01	0151430	531005		MISCELLANEOUS REPRESENTATION	100,000.00	1,399.87	101,399.87	PY Encumbrance carried forward
01	0151531	512000		REGULAR SALARIES	506,318.00	71,944.33	578,262.33	Compensation Study adopted for Sr Leaders
01	0151531	521000		FICA TAXES	5,797.00	843.19	6,640.19	Compensation Study adopted for Sr Leaders
01	0151531	522000		RETIREMENT CONTRIBUTIONS	56,713.00	8,993.04	65,706.04	Compensation Study adopted for Sr Leaders
01	0151531	523000		LIFE/HEALTH INSURANCE	121,504.00	11,848.20	133,352.20	Compensation Study adopted for Sr Leaders
01	0151531	524000		WORKER'S COMPENSATION	12,320.00	1,593.50	13,913.50	Compensation Study adopted for Sr Leaders
01	0151531	531000		PROFESSIONAL SERVICES	200,000.00	186,577.92	386,577.92	PY Encumbrance carried forward
01	0151932	512000		REGULAR SALARIES	288,341.00	(65,576.11)	222,764.89	Compensation Study adopted for Sr Leaders
01	0151932	521000		FICA TAXES	3,302.00	(750.85)	2,551.15	Compensation Study adopted for Sr Leaders
01	0151932	522000		RETIREMENT CONTRIBUTIONS	32,057.00	(8,197.01)	23,859.99	Compensation Study adopted for Sr Leaders
01	0151932	523000		LIFE/HEALTH INSURANCE	65,245.00	(11,848.20)	53,396.80	Compensation Study adopted for Sr Leaders
01	0151932	524000		WORKER'S COMPENSATION	7,016.00	(1,593.50)	5,422.50	Compensation Study adopted for Sr Leaders
01	0151932	552025		OPS SOFTWARE & WORKSTATIONS	44,376.00	2,226.82	46,602.82	PY Encumbrance carried forward

General Fund: Expenditures

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	Comment
01	0152140	534003		CONTRACT SERVICES/SHERIFF	2,582,921.00	3,574.00	2,586,495.00	Adjust to contract amount (scrivener's error)
01	0152140	546000		REPAIRS AND MAINTENANCE	8,762.00	155.00	8,917.00	PY Encumbrance carried forward
01	0152442	546000		REPAIRS AND MAINTENANCE	16,350.00	826.00	17,176.00	PY Encumbrance carried forward
01	0152442	552000		OPERATING SUPPLIES	15,375.00	53.78	15,428.78	PY Encumbrance carried forward
01	0152442	552025		OPS SOFTWARE & WORKSTATIONS	16,641.00	847.33	17,488.33	PY Encumbrance carried forward
01	0152543	512000		REGULAR SALARIES	22,285.00	1,098.86	23,383.86	Compensation Study adopted for Sr Leaders
01	0152543	521000		FICA TAXES	255.00	15.93	270.93	Compensation Study adopted for Sr Leaders
01	0152543	522000		RETIREMENT CONTRIBUTIONS	2,786.00	137.36	2,923.36	Compensation Study adopted for Sr Leaders
01	0153800	512000		REGULAR SALARIES	105,996.00	1,098.86	107,094.86	Compensation Study adopted for Sr Leaders
01	0153800	521000		FICA TAXES	1,214.00	15.93	1,229.93	Compensation Study adopted for Sr Leaders
01	0153800	522000		RETIREMENT CONTRIBUTIONS	11,348.00	137.36	11,485.36	Compensation Study adopted for Sr Leaders
01	0153800	531000		PROFESSIONAL SERVICES	60,000.00	(12,500.00)	47,500.00	Txfr out for Forerunner Software
01	0153800	531000	PE003	VULNERABILITY ASSESSMT	-	70,000.00	70,000.00	Grant Awarded September 2023
01	0153800	546000		REPAIRS AND MAINTENANCE	8,700.00	238.00	8,938.00	PY Encumbrance carried forward
01	0153800	552025		OPS SOFTWARE & WORKSTATIONS	3,698.00	12,652.75	16,350.75	Txfr in for Forerunner Software
01	0154160	512000		REGULAR SALARIES	606,379.00	3,296.59	609,675.59	Compensation Study adopted for Sr Leaders
01	0154160	521000		FICA TAXES	6,943.00	47.80	6,990.80	Compensation Study adopted for Sr Leaders

General Fund: Expenditures

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	Comment
01	0154160	522000		RETIREMENT CONTRIBUTIONS	70,500.00	412.07	70,912.07	Compensation Study adopted for Sr Leaders
01	0154160	546000		REPAIRS AND MAINTENANCE	30,000.00	835.05	30,835.05	Compensation Study adopted for Sr Leaders
01	0154160	552000		OPERATING SUPPLIES	131,700.00	347.80	132,047.80	PY Encumbrance carried forward
01	0154160	552025		OPS SOFTWARE & WORKSTATIONS	18,490.00	977.20	19,467.20	PY Encumbrance carried forward
01	0154161	512000		REGULAR SALARIES	159,024.00	(8,000.00)	151,024.00	Txfr out for Engineering OT
01	0154161	514000		OVERTIME PAY	-	8,000.00	8,000.00	Txfr in for Engineering OT
01	0156272	534000		CONTRACT SERVICES	87,723.16	750.00	88,473.16	PY Encumbrance carried forward
01	0157180	512000		REGULAR SALARIES	500,896.00	2,891.81	503,787.81	Compensation Study adopted for Sr Leaders
01	0157180	521000		FICA TAXES	12,346.00	41.93	12,387.93	Compensation Study adopted for Sr Leaders
01	0157180	522000		RETIREMENT CONTRIBUTIONS	46,195.00	361.48	46,556.48	Compensation Study adopted for Sr Leaders
01	0157180	546000		REPAIRS AND MAINTENANCE	1,500.00	463.76	1,963.76	PY Encumbrance carried forward
01	0157180	552025		OPS SOFTWARE & WORKSTATIONS	14,792.00	763.50	15,555.50	PY Encumbrance carried forward
01	0157233	546000		REPAIRS AND MAINTENANCE	3,400.00	155.00	3,555.00	PY Encumbrance carried forward
01	0157233	552025		OPS SOFTWARE & WORKSTATIONS	1,849.00	76.37	1,925.37	PY Encumbrance carried forward
01	0157283	512000		REGULAR SALARIES	566,501.00	1,737.05	568,238.05	Compensation Study adopted for Sr Leaders
01	0157283	521000		FICA TAXES	12,238.00	25.19	12,263.19	Compensation Study adopted for Sr Leaders
01	0157283	522000		RETIREMENT CONTRIBUTIONS	52,386.00	217.13	52,603.13	Compensation Study adopted for Sr Leaders
01	0157283	546000		REPAIRS AND MAINTENANCE	17,550.00	2,823.88	20,373.88	PY Encumbrance carried forward

General Fund: Expenditures

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	Comment
01	0157283	552000		OPERATING SUPPLIES	81,125.00	3,276.57	84,401.57	PY Encumbrance carried forward
01	0157283	552025		OPS SOFTWARE & WORKSTATIONS	61,017.00	13,509.56	74,526.56	PY Encumbrance carried forward
01	0157284	546000		REPAIRS AND MAINTENANCE	25,000.00	1,977.38	26,977.38	PY Encumbrance carried forward
01	0157291	512000		REGULAR SALARIES	246,081.00	579.02	246,660.02	Compensation Study adopted for Sr Leaders
01	0157291	521000		FICA TAXES	4,762.00	8.40	4,770.40	Compensation Study adopted for Sr Leaders
01	0157291	522000		RETIREMENT CONTRIBUTIONS	25,144.00	72.38	25,216.38	Compensation Study adopted for Sr Leaders
01	0157291	546000		REPAIRS AND MAINTENANCE	15,825.00	310.00	16,135.00	PY Encumbrance carried forward
01	0157291	552025		OPS SOFTWARE & WORKSTATIONS	-	394.57	394.57	PY Encumbrance carried forward
01	0157291	563000		INFRASTRUCTURE	-	29,204.28	29,204.28	PY Encumbrance carried forward
01	0157587	534000		CONTRACT SERVICES	22,200.00	5,283.34	27,483.34	PY Encumbrance carried forward
01	0157587	546000		REPAIRS AND MAINTENANCE	28,650.00	504.00	29,154.00	PY Encumbrance carried forward
01	0158188	581305		TXFR OUT TO 305	905,000.00	266,840.92	1,171,840.92	ADJ for PY Encumbrances carried forward in 305 fund
01				Total 01 GENERAL FUND EXPENDITURES	18,303,029.89	827,170.66	19,130,200.55	

*Total represents the entire FY 2023 Budget. All line items are not reflected in the chart above.

FY 2023 BUDGET AMENDMENT

11/6/2023

Special Revenue Funds

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	Comment
102	10255231	512000		REGULAR SALARIES	11,762.00	805.80	12,567.80	Compensation Study adopted for Sr Leaders
102	10255231	521000		FICA TAXES	135.00	11.68	146.68	Compensation Study adopted for Sr Leaders
102	10255231	522000		RETIREMENT CONTRIBUTIONS	1,470.00	100.72	1,570.72	Compensation Study adopted for Sr Leaders
102	10255231	524000		WORKER'S COMPENSATION	286.00	-	286.00	Compensation Study adopted for Sr Leaders
102	10255231	532000		AUDIT SERVICES	10,300.00	5,950.00	16,250.00	PY Encumbrance carried forward
102	10255231	534000		CONTRACT SERVICES	-	50,000.00	50,000.00	PY Encumbrance carried forward
102	10258500	565000	CRT17	EASEMNT TRL MAIN-MATTIE KELL'	270,000.00	190,000.00	460,000.00	Increase appropriation for DAG design work
110	11055235	512000		REGULAR SALARIES	11,762.00	805.80	12,567.80	Compensation Study adopted for Sr Leaders
110	11055235	521000		FICA TAXES	135.00	11.68	146.68	Compensation Study adopted for Sr Leaders
110	11055235	522000		RETIREMENT CONTRIBUTIONS	1,470.00	100.72	1,570.72	Compensation Study adopted for Sr Leaders
110	11055235	532000		AUDIT SERVICES	8,000.00	5,950.00	13,950.00	PY Encumbrance carried forward
110	11055235	534000		CONTRACT SERVICES	-	45,000.00	45,000.00	PY Encumbrance carried forward
111	11152441	512000		REGULAR SALARIES	652,202.00	3,136.58	655,338.58	Compensation Study adopted for Sr Leaders
111	11152441	521000		FICA TAXES	7,468.00	45.48	7,513.48	Compensation Study adopted for Sr Leaders
111	11152441	522000		RETIREMENT CONTRIBUTIONS	67,723.00	392.07	68,115.07	Compensation Study adopted for Sr Leaders
111	11152441	531000		PROFESSIONAL SVCS	100,000.00	(12,500.00)	87,500.00	Txfr out for Forerunner Software

Special Revenue Funds

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	Comment
111	11152441	546000		REPAIRS AND MAINTENANCE	10,925.00	826.01	11,751.01	PY Encumbrance carried forward
111	11152441	552025		OPS SOFTWARE & WORKSTATION	21,941.00	13,334.40	35,275.40	Txfr in for Forerunner Software
129	12953931	565000	UNDER	UNDERGROUNDING CAPITAL PROJ	1,940,000.00	141,015.00	2,081,015.00	PY Encumbrance carried forward
129	12957231	561000	CM001	BEACH ACQUISITION (LAND)	982,997.00	(982,997.00)	-	Txfr to Design/Improvements
129	12957231	565000	CM001	BEACH ACCESS IMPROVEMENTS	-	931,014.12	931,014.12	Txfr from Land
.....								
129				Total SPECIAL REVENUE FUNDS	(1,002,225.49)	393,003.06	(609,222.43)	

*Total represents the entire FY 2023 Budget. All line items are not reflected in the chart above.

FY 2023 BUDGET AMENDMENT
11/6/2023
Debt Service Funds

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	
213	213300	361100		BANK INTEREST 213 DS 9654	(200.00)	(20.00)	(220.00)	New Bank Agreement (increase bank interest, increase bank fees)
213	21351729	549000		OTHER CURRENT CHARGES	-	20.00	20.00	New Bank Agreement (increase bank interest, increase bank fees)
214	214300	361100		BANK INTEREST 214 DS 8793	(200.00)	(20.00)	(220.00)	New Bank Agreement (increase bank interest, increase bank fees)
214	21451729	549000		OTHER CURRENT CHARGES	-	20.00	20.00	New Bank Agreement (increase bank interest, increase bank fees)
221	221300	361221		BANK INT 2021 DEBT 7278	(25.00)	(20.00)	(45.00)	New Bank Agreement (increase bank interest, increase bank fees)
221	22151729	549000		OTHER CURRENT CHARGES	-	20.00	20.00	New Bank Agreement (increase bank interest, increase bank fees)
223	223300	381223	CM001	TXFRS IN FOR DEBT SERVICE	(1,000,000.00)	250,000.00	(750,000.00)	BOCC/TDC Beach Interlocal Reduced AFA and annual pmt amounts
223	223300	384000	CM002	BOND/LOAN PROCEEDS REVENUE	(10,000,000.00)	2,500,000.00	(7,500,000.00)	BOCC/TDC Beach Interlocal Reduced AFA and annual pmt amounts
223	22351305	561000	CM002	TARPON BEACH LAND	-	7,500,000.00	7,500,000.00	BOCC/TDC Beach Interlocal Reduced AFA and annual pmt amounts
223	22351305	571000	CM002	PRINCIPAL	1,000,000.00	(250,000.00)	750,000.00	BOCC/TDC Beach Interlocal Reduced AFA and annual pmt amounts
223	22358188	581305	CM001	TXFR OUT TO 305	10,000,000.00	(10,000,000.00)	-	BOCC/TDC Beach Interlocal Reduced AFA and annual pmt amounts

Debt Service Funds

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET
.....							
223				Total DEBT SERVICE FUNDS	(425.49)	-	(425.49)

*Total represents the entire FY 2023 Budget. All line items are not reflected in the chart above.

FY 2023 BUDGET AMENDMENT

11/6/2023

Capital Project Funds

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	
300	30054131	565000	RR054	TRANSPORTATION CAPITAL PROJ	509,000.00	5,556.00	514,556.00	PY Encumbrance carried forward
300	30058585	562000	RR051	GEN GOV BUILDINGS	30,000.00	(30,000.00)	-	Txfr \$30k from Gen Gov Bldg to Gen Gov CIP
300	30058585	564000	RR052	PUBLIC SAFETY EQUIPMT	-	7,820.00	7,820.00	Txfr \$7.8k from Public Safety CIP to Public Safety Equipment
300	30058585	564000	RR057	MACHINERY AND EQUIPMENT	-	40,563.84	40,563.84	PY Encumbrance carried forward
300	30058585	564000	RRVEH	VEHICLES	598,000.00	170,920.35	768,920.35	PY Encumbrance carried forward
300	30058585	565000	RR051	GEN GOV RR PROJECTS	-	58,693.33	58,693.33	Txfr \$30k from Gen Gov Bldg to Gen Gov CIP; Txfr \$28k from Public Safety Bldg to Gen Gov Building for Annex HVAC Replacement
300	30058585	565000	RR052	PUBLIC SAFETY RR CAPITAL PROJS	286,000.00	(26,820.00)	259,180.00	Txfr \$7.8k from Public Safety CIP to Public Safety Equipment
300	30058585	565000	RR054	TRANSPORTATION RR CAPITL PROJ	542,000.00	79,069.63	621,069.63	PY Encumbrance carried forward
300	30058585	565000	RR057	PARK AND LIBRY RR CAPITL PROJS	-	24,320.00	24,320.00	PY Encumbrance carried forward
300	30058585	565000	RR572	PARKS RR (+MORG+COM CTR)	508,718.00	(3,587.79)	505,130.21	Close old PO and cancel balance.
302	30255231	565000	CRH63	CAPTAIN ROYAL MELVIN PARK	-	(1,405.50)	(1,405.50)	Void PY retainage
304	30455236	565000	CRH63	CAPTAIN ROYAL MELVIN PARK	-	(854.22)	(854.22)	Void PY retainage
305	305300	331302	CRH63	RESTORE PARK CIP GRANT	-	(247,085.85)	(247,085.85)	Increase to remaining grant amount and PY unavailable revenue
305	305300	331390	ARP	ARP - AMERICAN RECOVERY PLAN	(1,135,133.00)	(319,630.00)	(1,454,763.00)	Increase to budgeted expenditure amount

Capital Project Funds

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	
305	305300	331700	LB001	FED GRANT / IMLS CARES LIBRARY	-	(3,020.22)	(3,020.22)	Increase to PY unavailable revenue
305	305300	334491	EN615	STATE GRANT - TRANSPORTATI	(1,337,809.00)	(2,039,176.93)	(3,376,985.93)	Increase to remaining grant amount
305	305300	337712	CM001	TDC 12.5% CRYSTAL	(2,920,545.00)	1,962,617.50	(957,927.50)	Reclass \$960k to Tarpon Beach Grant Rev and decrease to remaining grant amount
305	305300	337712	CM002	TDC 12.5% Tarpon	-	(960,272.00)	(960,272.00)	Reclass from Crystal Beach Grant Rev
305	305300	337712	CRH63	TDC 12.5% Capt Royal Melvin	(100,000.00)	(11,500.00)	(111,500.00)	Increase to remaining grant amount
305	305300	337712	RC101	TDC 12.5% Boardwalk	(22,000.00)	(317,468.64)	(339,468.64)	Increase to remaining grant amount
305	305300	337714	CM001	BOCC CRYSTAL BEACH	(13,454,307.00)	11,540,000.00	(1,914,307.00)	Reclass \$8m to Tarpon Beach and decrease to remaining grant amount
305	305300	337714	CM002	BOCC TARPON BEACH	-	(8,000,000.00)	(8,000,000.00)	Reclass \$8m from Crystal Beach
305	305300	381305		TXFR TO 305	(905,000.00)	(266,840.92)	(1,171,840.92)	Increase to cover PY Encumbrances
305	305300	381305	CM001	TXFR TO 305	(10,000,000.00)	10,000,000.00	-	Zero out and change account codes to 223 fund
305	30554133	561000	EN615	XTOWN CONNECTOR LAND TRIP	-	2,623,877.50	2,623,877.50	Increase to remaining grant amount
305	30554133	565000	EN615	CROSS TOWN CONNECTOR	1,337,809.00	(584,700.57)	753,108.43	Txfr from CIP to Land
305	30555900	565000	ARP	ARP - AMERICAN RECOVERY PLAN	1,135,133.00	319,630.00	1,454,763.00	Increase to remaining grant amount
305	30557212	561000	CM001	CRYSTAL BEACH	11,048,822.00	(11,048,822.00)	-	Zero out and change account codes to 223 fund
305	30557212	565000	CM001	TDC 12% CRYSTAL	871,723.00	86,204.50	957,927.50	Increase to remaining grant amount
305	30557212	565000	CM002	TDC 12.5% TARPON BEACH MATCH	-	960,272.50	960,272.50	Increase to remaining grant amount

Capital Project Funds

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	
305	30557212	565000	CRH63	TDC FOR CAPT ROYAL MELV PARK	100,000.00	11,500.00	111,500.00	Increase to remaining grant amount
305	30557212	565000	RC101	BOARDWALKS	22,000.00	317,468.64	339,468.64	Increase to remaining grant amount
305	30557233	565000	CRH63	CAPTAIN ROYAL MELVIN PARK	-	49,010.60	49,010.60	Increase to remaining grant amount
305	30557237	561000	CM001	BOCC CRYSTAL BEACH LAND	12,210,000.00	(12,210,000.00)	-	Zero out and change account codes to 223 fund
305	30557237	561000	CM002	BOCC TARPON LAND	-	7,020,862.50	7,020,862.50	Increase to remaining grant amount
305	30557237	565000	CM001	BOCC CRYSTAL BEACH	1,244,307.00	667,654.50	1,911,961.50	Increase to remaining grant amount
305	30557237	565000	CM002	BOCC TARPON BEACH GRANT	-	729,137.50	729,137.50	Increase to remaining grant amount
305	30558188	581223	CM001	TXFR TO 223	1,000,000.00	(1,000,000.00)	-	Zero out and change account codes to 223 fund
305	30558500	563000	TRSAF	STREET AND XING SAFETY IMPROV	-	69,270.00	69,270.00	Increase to cover PY Encumbrances
305	30558500	565000	CRH60	HRBR BOARDWLK MARLER BRIDGE	-	149,570.92	149,570.92	Increase to cover PY Encumbrances
305	30558500	565000	CRH63	CAPT ROYAL MELVIN PARK	-	56,755.14	56,755.14	\$12k for PY Encumbrances + \$45k from Council
305	30558500	565000	IT003	GEN SOFTWARE: CIVICPLUS; TYLER	65,000.00	(22,785.14)	42,214.86	Contingency to complete park Txfr out to NORG2 and to RC216 and reduce by \$8k to balance the fund
305	30558500	565000	NORG2	CONSTRUCTION IN PROGRESS	-	750.00	750.00	Txfxr in from IT003 to cover FDEP permit for Norriego Point Park Renovations
305	30558500	565000	RC216	CLEMENT TAYLOR PARK RENOV	35,000.00	13,280.00	48,280.00	Txfxr in from IT003 to cover Clement Taylor Park Construction Permit application

Capital Project Funds

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	
315	31553732	565000	CRH63	CAPTAIN ROYAL MELVIN PARK	-	(883.81)	(883.81)	Void old retainage
315	31554031	565000	EN615	CROSS-TOWN CONNECTOR	500,000.00	(75,000.00)	425,000.00	Txfr Road Impact Fees from Cross-Town Connector to US98 Stahlman to restart work
315	31554031	565000	EN617	US 98/STAHLMAN INTERSECTION	-	75,000.00	75,000.00	Txfr Road Impact Fees from Cross-Town Connector to US98 Stahlman to restart work
315	31554031	565000	SW53	STORMWATER MASTER PLAN	-	4,022.50	4,022.50	Increase to cover PY Encumbrances
315	31554032	565000	TR620	ADA PEDESTRIAN CAPITAL PROJ	-	96,993.36	96,993.36	Increase to cover PY Encumbrances
315	31554132	565000	EN615	CROSS-TOWN CONNECTOR	1,600,000.00	15,716.39	1,615,716.39	Increase to cover PY Encumbrances
315	31557232	565000	CRH63	CAPTAIN ROYAL MELVIN PARK	-	(1,621.78)	(1,621.78)	Void old retainage
.....								
315				Total 3xx Capital Project Funds	(4,440,176.00)	(14,938.17)	(4,455,114.17)	

*Total represents the entire FY 2023 Budget. All line items are not reflected in the chart above.

First Name	Guy
Last Name	Tadlock
Home Address	502 Norriego Rd
City	Destin
State	Florida
Zip	32541
Phone	334-728-0091
Email	gtad@cox.net
Business Name	retired
Business Address	n/a
City	n/a
State	n/a
Zip	n/a
Brief description of education and experience:	BS Mechanical Engineer, 40 years' experience, primary focus mfg of high-performance films and precision coatings used in Data storage, printed circuit boards, and aerospace specialties.
How long have you lived in Destin?	20 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.	Harbor and Water Board
Select the board or committee you are interested in serving on.	Harbor CRA Advisory Committee
List your qualifications to serve on the selected board or committee.	Own property in North Harbor district (114 Mountain Dr.) Live on the Harbor
What do you consider the purpose of this board/committee to be?	Make recommendations to the Harbor CRA on issues and objectives of redevelopment of the Harbor district. Consider inputs from the public and make recommendation based upon the best interest of the public health, safety, and welfare of the residents of Destin.
What would you like to see this board/committee accomplish?	Work timely and efficiently on assigned matters. Seek and encourage public inputs relative to the future of Destin and the wellbeing of Destin Harbor.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Jim Bagby

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

10/26/2023

Email not displaying correctly? [View it in your browser.](#)



1. What is the SUN Trail Program?

The Shared-Use Nonmotorized (SUN) Trail program provides funding for the development of a statewide system of interconnected paved multi-use trails (SUN Trail network) for bicyclists and pedestrians, physically separated from the road. The SUN Trail network is a refined version of the Florida Greenways and Trails System (FGTS) Plan's Land Trail Priority network. SUN Trail funded projects will improve the intermodal connectors by closing gaps in the statewide paved trail system to increase the reliability of Florida's transportation system. To learn more, visit: www.FloridaSunTrail.com.

2. How is the SUN Trail program administered?

Administration of the SUN Trail program is by the Florida Department of Transportation (FDOT or Department), Strategic Development Division, Systems Implementation Office (SIO), namely the SUN Trail Program Manager. This manager collaborates with stakeholders to develop and implement the SUN Trail program and to provide input for other trails developed by FDOT. In addition to the statewide SUN Trail Program Manager, there is a Trail Coordinator at each of FDOT's seven Districts and the Turnpike Enterprise (collectively referred to as the Districts). The District Trail Coordinators are the primary points-of-contact for SUN Trail planning and implementation. They help with identification, evaluation, prioritization, programming, and mapping SUN Trail projects. To identify District Trail Coordinators or the Statewide Program Manager, visit: www.FloridaSunTrail.com and select "Contacts".

3. Under what authority does the SUN Trail program operate?

[Section 339.81, Florida Statutes](#) (F.S.) established the SUN Trail program.

4. What is the authorization for funding the SUN Trail program?

[Section 335.065, F.S.](#), bicycle and pedestrian ways along state roads and transportation facilities, authorizes FDOT to use the State Transportation Trust Fund (STTF) to support the establishment of a statewide system of interconnected multi-use trails for bicyclists and pedestrians in coordination with the Florida Department of Environmental Protection (FDEP).

5. What is the funding source for the SUN Trail program?

FDOT receives an annual allocation from the redistribution of new vehicle tag revenues pursuant to [Section 320.072, F.S.](#), Motor Vehicle Licenses. These "Wheels on Road" revenues will be deposited into the STTF for programming in the FDOT Work Program (WP). The code for projects with SUN Trail funding is TLWR.

6. What is the FDOT Five-Year Work Program?

The Five-Year WP is the result of an ongoing process that prioritizes and funds transportation system improvements. It is prepared in accordance with [Section 339.135, F.S.](#) Development of the WP involves extensive coordination with Metropolitan/Transportation Planning Organizations (MPO), municipalities, counties, and stakeholders. The first year of the adopted work program (AWP) authorizes FDOT to expend funds to complete activities and projects. The last four years of the AWP are included for planning purposes. The AWP provides clear direction on where, when, and how FDOT will build and fund projects. To learn more, visit: www.fdot.gov/workprogram/aboutOWP.shtm.

7. What project phases are eligible for SUN Trail funding?

SUN Trail legislation allows for the programming of TLWR funds to all phases of project development including: preliminary and environmental planning; design; acquisition of real property/land/right-of-way (ROW); new construction, reconstruction or resurfacing of trail surfaces or bridges and maintenance (e.g. obligations for pavement, drainage, land stabilization and safety controls).

8. Are there minimum eligibility requirements to receive SUN Trail program funding?

Yes. To receive consideration for SUN Trail funding FDOT must receive a completed “Request for Funding” with applicable project information including required signatures by the announced deadline. Projects must satisfy the four Eligibility Criteria listed below:

1. Documentation that the project will be developed as a paved multi-use trail within the [SUN Trail network](#): at minimum this will include transmittal of a map illustrating the project limits within the SUN Trail network, the typical section schematic, and applicable information must be provided in the “Request for Funding”.
2. Documentation provided that the project is a priority of the applicable authority: at minimum this will include transmittal of an adopted prioritization list of projects/supporting resolution and other applicable information provided in the “Request for Funding”.
 - a. If the project is within a boundary of a [MPO](#), it must be a MPO priority.
 - b. If outside of MPO boundaries, the project must be a priority of the county (inclusive of their municipalities), tribal government, federal or state agency.
3. Documentation that a non-FDOT governmental agency is formally committed to the operation and maintenance of the project (long-term trail manager): this will include transmittal of applicable “Request for Funding” information.
4. Documentation that the project is consistent with the applicable comprehensive plan(s), transportation plan(s), or the long-term management plan(s): this will include applicable project concurrency information.

9. How do I verify if an existing or planned trail is within the SUN Trail network?

Visit www.FloridaSunTrail.com and select “SUN Trail Mapping Information” or for assistance, contact your [District Trail Coordinator](#).

10. What should I do if I notice an inaccuracy in SUN Trail Mapping tools?

Contact the FDOT, SIO, Transportation Planner by calling 850-414-4928.

11. What is the definition of a multi-use trail?

FDOT defines a multi-use trail as a paved shared-use path which is typically 12 feet wide but may vary from 10 feet to 14 feet wide (or larger), depending upon physical or environmental constraints or usage. In some areas of extreme constraints (such as at bridges or in environmentally sensitive lands) a multi-use trail may be as narrow as eight feet wide.

12. How is a multi-use trail different from a sidewalk?

Design for a sidewalk is primarily for pedestrians; they are routinely built as part of the normal accommodations within a roadway project, and they serve a local need (e.g. between residential areas, businesses, transit, or park lands). Multi-use trails support travel by various users, most often people that walk or ride bicycles. Trails are typically part of a regional connection; people may travel to use them, and they may serve as a destination. Multi-use trails could be near natural areas, parks, roadways, or other linear facilities. In addition to meeting the design requirements of sidewalks to ensure accessibility for pedestrians, the bicycle's operational characteristics and travel speeds influence the design criteria (e.g. width, buffer, lateral off sets, curvature, protection from drop offs and traffic control) of multi-use trails. Differentiating the two is not a matter of the entity that provides the day-to-day maintenance of the facility (e.g. parks, public works, recreation or transportation departments).

13. What is ineligible for SUN Trail program funding?

Pursuant to the legislation, [Section 339.81, F.S.](#), components funded through the SUN Trail program will not include:

- Sidewalks, nature trails, or loop trails wholly within a single park or natural area; or
- On-road facilities (such as bicycle lanes of routes other than on-road facilities that are no longer than one-half mile connecting two or more nonmotorized trails) if the provision of non-road facilities is infeasible and if such on-road facilities are signed and marked for nonmotorized use; an exception is made for on-road components of the Florida Keys Overseas Heritage Trail.

SUN Trail funds are for the transportation element of the standard trail. Ineligible costs include, but are not limited to, the following:

- Benches, trail furniture, seating areas, or tables;
- Bicycle racks or lockers, bicycle air or repair stations;
- Buildings or enclosed structures, restrooms, bathhouses, comfort stations, wayside structures, shade structures, concession stands, overlooks, fishing platforms, boat ramps or launches, transit or ride share facilities, shelters, gazebos, or picnic pavilions;
- Kiosks, interpretive panels, or placemaking signs (safety controls are an allowable cost);
- Landscaping (trail stabilization is an allowable cost);
- Litter or recycle receptacles, or doggie bag dispensers;
- Parking areas, trailheads, or camping areas;
- Playgrounds or playing fields, fitness equipment, or fitness structures;
- Promotional, marketing, or educational materials;
- Sculptures, monuments, or art; and
- Water fountains, splash zones, spigots, showers, water features, or irrigation equipment.

14. What is the role of the Office of Greenways and Trails (OGT)?

OGT is a bureau within FDEP, Division of Recreation and Parks. OGT has the responsibility of leading, planning and facilitating the development of an interconnected FGTS. They provide statewide leadership and work with public and private partners to establish, expand, and promote

the FGTS, pursuant to [Chapter 260, F.S.](#), the Florida Greenways and Trails Act. For more information, visit: www.FloridaGreenwaysAndTrails.com.

15. What is the Florida Greenways and Trails System (FGTS)?

The [FGTS Plan](#) outlines the vision for the state’s Greenways and Trails System both on land and water. It defines the role of the System in advancing Florida’s economy, tourism, health, transportation choices, recreation, conservation, and quality of life. This statewide System includes ecological greenways, and the combination of existing, planned, and conceptual multiple and single-use trails for a variety of visitors. The [FGTS Opportunity network](#) is the state companion to community greenways and trails and bicycle – pedestrian master plans; it is a synthesis of trail-planning efforts conducted by municipalities, counties, transportation planning organizations, non-profits and other agencies throughout Florida. It does not include all existing, proposed, and conceptual trails in Florida but focuses on trails of statewide significance that can form a comprehensive connected system when complete. The [FGTS Priority network](#) are the most important Opportunity corridors. For more information, visit: www.FloridaGreenwaysAndTrails.com.

16. Do the FGTS maps change?

Yes. OGT works with stakeholders to update the maps and seek adoption from the Florida Greenways and Trails Council ([FGTC](#)) on a regular cycle. However, as projects progress from preconstruction to construction, corridors may be refined to reflect the final alignment. Likewise, as funding becomes available the trail status will change as the “gaps” are developed into active/existing trails available for public use. These administrative changes are ongoing. Non-administrative changes (such as the addition or removal of corridors) require [FGTC](#) approval.

17. Why must projects be on the FGTS Priority Land Trail network to be eligible for funding through the SUN Trail program?

Similar to the Strategic Intermodal System (SIS), the [FGTS Priority Land Trails](#) is the statewide network of high-priority (strategic) corridors and connections. The combined legislation from 2014 and 2015 directs FDOT, among other charges, to focus on FGTS priorities and to develop the SUN Trail network.

18. Who are the Florida Greenways and Trails Council (FGTC)?

Among its duties the [FGTC](#) serves to advise the FDEP on greenway and trail-related issues, promote intergovernmental cooperation and private partnerships for developing the greenways and trails system, and recommends priorities for critical links in the system. Among other public agencies and private stakeholders, membership on FGTC includes FDOT (currently the SUN Trail Program Manager).

19. What actions did FGTC take to identify and make recommendations for funding Regional Trail Systems through the SUN Trail program?

December 15, 2015	Selection of the Coast to Coast (C2C) as the first Regional Trail System
January 25, 2016	Adoption of criteria for the evaluation of Regional Trail systems

February 29, 2016	Recommendation of seven Regional Trail Systems for analysis by OGT
March 31, 2016	Selection and prioritization of additional Regional Trail Systems, in priority order they are: 1. St. Johns River-to-Sea Loop (SJR2C) [selected as second regional trail system for SUN Trail funding] 2. Capital City to Sea Trails (CC2S) 3. Southwest Coastal Regional Trail (SWCC) 4. Heart of Florida Loop (HOFL) 5. East Coast Greenway - Southeast (ECG-SE)

20. Will FDOT only fund Regional Trail Systems prioritized by the FGTC?

No. FDOT uses a two-tier funding structure to implement SUN Trail program funds. One tier provides funding to Individual Trail segments that meet program eligibility requirements and close gaps in the SUN Trail network. The other tier provides funding to projects that meet program eligibility requirements, within the top two Regional Trail Systems ([C2C](#) and the [SJR2C](#)) identified by the [FGTC](#).

21. Are all phases of the top two Regional Trail Systems programmed for completion?

No. Project phases are beyond the AWP. FDOT is committed to completing the [C2C](#) and the [SJR2C](#) and will continue to program project phases that are ready for funding and meet the Eligibility Criteria of the SUN Trail program.

22. How should entities identify and prioritize potential trail projects for funding through the SUN Trail program?

The planning, evaluation, and prioritization process for creating a multi-use trail varies depending upon the needs, policies, procedures, substantial goals, and values of the organization's representation. The identification of priorities may require the coordination of planning efforts from the local to the federal level. Community involvement is essential to planning and implementing successful projects. Identification of stakeholders, proponents of the project, and potential concerns of implementing the project are important aspects of the planning process. Strong local leadership that fosters support and helps maintain momentum, is essential for successful projects. The [FGTS Plan](#) offers guidance for communities initializing and prioritizing their trail vision.

23. Is there an annual solicitation period for new project proposals?

No. There is not an annual solicitation. However, during the annual revision cycle, projects in the AWP are considered for advancement or deferral, a new fifth year is added, and the first year drops off as projects are completed. The annual revision is known as the development of the tentative work program (TWP).

24. Why is there not an annual solicitation for new funding proposals?

When an annual solicitation does not occur, FDOT will program the continuation project phases of earlier SUN Trail investments and eligible unfunded needs (2016, 2017 and 2019 cycles).

25. When will FDOT announce projects that are receiving SUN Trail funding?

Annually FDOT conducts public hearings to give stakeholders an opportunity to learn and comment on the TWP. After adoption of the WP in July, FDOT announces the projects. To learn about SUN Trail projects included in the AWP, visit www.FloridaSunTrail.com and select “Plans & Projects” or visit: www.fdot.gov/workprogram.

26. How should entities submit project proposals for SUN Trail funding?

To receive consideration for SUN Trail funding FDOT must receive a separate, complete “Request for Funding” (also known as Grant Application) for each eligible Regional or Individual Trail project proposed for SUN Trail funding, with applicable information, including the prioritization and the required signatures during a solicitation period by the announced deadline. Proposals must be received through the Grant Application Process (GAP – online system) by clicking here: www.flgap.com/. GAP System Support is provided at: 888-238-9707 or flgap@blackcatsupport.com.

A responsible estimate of the project costs is a required component of this application and shall be broken down to eligible and non-eligible project costs. Projects must follow appropriate design criteria and meet Americans with Disabilities Act requirements.

For more information about the Basis of Estimates Manual, click here:
www.fdot.gov/programmanagement/Estimates/BasisofEstimates/BOEManual/BOEOnline.shtm

For more information about the Reference Guide for State Expenditures, click here:
www.fcadv.org/sites/default/files/Reference%20Guide%20For%20State%20Expenditures.pdf

27. Who operates the trails funded through the SUN Trail program?

Long-term trail managers are typically local or regional governmental entities, tribal governments, or other public agencies with the responsibility for oversight of transportation or recreational trails. Projects traversing multiple jurisdictional boundaries may have multiple managers. For example, two counties and one municipality manage the East Central Regional Rail Trail.

28. When is the trail manager responsible for trail operation and maintenance identified?

It is important to identify the party responsible for trail operation and maintenance early in development of a project. This ensures that the agency is aware of their responsibilities, has authority to support the project over the long-term, and is involved in development of the project. Communication of this willingness occurs upon submittal of the “Request for Funding” to the District; it is an eligibility requirement for funding through the SUN Trail program.

29. What are the expectations for managing entities as it relates to maintenance obligations?

All SUN Trail funded projects require a non-FDOT governmental entity to enter into an agreement or other form of documented commitment with FDOT and to serve as the long-term trail manager that handles the day-to-day upkeep and operations, protects trail users, reduces safety hazards that occur, and ensures a quality level of service (LOS) is maintained on the facility. Activities may consist of litter pick-up, trash removal, debris removal, soil and weed

control, graffiti removal, mowing, sweeping, sign replacement, shrub trimming, maintenance of drainage which may include removing debris from culverts, and other regularly scheduled maintenance activities; they may also promote or market the trail for tourism.

For trails constructed in the FDOT ROW (on-system), FDOT will provide remedial maintenance which involves repairing, replacing, or restoring major components that may have been damaged or destroyed. Minor repairs such as sealing asphalt pavement or repainting may occur every five to ten years, while major repairs may occur every 20 to 25 years. All other maintenance will be the responsibility of the non-FDOT governmental entity.

30. If SUN Trail funds are identified in the AWP for one phase of an Individual Trail project, should an agency continue to pursue other funding sources for the remaining phases?

Yes. Like other types of transportation systems, the needs for the development and improvements of multi-use trails exceed available funding. Therefore, in the Individual Trail category an allocation to one project phase is not a guarantee of commitment to allocations for future project phases.

31. Can SUN Trail allocations be mixed with other allocations?

Other applicable allocations from federal, state, local, and private sources may fund improvements in tandem with the SUN Trail funded aspects. However, SUN Trail funds do not qualify as match requirements for other funding programs.

32. Will FDOT oversee SUN Trail funded project phases, or will other agencies oversee them?

Generally, FDOT will administer allocations on projects within the existing FDOT ROW (on-system) for phases funded through the AWP. As such, the district office will assign a project manager for funded project phases. Administration of the funded project phases may occur by another agency if it would be more practical, expeditious and economical for them to perform the project. This may also occur on projects outside of FDOT ROW (off-system).

33. What happens if FDOT is not administering the funded project phases?

For non-FDOT managed projects, the local agency (subrecipient) will act as the administering body and serve as the project manager with the District providing necessary oversight. The District will facilitate execution of the Florida Department of Financial Services Catalog of State Financial Assistance (CSFA) [Number 55.038](#) cost-reimbursement (grant) agreement with another government entity. This legal instrument will describe intergovernmental tasks to be accomplished and funds to be paid between government agencies. All state agreements are subject to the Florida Single Audit Act (FSAA) and [Section 215.97, F.S.](#) The District will assign a point of contact to provide necessary oversight, assist recipients and sub-recipients in complying with the FSAA, and ensure that its duties as a pass-through entity (as defined in the FSAA) are accomplished for the successful implementation of the awarded funds. The State Projects Compliance Supplement is provided at: apps.fldfs.com/fsaa/compliance.aspx.

34. Is the SUN Trail Cost-Reimbursement (Grant) Agreement Standardized?

Yes. To review it click here: www.fdot.gov/planning/systems/SUNTrail/guidance.shtm and select “SUN Trail Reimbursement/Grant Agreement”.

35. What is the minimum advertising period for locally administered projects funded through the SUN Trail program?

Pursuant to [Section 255.0525, F.S.](#), projects that cost more than \$200,000 shall be publicly advertised at least once in a local newspaper 21 days prior to the established bid opening and at least five days prior to any scheduled pre-bid conference. Funded projects that cost more than \$500,000 shall be published at least 30 days prior to the established bid opening and five days prior to any scheduled pre-bid conference.

36. FDOT and our governmental agency entered into a CSFA [No 55.038](#) cost-reimbursement (grant) agreement for a project. Are vendor negotiations required to be performed in a public meeting?

Although FDOT performs negotiations in public meetings, local agencies are not required to conduct vendor negotiations in a public meeting. If vendor negotiations are not performed in a public meeting, they are required to be recorded and adhere to [Section 286.0113, F.S.](#)

37. FDOT and our governmental agency entered into CSFA [No 55.038](#) cost-reimbursement (grant) agreement for a project. Can the same entity perform both design services and construction engineering and inspection services?

No. [Section 337.14, F.S.](#), prohibits an entity from performing both design services and construction engineering and inspection services for a project wholly or partially funded by the department and administered by a local governmental entity (exception for specific seaports).

38. I understand that SUN Trail funds are through state allocations, but federal funds are also within our funded project area. Does this federalize the project?

Yes. Although SUN Trail is a state allocation, if any part of the funded individual trail project (which includes projects in the Regional Trail Systems and the Individual Trail funding categories) utilizes federal funds, then that entire individual project is federalized. This requires adherence to federal requirements including the National Environmental Policy Act (NEPA) and Buy America for actions such as the acquisition of real property/land/ROW. Regardless of funding source, if a project has received federal funds or is eligible to receive federal funds for future phases it must comply with federal requirements. The project would require NEPA review and approval by the FDOT District or the Office of Environmental Management as described in the FDOT Project Development and Environment Manual and pursuant to the NEPA Assignment Memorandum of Agreement signed between FDOT and Federal Highway Administration (FHWA) effective December 14, 2016. For more information, visit: www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm.

39. What happens if FDOT acquires new property/land/right-of-way (ROW) for a trail?

If the land acquired expands ROW along a FDOT maintained facility, the Department may maintain ownership. Otherwise FDOT may buy land on behalf of the managing agency or transfer title upon completion of construction.

40. Are there statewide traffic control laws for bicyclists or pedestrians?

Yes, state laws are in [Chapter 316, F.S.](#)

41. What are traffic control devices?

Traffic control devices include signs, signals, markings, and other devices used to regulate, warn, or guide traffic; placed on, over, or adjacent to streets, highways, pedestrian facilities, and bikeways (and trails).

42. Are trail traffic control devices standardized?

Yes. FDOT adopted FHWA's Manual of Uniform Traffic Control Devices (MUTCD) 2009 edition with Revisions 1 and 2, May 2012. The entire MUTCD applies to SUN Trail projects. Sections that are of particular value in designing multi-use trails include: Chapter 9B—shared use paths; Chapter 3B—pavement markings; Chapter 4F—pedestrian hybrid beacons; Section 4L.03—warning beacons (of a pedestrian's presence); Section 4N.02—in-roadway warning lights at crosswalks; and Part 6 Temporary Traffic Control.

For more information, visit: mutcd.fhwa.dot.gov/pdfs/2009r1r2/pdf_index.htm.

FDOT's Traffic Engineering Manual (TEM) contains additional requirements for traffic control devices along the state highway system.

For more information, click here: www.fdot.gov/traffic/TrafficServices/Studies/TEM/TEM.shtm.

43. What design criteria applies to my project?

FDOT adopted FHWA's Manual of Uniform Traffic Control Devices (MUTCD) 2009 edition with Revisions 1 and 2, May 2012. The entire MUTCD applies to SUN Trail projects.

FDOT publishes design criteria for multi-use trails (shared-use paths) in both the FDOT Design Manual (FDM) and the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook).

Projects in FDOT's ROW must follow the FDM design criteria along with FDOT's Standard Plans and Specifications. Projects located along non-FDOT owned ROW typically follow design criteria found in the Florida Greenbook. At times, the combination of funds used for a project, nature of work, or location along federally classified routes (such as the National Highway System) may trigger additional design requirements (e.g. FDOT Structures Manual).

For more information about the FDM, click here: www.fdot.gov/roadway/fdm/Default.shtm.

For more information about the Florida Greenbook, click here:
www.fdot.gov/roadway/FloridaGreenbook/FGB.shtm.

For more information about FDOT's Standard Plans, click here:
www.fdot.gov/design/standardplans/Default.shtm.

For more information about FDOT's Standard Specifications, click here:
www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm.

For more information about Structures Design, click here:
www.fdot.gov/structures/docsandpubs.shtm.

44. What is Level-of-Service (LOS) and are there tools to calculate it for trails?

LOS is a scoring system that ranks a given roadway's ability to handle current traffic volume (usage). If a roadway's current traffic volume exceeds carrying capacity, traffic flow may be impeded and unsafe, and that roadway's LOS score will be low. Conversely, if a roadway's carrying capacity is greater than the roadway's current usage (thereby allowing traffic to flow freely and safely), then the LOS score for that roadway will be high. LOS scores are typically awarded on an ordinal "letter grade" scale of A through F, with A standing for the highest/best LOS score possible.

In July 2006, FHWA released a report on how to calculate LOS for "shared use paths" (multi-use trails). The centerpiece of the report was a spreadsheet calculation tool that can determine the LOS for a given trail based on basic input data from the trail manager.

According to FHWA, a trail's carrying capacity (and thus LOS) is primarily a function of trail width and user type (e.g. cyclists, inline skaters, and pedestrians). Largely influenced by trail width, trail user conflicts typically occur during passing (opposite direction meetings and same direction over-takings). Length is not a factor in determining trail carrying capacity.

Using the FHWA trail LOS calculation tool, a standard 12-foot wide paved multi-use trail with an hourly one-way trail user volume of 55-164 (passing a single, precise point on the trail) will receive an LOS score of B. User volume below 55 receives an LOS score of A, while user volume above 164 receives a C or lower.

Carrying capacity in the SUN Trail network is defined as "the trail user volume which will allow a trail to retain a LOS score of B or better". Consequently, all:

14-foot wide trails with standard use have a one-way hourly carrying capacity of 195 (or a daily carrying capacity of 4,680 [195×2 (two-way traffic) $\times 12$ (daily number of hours of operation)]).

12-foot wide trails with standard use have a one-way hourly carrying capacity of 164 (or a daily two-way carrying capacity of 3,936 [164×2 (two-way traffic) $\times 12$ (daily number of hours of operation)]).

10-foot wide trails with standard use have a one-way hourly carrying capacity of 70 (or a daily carrying capacity of 1,680 [70×2 (two-way traffic) $\times 12$ (daily number of hours of operation)]).

For additional information, visit:

www.fhwa.dot.gov/publications/research/safety/pedbike/05138/. To download the LOS Calculator click here: [Microsoft® Excel® LOS Calculator](#).