

**REGULAR MEETING
DESTIN CITY COUNCIL
JANUARY 8, 2024
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Lawful, Ethical Moral Standards and Actions*****

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

- A. Recognition of the 2023 10U Softball All-Stars and Recognition of the 2023 12U Baseball All-Stars
- B. 2023 Holiday Decorating Contest Winners
- C. Permitting Process - Presentation

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. 2024 Ford F-150 SuperCab 4x4 for Code Compliance Department, authorization to issue a Purchase Order
- B. 2024 Ford Maverick XL AWD Crew Cab, Renewal and Replacement Program, authorization to issue Purchase Orders
- C. Miscellaneous Mechanical Services, authorization to execute a 3-year contract
- D. Milling, Resurfacing, and Restriping of Calhoun Ave (US98 to Cross St) plus Zerbe Street from Calhoun to Stahlman
- E. Budget Amendment - Adjustment for Prior Year Encumbrances Rolled Forward
- F. Resolution 24-01 Financial Institution Signature Authority
- G. Approval of minutes of November 6, 2023, Regular City Council Meeting
- H. Approval of minutes of October 16, 2023, Regular City Council Meeting
- I. Volunteer Committee/Board Attendance Report
- J. Draft Minutes of Standing Committee/Board Meetings

4. CITY MANAGER REPORTS

- A. Interim City Manager Contract
- B. Options for Median Maintenance and Proposed Extension of ZIIC Continuing Services Contract

- C. Motion to Consider Rescission of the Prior Council Directive on FPL Undergrounding Contractor
- D. Operations Financial Report - **Informational Only**
- E. Capital Project Status - **Informational Only**
- F. TDC Monthly Report - **Informational Only**
- G. Announcements

5. PUBLIC HEARINGS

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

- A. Councilmember Sweetser
- B. Councilmember Geile
 - 1. Projects Status Updates
 - 2. Motion to consider rescission of the prior action by the City to terminate an individual's membership in the City's standing committee.
(December 11, 2023: Motion by Councilmember Geile, seconded by Councilmember Destin, to terminate the membership of Mr. Isaac Birch to the Parks and Recreation Committee and appoint a replacement at the next Council meeting, passed 6-0).
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
 - 1. Visioning Session - Discussion
- H. Mayor Wagner
- I. City Attorney
 - 1. Draft City Manager Job Description and Recommended Salary Range
(December 11, 2023: Motion by Councilmember Bagby, seconded by Councilmember Hebert, to direct staff to bring back a draft job description and recommended salary range for the City Manager, and for each council member to present their nominees to the citizens search committee at the next council meeting passed 6-0).
 - 2. Resolution 24-02: Establishment of City Manager Selection Committee

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: January 8, 2024

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 1.A.

TO: City Council

THRU: Louis Zunguze, Interim City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE: January 3, 2024

SUBJECT: Recognition of the 2023 10U Softball All-Stars and Recognition of the 2023 12U Baseball All-Stars

I. BACKGROUND: Destin Little League 10U Softball Represented Destin in the State Tournament

Destin Little League 12U Baseball Represented Destin in the State Tournament @ Sarasota Fl.

II. DISCUSSION: Recognizing our Destin Little League All-Stars hard work and representing Destin

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024**TYPE OF AGENDA ITEM:** Presentation**AGENDA OUTLINE NUMBER:** 1.B.

TO: City Council

THRU: Louis Zunguze, Interim City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE: 01-03-2024

SUBJECT: 2023 Holiday Decorating Contest Winners

I. BACKGROUND: The residents, businesses, and organizations that are located within the city limits of Destin are all given the opportunity to participate in the Annual Holiday Outdoor Decorating Contest. There are six categories that are judged, which can be found listed below:

1. Best Decorated Home: Renee Potter- 162 Bent Arrow Drive. This category includes single homes, duplexes, mobile homes, etc.
2. Best Decorated Business: La Paz Restaurant - 950 Gulf Shore Drive. This category includes restaurants, shops, department stores, schools, professional offices, etc.
3. Best Decorated Organization: The Palms of Destin - 4201 Indian Bayou Trail. This category includes entrances to homeowner's associations, golf courses, etc.
4. Best Overall Holiday: Ryan Roberts - 3794 Indian Trail. This category includes all homes, businesses, and organizations throughout the city limits that go above and beyond.

The judge's panel is made up of six volunteers, including, but not limited to, city employees, residents and business owners within the city. Each judge is assigned an area of the city to cover. The judges complete evaluations for the best one in each category and turn the evaluation forms in to the program coordinator overseeing the contest. From the judge's picks within their assigned area, the program coordinator compiles a list, revisits each location and makes a final decision for each category. The winners for each category, along with a picture, are announced in the local newspaper. Plaques are then prepared and awards recognition is coordinated with the City Council.

II. DISCUSSION: For many years, the City of Destin has held its Annual Holiday Decorating Contest and recognized the winners from each category. It has become a tradition that the Mayor and City Council members present the winners with a plaque commemorating the contest during the first council meeting in January. The Holiday Decorating Contest is one of the few special

events that the city has where residents, businesses and organizations can all compete at the same time. Finally, it is a great way to honor those who have made the streets of Destin look festive during the holiday season.

A. **Link to Strategic Goals / Objectives:** Strategic Goal #2- Enhance the quality of life and safety for families.

B. **Effect on Budget (EOB):**

C. **Level of Service (LOS):**

D. **Legislative Sponsor:**

III. **CONCLUSION:**

IV. **RECOMMENDED MOTION:**

Attachments:

None

SPEAKER'S FORM
City of Destin Council Meeting

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

As you complete the form below, please note that **certain fields marked by * are required.**

Please limit your presentation to five minutes. All comments should be directed to the Mayor.

The City of Destin appreciates your cooperation and adherence to these guidelines.

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

DATE OF REQUEST: 12/20/23 *COUNCIL MEETING DATE: January 8, 2024

*NAME: Julie Shephard/ Panhandle Permitting *PHONE #: 850-499-0581

ADDRESS: 12889 Emerald Coast PKWY. 107A Miramar Beach, Fl 32550

EMAIL: Panhandlepermitting@gmail.com

*TOPIC/ISSUE Building Permits

*HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE? If so, who and when?

Torey Geile 11/3/23

*DESIRED ACTION BY COUNCIL? Understanding of why in my experience the City of Destin is no more difficult than other municipalities to obtain a permit. In some cases easier.

PRESENTATION MATERIALS ATTACHED?: YES _____ NO X # OF PAGES 1

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Michael Burgess, Public Services Director
Krystal Strickland, Finance Director

DATE: 12/21/2023

SUBJECT: 2024 Ford F-150 SuperCab 4x4 for Code Compliance Department, authorization to issue a Purchase Order

I. BACKGROUND: The Code Compliance Department recently added 5 new Full-time officers and 1 Part-time Officer. Another vehicle is needed to support their key functions.

II. DISCUSSION: Resolution 22-10 states that budgeted purchases over the amount of \$35,000 require a formal bid solicitation or piggy-back upon a state contract. Attached is the quote from Step One Automotive via State Contract 25100000-23-STC.

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 proposed vehicle is a 2024 Ford F-150 SuperCab 4x4 for the Code Compliance Department. Funds were budgeted under project code CEVEH. The quote from StepOne Automotive based upon State Contract 2510000-23-STC is in the amount of \$46,017.91.

	30058585-564000-
	CEVEH
	GF\$ for NEW
	Code Vehicle
	\$ 46,000
FY 24 Adopted Budget*	46,000
Previous Expenses/Encumbrances	-
Available Program Budget	46,000
This Agreement +(-)	(46,018)
FY 24 Remaining Program Budget	\$ (18)

C. Level of Service (LOS): This vehicle will support the Code Compliance Department that recently added 5 Full-time officers and 1 Part-time officer.

D. Legislative Sponsor:

III. CONCLUSION: If approved, PW staff will begin the process of obtaining a Purchase Order for this Vehicle.

IV. RECOMMENDED MOTION: I move to authorize the Interim City Manager to issue a Purchase Order to Step One Automotive in the amount of \$46,017.91.

Attachments:

1. 2024 F150 SUPERCAB 4X4 Quote

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Michael Burgess, Public Services Director
Krystal Strickland, Finance Director

DATE: 12/21/2023

SUBJECT: 2024 Ford Maverick XL AWD Crew Cab, Renewal and Replacement Program, authorization to issue Purchase Orders

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

II. DISCUSSION: These 2024 Ford Maverick's will replace aging F150s, specifically:
2016 Ford F150 4x2 (Building Division) x2
2017 Ford F150 4x4 (Parks and Recreation) x1

Resolution 22-10 states that budgeted purchases over the amount of \$35,000 require a formal bid solicitation or piggy-back upon a state contract. Attached is the quote from Step One Automotive (Crestview, FL) via State Contract 25100000-23-STC.

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

also: Emergency Management, ability to respond post-disaster

B. Effect on Budget (EOB): The cost per vehicle is \$28,374.84. Three of these equals = \$85,124.52.

	11152441-564000- 30058585-565000-		
	RRV11	RRV57	
	Bldg\$ to Replace	GF\$ to Replace	
	Bldg Vehicles	Parks Vehicles	Total
	\$ 76,000	\$ 113,000	\$ 189,000
FY 24 Adopted Budget*	76,000	113,000	189,000
Previous Expenses/Encumbrances	-	-	-
Available Program Budget	76,000	113,000	189,000
This Agreement +(-)	(56,750)	(28,375)	(85,125)
FY 24 Remaining Program Budget	\$ 19,250	\$ 84,625	\$ 103,875

C. Level of Service (LOS): Improved safety as these new All-Wheel Drive (AWD) vehicles will have added safety equipment (back sensors and camera) and improved reliability.

D. Legislative Sponsor:

III. CONCLUSION: Approving this item will allow the City to replace three vehicles that are 7-8 years old.

When the new vehicles arrive for the Building Department and for Parks and Recreation, staff request to re-assign the old vehicles to the Engineering Division (1, new Inspector) and Code Compliance (2, new Officers), instead of auctioning them at a surplus auction sale.

IV. RECOMMENDED MOTION: I move to authorize the Interim City Manager to issue purchase orders for these vehicles in the amount of \$85,124.52.

Attachments:

1. ATT1: 2024 MAVERICK SUPER
CREW AWD XL

**2024 MAVERICK®
SUPERCREW® – XL SERIES
STANDARD EQUIPMENT**

MECHANICAL

- 2.0L EcoBoost w/ 8-Speed Automatic Transmission
- 4-Wheel Disc Anti-Lock Brake System (ABS)
- Automatic Continuously Variable – Transmission
- Electric Parking Brake
- Electronic Brake Boost – Hybrid Only
- Electronic Power-Assist Steering (EPAS)
- Post Impact Braking
- Rotary Gear Shift Dial Includes Select Drive Modes: Normal, Eco, Sport, Slippery and Tow/Haul
- Variable-Assist Power Steering

EXTERIOR

- Black Mesh Grille w/Black Surround
- Box Top and Tailgate Moldings
- Cargo Lamp – Integrated with Center High-mounted Stop Lamp (CHMSL)
- Easy Fuel® Capless Fuel-Filler
- FLEXBED® Storage System
- Fuel Tank
 - 16.5 Gallon – Gas
 - 13.8 Gallon – Hybrid
- Handles, Black – Door and Tailgate
- Hooks – Cargo Tie-Downs, six (6)
- Mirrors, Sideview – Manual-folding, Manual Glass with MIC Black Skull Caps
- Maverick® XL Fender Badge
- Rocker Molding
- Spare Tire Carrier – Rear Under Frame
- Spare Tire (Mini)
- Bumper, Front & Rear – Steel
- Trailer Sway Control
- Tailgate – Manual Locking
- Tires – P225/65R 17" A/S BSW
- Wheels – 17" Sparkle Silver Steel
- Windshield Wipers – Intermittent Speed

INTERIOR/COMFORT

- 4.2" Productivity Screen in Instrument Cluster
- Cruise Control
- Dual Vanity Mirrors
- Floor Covering – Carpet
- Floor Mats – Front Carpet
- Front Door Stowage Bins
- Front Map Lights/Overhead Console
- Front/Rear Cargo Compartment Dome Lamps (Fade-to-off)
- Instrumentation (Door Ajar, Lamps On, Low Fuel & Washer Fluid, Tach, Clock)
- Front/Rear Grab Handles (3) Three
- Manual Air Conditioning, Single Zone
- Power Door Unlock and Lock
- Powerpoint 12V – Front (1), Rear (1)
- Rear Coat Hooks
- Rear Under Seat Storage Bins
- Rear-Window with Fixed Privacy Glass
- Seat, Front
 - 6-Way Manual Adjustable Driver
 - 4-Way Manual Adjustable Passenger
 - Bucket Seats
 - Cloth Trim
 - Front Floor Console w/ Armrest & Storage Bin
 - Seat Back Map Pocket, Passenger
- Seat, Rear
 - Full Bench Rear Cloth Folding Seatback
 - Flip-Up Seat Cushion
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking w/ Audio Controls
- Vinyl Console Lid

INTERIOR/COMFORT (continued)

- Windows
 - Power Front/Rear Windows
 - 1-Touch Down Driver Window
 - Rear Privacy Glass

SAFETY/SECURITY

- Anti-Theft Engine Immobilizer
- Airbags
 - Driver and Passenger Front Airbags
 - Safety Canopy® Side-Curtain Airbags
 - Driver and Passenger Side Airbags
 - Driver Knee Airbag
- Autolamp – Auto On/Off LED Headlamps
- Center Rear Seat Shoulder Belt
- Driver & Passenger Height Adjustable Retractable Seatbelts
- Belt-Minder® (Front Safety Belt Reminder)
- Configurable Daytime Running Lamps (DRL)
- LATCH (Lower Anchors and Tether Anchors for Children)
- Power Central Locking
- SecuriLock® Passive Anti-Theft System
- Smart Occupant Sensing airbags
- Tire Pressure Monitoring System (TPMS)

FORD CO-PILOT360™ TECHNOLOGY

- Auto LED High-Beam
- Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
- Rear View Camera

FUNCTIONAL

- 2 USB Ports (Front) – 1 Type A & 1 Type C
- 8" Center Stack Screen w/ Standard Bluetooth® Connectivity
 - Apple CarPlay™ and Android Auto™
- AM/FM Stereo w/ 6 Speakers
- Battery Saver
- Electronic Stability Control
- Extended Service Interval Monitor
- FordPass Connect™ (4G)
 - Schedule specific times to remotely start vehicle¹
 - Locate parked vehicle¹
 - Check vehicle status¹

Note: Ford Telematics and Data Services are telematics services available for fleet customers, providing access to manufacturer-grade vehicle data including but not limited to location, speed, idle time, remaining fuel, fuel energy, range, diagnostics, and maintenance alerts. FordPass Connect™ 4G Modem, enables telematics services directly from Ford or through authorized third-party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673).
- Keyed Ignition
- Particulate Air Filter
- Remote Keyless Entry / Panic Button (Key Fobs (2))

¹FordPass Connect (optional on select vehicles), the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Michael Burgess, Public Services Director
Krystal Strickland, Finance Director

DATE: 01/02/2024

SUBJECT: Miscellaneous Mechanical Services, authorization to execute a 3-year contract

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

II. DISCUSSION: Resolution 22-10 states that budgeted purchases over the amount of \$35,000 require a formal bid solicitation or piggy-back upon a state contract. To meet this policy, the City of Destin chose to issue a formal bid solicitation in the form of a Request for Bids (RFB).

RFB 23-11-PW Miscellaneous Mechanical Services was advertised the week of October 23, 2023. A bid opening was held on December 7, 2023 where two bids were received.

The two bidders were D&D AC Heating and Electrical Services and Daiken Applied Americas Inc. The bid committee met on December 21, 2023 to consider RFB 23-11-PW.

Bid committee members discussed the bids and each member scored the proposals. D&D totaled 288 points while Daiken Applied scored 235 points. A motion was made and approved that the bid committee recommend to council that the bid from D&D be accepted.

Attachments include:

ATT1: Bid Tabulation by Bid Committee

ATT2: D&D RFB Response

ATT3: Daikin RFB Response

ATT4: Contract

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): Expenditures associated with this contract could include scheduled replacement of HVAC equipment and routine/on-call maintenance services. Approval of this continuing services contract does not obligate the City to any financial outlays. Each task order will be reviewed individually for impact on budget prior to expenditure approval

C. Level of Service (LOS): Renewal/Replacement of HVAC equipment, improved air quality and climate control

D. Legislative Sponsor:

III. CONCLUSION: This item awards a continuing services contract to D&D Services for a 3-year period.

IV. RECOMMENDED MOTION: I move that the Interim City Manager be authorized to execute a 3-year contract with D&D Air Conditioning, Heating, & Electrical Services per their response to RFB 23-11-PW and based on the Bid Committee's recommendation.

Attachments:

1. ATT1: Bid Results RFB 23-11-PW, Misc. Mechanical
2. ATT2: D&D AC-Heating-Electrical RFB Response
3. ATT3: DAIKEN RFB Response
4. ATT4 D&D CY24 thru CY26 Original Contract (3)
5. ATT5: RFB 23-11-PW Miscellaneous Mechanical Services plus addendum

BID OPENING SUMMARY

DESTIN CITY HALL BOARDROOM

RFB 23-11-PW, Misc. Mechanical Services Cont. Services Contract

<u>BIDDERS:</u>	<u>Unit Price</u>	<u>Addit. Labr</u>	<u>Mat.</u>	<u>Trip Fee</u>	<u>System Maint.</u>
1) <u>D & D AC/Heat/Elect.</u>	<u>\$ 95.00</u>	<u>\$55.00</u>	<u>25%</u>	<u>\$59.00</u>	<u>\$125.00</u>
2) <u>Daiken Applied</u>	<u>\$ 110.00</u>	<u>\$0</u>	<u>30%</u>	<u>\$100.00</u>	<u>\$N/A</u>

Date & Present at the bid opening:

December 7, 2023

Kim Montgomery
Sharon Gardner

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



P.O. Box 5239 Destin, FL 32540

Voice: (850) 650-3995 Fax: (850) 650-4454

A/C Contractor ♦ Electrical Contractor ♦ Commercial & Residential Service

Licensed ♦ CAC057538 ♦ EC13001418 ♦ Insured

City of Destin, Florida

Request for Bids RFB NO. 23-11-PW

**MISCELLANEOUS MECHANICAL SERVICES
CONTINUING SERVICES CONTRACT**

Bid Opening: December 7, 2023 2:00pm CST

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

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REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

EXHIBIT A

CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW,
MISCELLANEOUS MECHANICAL SERVICES

BID FORM

PART I Bid submitted 12/07/2023 by:

Company: D&D Air Conditioning, Heating & Electrical Services

Address: PO Box 5239

City & State: Destin, FL

Zip Code: 32540

Telephone: (850) 650-3995

Fax: () _____

E-mail : admin@dndservices.com

Number of Years in Business: 26 Contact Name: Dennis Thomas / Jonathan Mattair

PART II (complete as appropriate, include additional sheets as needed)

List the proposed unit prices for labor and materials below.

<u>ITEM</u>	<u>UNIT PRICE</u>
1. Labor	
a. Mechanical Service Work (per hour)	\$ <u>95.00</u>
b. Additional labor costs (per service call)	\$ <u>55.00</u>
2. Materials and Supplies	

Materials and supplies will be billed at 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. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform the requested work.

3. Please list any additional costs associated with the above services and materials:
- | | |
|---|------------------|
| <u>Trip Fee (price per job)</u> | \$ <u>59.00</u> |
| <u>System Maintenance – Filters, Belts, Clean Drain Line (price per system)</u> | \$ <u>125.00</u> |

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

THE BID FORM IS CONTINUED ON THE NEXT PAGE

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: Dennis Thomas President / Owner
(Print or Type)

Signature: 

Date of Bid: December 7, 2023

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

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

END OF BID FORM

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

EXHIBIT B
RESPONSIVE BIDDER QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Submitted By:

Name: D&D Air Conditioning, Heating & Electrical Services

Address: PO Box 5239

City, State, Zip: Destin, FL 32540

Telephone No.: (850) 650-3995 Fax No.: NA

Check One
Corporation X
Partnership ____
Individual ____
Other ____

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

The correct name of the responsive bidder is:

DWD Ventures, Inc. dba D&D Air Conditioning, Heating & Electrical Services

The address of the principal place of business is:

130 Benning Drive Destin, FL 32541

2. If responsive bidder is a corporation, answer the following:

- a. Date of Incorporation: 08/21/1997
- b. State of Incorporation: Florida
- c. President's name: Dennis Thomas
- d. Vice President's name: Dennis Thomas
- e. Secretary's name: Dennis Thomas
- f. Treasurer's name: Dennis Thomas
- g. Name and address of Resident Agent: Dennis Thomas
130 Benning Drive Destin, FL 32541

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

- a. Date of organization: NA
- b. Name, address and ownership units of all partners: NA
- c. State whether general or limited partnership: NA

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: NA

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

see attached - State of Florida Fictitious Name Certificate

6. How many years has your organization been in business under its present business name?

26

Under what other former names has your organization operated?

None

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

CAC057538 - Class B Air Conditioning Contractor

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

No

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Dennis Thomas – 26 years as HVAC and Electrical Contractor / Business Owner
Jonathan Mattair – 15 years experience as Operations Manager, HVAC Technician

10. State the name of the individual who will have personal supervision of the work:

Dennis Thomas / Jonathan Mattair

11. State the name and address of attorney, if any, for the business of the responsive bidder:

NA

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

Dennis Thomas 130 Benning Drive Destin, FL 32541

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

Responsive Bidder owns no other firms other than itself

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		<u>Revenue Index Number</u>
a.	Government Related Work	<u>2</u>
b.	Non-Governmental Related Work	<u>3</u>
	Total Work (a +b):	<u>4</u>

Revenue Index Number

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

15. Bank References:

Bank	Address	Telephone
<u>Trustmark Bank</u>	<u>16045 Emerald Coast Parkway Destin, FL 32541</u>	<u>(850) 650-9868</u>

16. What will be your turnaround time for written responses to City inquiries?

1 – 2 Business Days depending on nature of inquiry

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

None

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
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MISCELLANEOUS MECHANICAL SERVICES

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

None

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

No

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This 7 day of December, 20 23



Ginger L. Benne
Notary Public
State of Florida
Comm# HH025653
Expires 7/30/2024

Notary Public (Signature)

My Commission Expires: 7/30/2024

END OF SECTION

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

EXHIBIT C
PUBLIC ENTITY CRIMES DISCLOSURE

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract RFB 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT

2. This sworn statement is submitted by D&D Air Conditioning,
Heating & Electrical Services whose business
address is Mailing: PO Box 5239 Destin, FL 32540 Physical: 130 Benning Drive Destin, FL 32541
and (if applicable) Federal Employer Identification Number (FEIN) is 59-346-4019 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement: __

3. My name is Dennis Thomas and my relationship to the entity named above is
President / Owner

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

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
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MISCELLANEOUS MECHANICAL SERVICES

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)

X 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.)

Paris Woods president
(Signature)

Date: 12/7/23

STATE OF FLORIDA
COUNTY OF Okaloosa

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 7 day of December, 2023, and is personally known to me, or has provided _____ as identification.



Ginger L. Benne
Notary Public
State of Florida
Comm# HH025653
Expires 7/30/2024

Ginger L. Benne
Notary Public

My Commission expires: 7/30/2024

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

EXHIBIT D
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: D&D Air Conditioning, Heating & Electrical Services

ADDRESS: PO Box 5239

CITY: Destin STATE: FL ZIP CODE: 32540

TELEPHONE NUMBER: (850) 650-3995

SIGNATURE: *Dennis Thomas* DATE: 12/07/2023

NAME (TYPED OR PRINTED): Dennis Thomas

TITLE: President / Owner

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

Qualification and Experience Narrative

D&D Air Conditioning, Heating & Electrical Services was established in October 1997 and has been providing commercial and residential mechanical services in Destin for 26 years. We are the best choice for the City of Destin Miscellaneous Mechanical Services contractor for many reasons. The following are highlights based on the scope of work outlined in RFB #23-11-PW.

FAMILIARITY WITH SITE CONDITIONS: For several years, we have successfully demonstrated our ability to maintain, service, replace and install equipment for the City of Destin. With more than half of our staff being employed at the company for over 5 years, our technicians and management have extensive knowledge of the equipment and locations that require HVAC service and maintenance. Our in-depth knowledge and experience with the equipment and locations provides our management team with valuable and unique insight that is crucial in projecting costs for servicing or replacing equipment. These cost projections may be used by the City of Destin for the yearly budgeting process.

HVAC MAINTENANCE PROGRAM: We have extensive experience in HVAC maintenance of commercial facilities offering service in a timely and efficient manner. Quarterly maintenance services include management of filter sizes and inventory, utilization of dispatch software to maintain timely scheduling of maintenances, providing technicians with checklists during each maintenance visit, and delivery of detailed reporting documentation including numbers and sizes of filters changed during each maintenance.

VALUE ENGINEERING: We have 26 years of experience offering customers value engineered solutions as well as analyzing the cost effectiveness of multiple solutions. Our technicians and management are not compensated with commission on sales. This eliminates any incentive to recommend a more expensive solution as opposed to a value engineered solution.

FULL STAFF: We employ a full staff of HVAC and electrical technicians year around as opposed to seasonal employees, assuring prompt professional service to our customers. All service personnel are uniformed and neat in appearance. Our technicians have a solid background in service diagnostics and troubleshooting, and are trained to recognize and inform customers of potential service issues before they result in failure. We offer highly competitive wages that exceed Davis-Bacon Act WD # FL20200127, health insurance, supplemental insurance, a 401K retirement plan, and paid vacation. The owner of D&D Air Conditioning, Heating & Electrical Services is a lifetime local resident who is personally involved in the daily activities of the company. He is available to answer any questions or address any issues that may arise. Normal business hours are Monday through Friday from 8am to 5pm. Emergency 24-hour service is currently and will continue to be provided to contract and preferred customers such as the City of Destin. We have a fleet of 10 vehicles that are equipped for HVAC and Electrical services.

EQUIPMENT, MATERIALS AND LABOR: Being in business for 26 years, we have established solid relationships with equipment suppliers of all makes and models of HVAC equipment. All equipment replacement labor is warranted for a period of one year. Continued superior customer service over many years has built valued partnerships with local businesses and local governments. The City of Destin can feel secure in choosing D&D Air Conditioning, Heating & Electrical Services as a strong company that has proven itself with a long-standing presence in the community. We aspire to continue serving the Florida Panhandle for many years to come.

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

Previous work experience

- ◆ Service, Retrofit, Maintenance or Installation of HVAC systems in over 1000 residential homes in Destin
- ◆ Commercial Installation, Service, Maintenance & Retrofit of HVAC:
 - ◆ Silver Sands Factory Outlet
 - ◆ Uptown Station
 - ◆ JG Plaza
 - ◆ EOI
 - ◆ Destin Health Care
 - ◆ Destin United Methodist Church
 - ◆ Liza Jackson Preparatory School
 - ◆ Uptown Station
 - ◆ Realty House Commercial Properties
 - ◆ Alan Courtney Construction, Inc.
 - ◆ Victory Real Estate
 - ◆ Destin Real Estate
 - ◆ Holiday Inn Resort
 - ◆ The City of Fort Walton Beach
 - ◆ The Howard Group at Grand Blvd
 - ◆ Boeing
 - ◆ 98 Palms Plaza
 - ◆ Golden Corral
 - ◆ Destin Gulfgate
 - ◆ Waterview Towers
 - ◆ Club Destin
 - ◆ Aegean
 - ◆ Silver Dunes
 - ◆ Destin Church of Christ
 - ◆ Jay Odom Group
 - ◆ Wild Willies

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

References

Name:	City of Destin
Contact:	Lance Johnson
Address:	4200 Indian Bayou Trail Destin, FL 32541
Telephone:	(850) 654-5184
Email:	ljohnson@cityofdestin.com
Total # of Facilities:	10
Total # of HVAC Units:	40
Years Servicing Customer:	15
Type of Services Provided:	Installation, Service & Maintenance of HVAC equipment & related services

Name:	The Boeing Company
Contact:	Grady Hickman
Address:	626 Anchor Street Fort Walton Beach, FL 32548
Telephone:	(850) 259-8164
Email:	grady.l.hickman-iii@boeing.com
Total # of Facilities:	3
Total # of HVAC Units:	50+
Years Servicing Customer:	17
Type of Services Provided:	Installation, Service & Maintenance of HVAC equipment & related services

Name:	Jay Odom Group
Contact:	Emily Gregory
Address:	4652 Gulfstarr Drive Destin, FL 32541
Telephone:	(850) 654-4126
Email:	egregory@thejayodomgroup.com
Total # of Facilities:	15
Total # of HVAC Units:	100+
Years Servicing Customer:	20
Type of Services Provided:	Installation, Service & Maintenance of HVAC equipment & related services

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA

RFB NO. 23-11-PW

MISCELLANEOUS MECHANICAL SERVICES

Proof of Insurance - Workers Compensation Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2022

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 Acentria, Inc - Destin Office 4634 Gulfstar Drive Destin FL 32541		CONTACT NAME: PHONE (A/C No. Ext): 850-650-1950 FAX (A/C No): 850-650-9288 E-MAIL ADDRESS: mail@acentria.com	
INSURED HR, Inc. dba Simple HR Alternate Employer: DWD Ventures, Inc. dba D&D Air Conditioning, Heating & Electrical Svcs 36474 Emerald Coast Pkwy., Bldg. B Destin FL 32541		INSURER(S) AFFORDING COVERAGE INSURER A: Normandy Insurance Company, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1289726608

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 SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	NHFL0013502023	1/1/2023	1/1/2024	X 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers' Compensation coverage is provided by contract to all employees of HR, Inc., dba Simple HR assigned to the Alternate Employer, shown above. Coverage does not apply to any employees not approved and assigned to HR, Inc., dba Simple HR to the Alternate Employer effective 1/1/2023. *10 days notice of cancellation applies in the event of nonpayment of premium.
 Dennis Thomas Licenses: CAC057538 and EC13001418

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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ACORD 25 (2016/03)

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REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

Proof of Insurance - General Liability and Automobile Insurance Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/15/2023

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 Waldorff Insurance & Bonding 45 Eglin Parkway NE Ste 202 Fort Walton Beach FL 32548		CONTACT NAME: PHONE (A/C No. Ext): 850-581-4925 FAX (A/C No.): 850-581-4930 E-MAIL ADDRESS: receptionist@waldorffinsurance.com	
INSURED DWD Ventures Inc dba D&D Air Conditioning, Heating & Electrical Services DEA Solutions, Inc P O Box 5239 Destin FL 32540-5239		INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Ins. Co. INSURER B: Auto Owners INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10190 18988	

COVERAGES CERTIFICATE NUMBER: 1231663462 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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			78376048	8/28/2023	8/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			5136891300	8/28/2023	8/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED. RETENTION \$			5136891302	8/28/2023	8/28/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	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 \$
A	Equipment Floater			78376048	8/28/2023	8/28/2024	Rented Limit \$100,000

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

CERTIFICATE HOLDER City of Destin 4200 Indian Bayou Trail Destin FL 32541	CANCELLATION 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 <i>Jon A. Clark</i>
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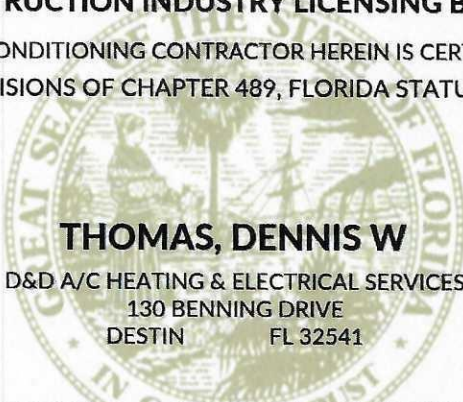
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REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

Proof of Licensing & Certifications – State License

	Ron DeSantis, Governor	Melanie S. Griffin, Secretary	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD			
THE CLASS B AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES			
 THOMAS, DENNIS W D&D A/C HEATING & ELECTRICAL SERVICES 130 BENNING DRIVE DESTIN FL 32541			
LICENSE NUMBER: CAC057538			
EXPIRATION DATE: AUGUST 31, 2024			
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.		

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

Proof of Licensing and Certifications - State of Florida Fictitious Name Registration

State of Florida
Department of State

I certify from the records of this office that D&D AIR CONDITIONING, HEATING & ELECTRICAL SERVICES is a Fictitious Name registered with the Department of State on May 9, 2013.

The Registration Number of this Fictitious Name is G13000044804.

I further certify that said Fictitious Name Registration is active.

I further certify that said Fictitious Name Registration filed a renewal on July 25, 2023, and expires on December 31, 2028.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twenty Sixth day of July, 2023*




Secretary of State

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

Proof of Licensing and Certifications – Business Tax Receipts

Okaloosa County Business Tax Receipt

	2023 / 2024 OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT BEN ANDERSON Okaloosa County Tax Collector	The issuance of this receipt does not ensure competency.														
BUSINESS NAME: D AND D AIR CONDITIONING HEATING AND ELECTRICAL SERVICES																
ACCOUNT NUMBER: 4848 EXPIRES: SEPTEMBER 30, 2024																
RECEIPT NUMBER: 110030705386 TYPE OF BUSINESS: Regulated BUSINESS ADDRESS: 130 BENNING DRIVE DESTIN, FL 32541																
DWD VENTURES INC PO BOX 5239 DESTIN, FL 32540-5239																
Paid 07/13/2023																
		<table><tr><td>TRANSFER</td><td>0.00</td></tr><tr><td>ORIGINAL TAX</td><td>35.00</td></tr><tr><td>EXEMPTION TYPE</td><td></td></tr><tr><td>EXEMPTION AMOUNT</td><td>0.00</td></tr><tr><td>PENALTY</td><td>0.00</td></tr><tr><td>FOR PAYMENT</td><td>0.00</td></tr><tr><td>TOTAL PAID</td><td>35.00</td></tr></table>	TRANSFER	0.00	ORIGINAL TAX	35.00	EXEMPTION TYPE		EXEMPTION AMOUNT	0.00	PENALTY	0.00	FOR PAYMENT	0.00	TOTAL PAID	35.00
TRANSFER	0.00															
ORIGINAL TAX	35.00															
EXEMPTION TYPE																
EXEMPTION AMOUNT	0.00															
PENALTY	0.00															
FOR PAYMENT	0.00															
TOTAL PAID	35.00															
		RENEW ANNUALLY AT OkaloosaTax.com E-check is FREE														
																
THIS BECOMES A TAX RECEIPT WHEN VALIDATED BELOW																
Paid 0-23010134 35.00 07/13/2023																

City of Destin Business Tax Receipt

	City of Destin 4200 Indian Bayou Trail, Destin FL 32541 (850) 654-1119	BUSINESS TAX RECEIPT CERTIFICATE
Business Name: D & D A/C HEATING & ELECTRICAL SERVICES DBA: D & D A/C HEATING & ELECTRICAL SERVICES		
Business Location: 130 BENNING DRIVE DESTIN, FL 32541	Mailing Address: 130 BENNING DRIVE DESTIN, FL 32541	
Owner: D & D AIR CONDITIONING, HEATING, & ELECT		
Number: CNTBTR-000563-2021	License Type: Contractors BTR	
Issued Date: 8/4/2023	Classification: Mechanical Contractor	
Expiration Date: 9/30/2024	Fees Paid: \$150.00	
Business License Year: 2024		
A BTR is a tax for the privilege of engaging in or managing a business, profession, or occupation within the City limits. However, making a BTR tax payment does not relieve you from your responsibility to adhere to the requirements of all other applicable City Codes, and any other local, state or federal laws. • The City's acceptance of your BTR payment does not mean that you are in compliance with any other City Codes. • Development, zoning, building and other staff reviews of applicable City Codes are not part of your BTR tax payment process, and entail separate City staff review(s). • You may not conduct business in the City of Destin unless and until you meet all applicable City Codes in addition to making your BTR payment.		
TO BE POSTED IN A CONSPICUOUS PLACE		

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES
Proof of Licensing and Certifications - W9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.
	▶ Go to www.irs.gov/FormW9 for instructions and the latest information.		

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DWD Ventures, INC.		
	2 Business name/disregarded entity name, if different from above D&D Air Conditioning, Heating, and Electrical Services		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 5239		Requester's name and address (optional)
	6 City, state, and ZIP code Destin, FL 32540		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																					
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																					
Social security number	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
or Employer identification number	<table border="1"><tr><td>5</td><td>9</td><td></td><td></td><td></td><td></td><td>3</td><td>4</td><td>6</td><td>4</td><td>0</td><td>1</td><td>9</td></tr></table>	5	9					3	4	6	4	0	1	9							
5	9					3	4	6	4	0	1	9									

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person ▶ <i>[Signature]</i> Date ▶ <i>01/13/2023</i>

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>	
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Cat. No. 10231X Form **W-9** (Rev. 10-2018)

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

Addendum #1

ADDENDUM #1

CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

November 29, 2023

This addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so may subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project.

Correction:

1. The opening date for this RFB is **December 7, 2023**, not November 30, 2023, as stated in the RFB.

The bid opening date remains as Thursday, December 7, 2023, at 2 pm.

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:

Dennis Thomas, President

Print Name


Signature

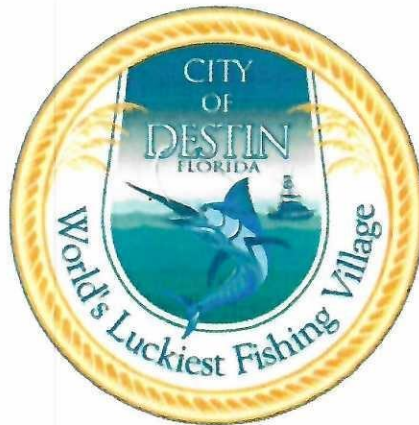
12/07/2023

Date

CITY OF DESTIN, FLORIDA

**REQUEST FOR BIDS
RFB NO. 23-11-PW**

**MISCELLANEOUS MECHANICAL SERVICES
CONTINUING SERVICES CONTRACT**



City of Destin, Florida
October 16, 2023



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

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Mechanical Services Continuing Services Contract for City owned properties for **three years with the option for two additional one-year renewals, not to exceed five years.** Interested parties should contact the City Clerk's office to obtain copies of the bid documents at 850-837-4242. The Scope of Work will include, but not be limited to, miscellaneous mechanical services for City owned facilities including providing all tools, machines, equipment, labor and incidentals necessary to complete prescribed work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Worker's Compensation coverages. Bids must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked "**RFB No. 23-11-PW, MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT**", along with the name, return address and telephone number of the bidder, no later than 2:00 p.m. CST, on Thursday, December 7, 2023. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Lance A. Johnson
City Manager

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

CHECKLIST

The following items must be provided for your bid to be considered responsive.

1. Completed bid form (Exhibit A)
2. Responsive Bidder Qualifications Statement (Exhibit B)
3. Proof of required Workman's Compensation Insurance documents
4. Proof of adequate Liability Insurance
5. Completed W-9 [available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]
6. Bid Packet initialed on all pages
7. Copy of General Liability Insurance Documents (Worker's Compensation)
8. Copy of State license (if required for job)
9. Copy of City License (if business office is in Destin)
10. Completed Public Entity Crimes Form (Exhibit C)
11. Completed Drug Free Form (Exhibit D)
12. Addenda (if applicable)
13. Three References (minimum) to include Contact Name, organization, project names and dates, Contact's telephone and email

Other documents as requested in bid package.

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

1.0 INTRODUCTION

The City of Destin is issuing a Request for Bid (RFB) to secure proposals from qualified contractors for **MISCELLANEOUS MECHANICAL SERVICES**.

It is the responsive bidder's responsibility to read and understand the requirements of this request for bid. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with all conditions identified.

Before submitting a bid, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this Request for Bid (RFB) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying up on any interpretation or correction given by any other method.

The submission of a bid shall not be deemed an agreement between the responsive bidder and the City. The bid is a contractual offer by the responsive bidder to perform services in accordance with the Bid Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

2.0 INSTRUCTION TO RESPONDENTS

- A. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **December 7, 2023** no later than 2:00 P.M. (CST). All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.
- B. Any responses received after the stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal **delivered to City Clerk's Office** for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

- C. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least seven (7) days prior to the submittal deadline.
- D. If any addendum(s) are issued to this Request for Bid, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.
- E. Complete and submit Responsive Bidder Qualification Statement, form herein as Exhibit B. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal I.D. number on their RFB submittal.
- F. One (1) original, so designated, six (6) copies for a total of seven (7) submissions, and one (1) digital copy of the RFB responses (on USB drive). Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages. **Please do not use wire spiral bindings, plastic covers, and plastic binding materials for your submittals.**
- G. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.
- H. Responses shall be evaluated by the Bid Committee based on all information submitted and the lowest, most responsive and responsible bidder will be recommended to the City Council for approval.
- I. The Bid Committee shall consist of City of Destin staff members.
- J. Each responsive bidder, by submission of an RFB submission, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.
- K.

PROCUREMENT SCHEDULE	
Tasks	Date
RFB Advertised	Week of October 23, 2023
Last Day for Questions to be Submitted	November 30, 2023
Due Date/Bid Opening	December 7, 2023
Tentative Date - Bid Committee Evaluation	December 13, 2023
Tentative Date - City Council Meeting	January 2, 2024
Tentative Date - Notice of Award	Week of January 2, 2024
Tentative Date - Execution of Contract	Week of January 2, 2024

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

3.0 PROJECT CONTRACTOR REQUIREMENTS

The City of Destin is seeking an independent contractor, to include all necessary independent subcontractors, with all applicable licenses for work on this project.

3.1 Licensing Requirements

Provide all applicable contractor licenses: include license name, license numbers and contact information. Contractor must be Florida Certified or Okaloosa Registered and provide a license of qualifier. This information will be provided during the permitting process for various projects. The City's Online Permit portal can be found at :

<https://cityofdestinfl-energovweb.tylerhost.net/apps/selfservice#/home>

3.2 Insurance Requirements

- a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.
- b. Respondent shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the City. All coverage shall be with carriers admitted doing business in the State of Florida. Carriers shall be A rated (or better) by A M Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

3.3 Bonding Requirements

Performance and Payment Bond – No Performance and/or Payment bonds are anticipated with this contract.

3.4 Permitting Requirements

The contractor is required to obtain all required permits prior to the start of any work.

3.5 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State and local codes and standards which include, but not limited to State Building Codes, City Codes and Ordinances, etc.

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

4.0 CONTRACTOR SCOPE OF SERVICES (PLANNING AND LOGISTICS)

Description: The successful bidder should possess broad expertise in mechanical services. Services required may include the installation and maintenance of HVAC equipment and related services. See Exhibit A for specific pay items.

4.1 Schedule for Delivery of Materials

The successful respondent shall be responsible for receiving all materials delivered.

4.2 Waste Disposal

The contractor shall be responsible for the disposal of all waste and debris.

5.0 DISCLOSURES

5.1 No Contact Clause

All prospective bidders are hereby instructed to not contact any member of the City of Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below, regarding this solicitation or the bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised, all communications between interested bidders and the City must be directed to:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com

Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact with anyone but the Clerk may be cause for rejection of your submittal.

5.2 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received at least five (5) working days prior to the RFB due date. The last day for inquiries is **November 30, 2023**. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 or rbailey@cityofdestin.com

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

5.3 Addenda

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin, and agrees to be bound by all addenda that have been issued for this Request for Proposal. If addendum is issued, responsive bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

5.4 Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all responsive bidder must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

5.5 Drug-Free Workplace Program

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

5.6 Public Entity Crime Disclosure

Each submittal shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

5.7 Reservation of Rights

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

5.8 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 THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

The successful responsive bidder shall:

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

6.0 BID & SUBMITTAL REQUIREMENTS

All bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CST, on **November 30, 2023**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked shall be submitted in a sealed package clearly marked on the outside "**RFB NO. 23-11-PW, MISCELLANEOUS MECHANICAL SERVICES**" and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com

Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

6.1 Submittal Preparation

Submittals should be prepared in the following order:

1. **Submittal Coversheet:** provide a submittal cover sheet that includes project number, project name, bid opening date and responsive bidder contact information.
2. **Bid Form**, Exhibit A
3. **Responsive Bidder Qualification Statement**, Exhibit B
4. **Completed Public Entity Crime Form**, Exhibit C
5. **Completed Drug Free Workplace Certification Form**, Exhibit D
6. **Qualification and Experience Narrative (no more than 2 pages, single-spaced, one-sided)**
7. **Three (3) References (will contain the following at a minimum)**
 - a. Name
 - b. Organization
 - c. Types of Services Provided
 - d. Telephone Number
 - e. E-mail
8. **Proof of Insurance:** provide proof of insurance meeting minimum insurance requirements as outlined in section 3.2 Insurance Requirements.
9. **Proof of licensing and certifications:** provide proof of licensing and certifications meeting minimum requirements as outlined in section 3.1 License Requirements.
10. **Addendums** (if applicable)

One (1) original, so designated, six (6) copies for a total of seven (7) submissions, and one (1) digital copy of the RFB responses (on CD or USB drive). Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages. **Please do not use wire spiral bindings, plastic covers, and plastic binding materials for your submittals.**

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

6.2 Criteria for Determining Lowest, Most Responsive and Responsible Bidder

The City of Destin's Bid Committee will recommend the lowest, most responsive and responsible bidder to the City Council for their approval. The criteria to be used for this determination is listed below by relative order of importance.

REQUEST FOR BIDS - CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

EVALUATION CRITERIA	POINTS
Price Proposal/Warranties	40
Qualifications/Experience	20
Project Approach/Proposed Timeline	20
Past Performance/References	20
TOTAL	100

1. Price Proposal (Lump Sum)

- a) Costs will be evaluated based on the Unit Prices and Materials Upcharge provided.
- b) Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- c) Did responsive bidder provide all the requested cost information?
- d) How competitive is the price proposal compared to the others received?

2. Qualifications and Experience

- a) Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- b) Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?

3. Project Approach and Performance Differentiators

- a) Does the submittal include detailed information that demonstrates the responsive bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- b) Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- c) Has responsive bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- d) Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
- e) Does contractors schedule and availability practical and meet project requirements?

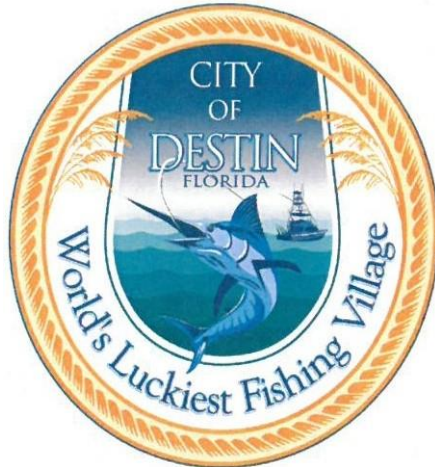
4. Past Performance

- a) Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?
Basis of evaluation:
 - (i) A pattern of successful completion of work
 - (ii) A pattern of work identical to, similar to, or related to the work the project requires.
 - (iii) Ability shown, through workmanship provided on other projects.
- (b) Do references demonstrate the company's quality of work?

CITY OF DESTIN, FLORIDA

**REQUEST FOR BIDS RFB
NO. 23-11-PW**

**MISCELLANEOUS MECHANICAL
SERVICES CONTINUING SERVICES
CONTRACT**



Contact Information

Spence Corrao

Phone Number: 850-420-8592

Email: Spence.corrao@daikinapplied.com

**REQUEST FOR BIDS
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES**

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Mechanical Services Continuing Services Contract for City owned properties for **three years with the option for two additional one-year renewals, not to exceed five years.** Interested parties should contact the City Clerk's office to obtain copies of the bid documents at 850-837-4242. The Scope of Work will include, but not be limited to, miscellaneous mechanical services for City owned facilities including providing all tools, machines, equipment, labor and incidentals necessary to complete prescribed work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Worker's Compensation coverages. Bids must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked "**RFB No. 23-11-PW, MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT**", along with the name, return address and telephone number of the bidder, no later than 2:00 p.m. CST, on Thursday, December 7, 2023. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Lance A. Johnson
City Manager

Bidder Initial: K.H.

**REQUEST FOR BIDS
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES**

CHECKLIST

The following items must be provided for your bid to be considered responsive.

- 1. Completed bid form (Exhibit A)**
- 2. Responsive Bidder Qualifications Statement (Exhibit B)**
- 3. Proof of required Workman's Compensation Insurance documents**
- 4. Proof of adequate Liability Insurance**
- 5. Completed W-9 [available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]**
- 6. Bid Packet initialed on all pages**
- 7. Copy of General Liability Insurance Documents (Worker's Compensation)**
- 8. Copy of State license (if required for job)**
- 9. Copy of City License (if business office is in Destin)**
- 10. Completed Public Entity Crimes Form (Exhibit C)**
- 11. Completed Drug Free Form (Exhibit D)**
- 12. Addenda (if applicable)**
- 13. Three References (minimum) to include Contact Name, organization, project names and dates, Contact's telephone and email**

Other documents as requested in bid package.

Bidder Initial: K.H.

**REQUEST FOR BIDS
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES**

1.0 INTRODUCTION

The City of Destin is issuing a Request for Bid (RFB) to secure proposals from qualified contractors for **MISCELLANEOUS MECHANICAL SERVICES**.

It is the responsive bidder's responsibility to read and understand the requirements of this request for bid. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with all conditions identified.

Before submitting a bid, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this Request for Bid (RFB) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying up on any interpretation or correction given by any other method.

The submission of a bid shall not be deemed an agreement between the responsive bidder and the City. The bid is a contractual offer by the responsive bidder to perform services in accordance with the Bid Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

2.0 INSTRUCTION TO RESPONDENTS

- A. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **December 7, 2023** no later than 2:00 P.M. (CST). All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.
- B. Any responses received after the stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider

Bidder Initial: K.H. 4

REQUEST FOR BIDS**RFB NO. 23-11-PW****MISCELLANEOUS MECHANICAL SERVICES**

submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

- C. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least seven (7) days prior to the submittal deadline.
- D. If any addendum(s) are issued to this Request for Bid, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.
- E. Complete and submit Responsive Bidder Qualification Statement, form herein as Exhibit B. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal I.D. number on their RFB submittal.
- F. One (1) original, so designated, six (6) copies for a total of seven (7) submissions, and one (1) digital copy of the RFB responses (on USB drive). Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages. **Please do not use wire spiral bindings, plastic covers, and plastic binding materials for your submittals.**
- G. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.
- H. Responses shall be evaluated by the Bid Committee based on all information submitted and the lowest, most responsive and responsible bidder will be recommended to the City Council for approval.
- I. The Bid Committee shall consist of City of Destin staff members.
- J. Each responsive bidder, by submission of an RFB submission, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.

K.

PROCUREMENT SCHEDULE	
Tasks	Date
RFB Advertised	Week of October 23, 2023
Last Day for Questions to be Submitted	November 30, 2023
Due Date/Bid Opening	December 7, 2023
Tentative Date - Bid Committee Evaluation	December 13, 2023
Tentative Date - City Council Meeting	January 2, 2024
Tentative Date - Notice of Award	Week of January 2, 2024
Tentative Date - Execution of Contract	Week of January 2, 2024

Bidder Initial: K.H.

**REQUEST FOR BIDS
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES**

3.0 PROJECT CONTRACTOR REQUIREMENTS

The City of Destin is seeking an independent contractor, to include all necessary independent subcontractors, with all applicable licenses for work on this project.

3.1 Licensing Requirements

Provide all applicable contractor licenses: include license name, license numbers and contact information. Contractor must be Florida Certified or Okaloosa Registered and provide a license of qualifier. This information will be provided during the permitting process for various projects. The City's Online Permit portal can be found at :
<https://cityofdestinfl-energovweb.tylerhost.net/apps/selfservice#/home>

3.2 Insurance Requirements

- a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.
- b. Respondent shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the City. All coverage shall be with carriers admitted doing business in the State of Florida. Carriers shall be A rated (or better) by A M Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

3.3 Bonding Requirements

Performance and Payment Bond – No Performance and/or Payment bonds are anticipated with this contract.

3.4 Permitting Requirements

The contractor is required to obtain all required permits prior to the start of any work.

3.5 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State and local codes and standards which include, but not limited to State Building Codes, City Codes and Ordinances, etc.

Bidder Initial: K.H.

**REQUEST FOR BIDS
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES**

4.0 CONTRACTOR SCOPE OF SERVICES (PLANNING AND LOGISTICS)

Description: The successful bidder should possess broad expertise in mechanical services. Services required may include the installation and maintenance of HVAC equipment and related services. See Exhibit A for specific pay items.

4.1 Schedule for Delivery of Materials

The successful respondent shall be responsible for receiving all materials delivered.

4.2 Waste Disposal

The contractor shall be responsible for the disposal of all waste and debris.

5.0 DISCLOSURES

5.1 No Contact Clause

All prospective bidders are hereby instructed to not contact any member of the City of Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below, regarding this solicitation or the bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised, all communications between interested bidders and the City must be directed to:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com

Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact with anyone but the Clerk may be cause for rejection of your submittal.

5.2 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received at least five (5) working days prior to the RFB due date. The last day for inquiries is **November 30, 2023**. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 or rbailey@cityofdestin.com

5.3 Addenda

Bidder Initial: K.H. 7

REQUEST FOR BIDS

RFB NO. 23-11-PW

MISCELLANEOUS MECHANICAL SERVICES

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin, and agrees to be bound by all addenda that have been issued for this Request for Proposal. If addendum is issued, responsive bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

5.4 Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all responsive bidder must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

5.5 Drug-Free Workplace Program

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

5.6 Public Entity Crime Disclosure

Each submittal shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

5.7 Reservation of Rights

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

5.8 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 THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

Bidder Initial: K.H.

**REQUEST FOR BIDS
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES**

The successful responsive bidder shall:

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

6.0 BID & SUBMITTAL REQUIREMENTS

All bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CST, on **November 30, 2023**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked shall be submitted in a sealed package clearly marked on the outside "**RFB NO. 23-11-PW, MISCELLANEOUS MECHANICAL SERVICES**" and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242

Bidder Initial: K.H.

**REQUEST FOR BIDS
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES**

clerk@cityofdestin.com

Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

6.1 Submittal Preparation

Submittals should be prepared in the following order:

1. **Submittal Coversheet:** provide a submittal cover sheet that includes project number, project name, bid opening date and responsive bidder contact information.
2. **Bid Form**, Exhibit A
3. **Responsive Bidder Qualification Statement**, Exhibit B
4. **Completed Public Entity Crime Form**, Exhibit C
5. **Completed Drug Free Workplace Certification Form**, Exhibit D
6. **Qualification and Experience Narrative** (no more than 2 pages, single-spaced, one-sided)
7. **Three (3) References** (will contain the following at a minimum)
 - a. Name
 - b. Organization
 - c. Types of Services Provided
 - d. Telephone Number
 - e. E-mail
8. **Proof of Insurance:** provide proof of insurance meeting minimum insurance requirements as outlined in section 3.2 Insurance Requirements.
9. **Proof of licensing and certifications:** provide proof of licensing and certifications meeting minimum requirements as outlined in section 3.1 License Requirements.
10. **Addendums** (if applicable)

One (1) original, so designated, six (6) copies for a total of seven (7) submissions, and one (1) digital copy of the RFB responses (on CD or USB drive). Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages. **Please do not use wire spiral bindings, plastic covers, and plastic binding materials for your submittals.**

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

6.2 Criteria for Determining Lowest, Most Responsive and Responsible Bidder

The City of Destin's Bid Committee will recommend the lowest, most responsive and responsible bidder to the City Council for their approval. The criteria to be used for this determination is listed below by relative order of importance.

Bidder Initial: K.H.

**REQUEST FOR BIDS
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES**

EVALUATION CRITERIA	POINTS
Price Proposal/Warranties	40
Qualifications/Experience	20
Project Approach/Proposed Timeline	20
Past Performance/References	20
TOTAL	100

1. Price Proposal (Lump Sum)

- a) Costs will be evaluated based on the Unit Prices and Materials Upcharge provided.
- b) Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- c) Did responsive bidder provide all the requested cost information?
- d) How competitive is the price proposal compared to the others received?

2. Qualifications and Experience

- a) Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- b) Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?

3. Project Approach and Performance Differentiators

- a) Does the submittal include detailed information that demonstrates the responsive bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- b) Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- c) Has responsive bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- d) Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
- e) Does contractors schedule and availability practical and meet project requirements?

4. Past Performance

- a) Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?

Basis of evaluation:

- (i) A pattern of successful completion of work
- (ii) A pattern of work identical to, similar to, or related to the work the project requires.

Bidder Initial: K.H.

REQUEST FOR BIDS

RFB NO. 23-11-PW

MISCELLANEOUS MECHANICAL SERVICES

- (iii) Ability shown, through workmanship provided on other projects.
- (b) Do references demonstrate the company's quality of work?

Bidder Initial: K.H.

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EXHIBIT A

CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW,
MISCELLANEOUS MECHANICAL SERVICES

BID FORM**PART I Bid submitted by:**Company: Daikin Applied Americas Inc. d/b/a Daikin AppliedAddress: 13600 Industrial Park BlvdCity & State: Minneapolis, Minnesota Zip Code: 55441Telephone: (763) 553-5330 Fax: (763) 553-5302E-mail: service.operations@daikinapplied.comNumber of Years in Business: 30+ Contact Name Spence Corrao**PART II (complete as appropriate, include additional sheets as needed)**

List the proposed unit prices for labor and materials below.

<u>ITEM</u>	<u>UNIT PRICE</u>
1. Labor	
a. Mechanical Service Work (per hour)	\$ <u>110.00 per hour</u>
b. Additional labor costs (per service call)	\$ <u>N.A.</u>

2. Materials and Supplies

Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus 30 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform the requested work.

3. Please list any additional costs associated with the above services and materials:

Trip Charge	\$ <u>100.00</u>
	\$ <u></u>
	\$ <u></u>

Bidder Initial: K.H. 13

Travel to site billed at the hourly rate

\$ _____
\$ _____
\$ _____

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

THE BID FORM IS CONTINUED ON THE NEXT PAGE

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: Kyle Hubbel - District Service Manager
(Print or Type)

Signature: Kyle Hubbel

Date of Bid: 12/07/2023

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

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

END OF BID FORM

Bidder Initial: K.H.

EXHIBIT B
RESPONSIVE BIDDER QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Destin
 CITY CLERK'S OFFICE
 4200 Indian Trail Bayou
 Destin, Florida 32541
 Telephone: (850) 837-4242

Submitted By:

Name: Daikin Applied Americas Inc. d/b/a Daikin Applied

Address: 13600 Industrial Park Blvd

City, State, Zip: Minneapolis, Minnesota 55441

Telephone No.: 763-553-5330

Fax No.: 763-553-5302

Check One

Corporation x

Partnership

Individual

Other

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

The correct name of the responsive bidder is:

Daikin Applied

The address of the principal place of business is:

13600 Industrial Park Blvd,

Minneapolis, Minnesota 55441

2. If responsive bidder is a corporation, answer the following:

a. Date of Incorporation: 03-09-1992

b. State of Incorporation: Delaware

c. President's name: Jeffrey Drees

d. Vice President's name: Takayuki Fujii

e. Secretary's name: Matthew Herbranson

f. Treasurer's name: James Latta

g. Name and address of Resident Agent:

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

a. Date of organization:

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

c. State whether general or limited partnership:

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

Bidder Initial: K.H.

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5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

Daikin Applied

6. How many years has your organization been in business under its present business name?
Since 2013

Under what other former names has your organization operated?

AAF-McQuay; SnyderGeneral; Daikin McQuay; McQuay Factory Service

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

See attached licenses

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

No

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

10. State the name of the individual who will have personal supervision of the work:

Nathan Caron

11. State the name and address of attorney, if any, for the business of the responsive bidder:

Legal Department - Attn: Aaron Spira

13600 Industrial Park Blvd, Minneapolis, Minnesota 55441

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

Wholly owned by Daikin Holdings America Inc.

9920 Corporate Campus Drive, Suite 2200

Louisville, KY 40223

Bidder Initial: K.H.

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

None

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

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

Revenue Index Number

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

15. Bank References:

Bank	Address	Telephone
JP Morgan Chase Bank NA	416 West Jefferson Street, 2nd Floor Louisville, KY 40202	646-582-7259

16. What will be your turnaround time for written responses to City inquires?

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list

Bidder Initial: K.H.

17

shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

Daikin Applied Americas Inc. ("Daikin") is a major manufacturer of HVAC systems in North America and a part of Daikin Industries Limited, the global leader in air conditioning and filtration products. As such, it is from time to time named as a party in legal proceedings throughout the world, often in instances when it is not at fault. Due to the nature of such litigation and claims, it is not always possible to determine whether lawsuits or claims of a particular kind are pending against Daikin at any given time. Except as disclosures may be required in public filings, however, none of these lawsuits or claims have a material adverse effect on Daikin's financial standing or its ability in any specific instance to perform in accordance with its contractual commitments.

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

None

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

N/A

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) 

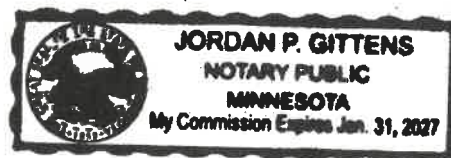
(Title) Assistant Secretary

Subscribed and sworn to before me

This 4th day of December, 20 23


Notary Public (Signature)

My Commission Expires: 01-31-2027



END OF SECTION

Bidder Initial: K.H.

18

EXHIBIT C
PUBLIC ENTITY CRIMES DISCLOSURE

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract RFB No. 23-11-PW

2. This sworn statement is submitted by Daikin Applied Americas Inc. whose business address is 13600 Industrial Park Blvd, Minneapolis, Minnesota 55441

and (if applicable) Federal Employer Identification Number (FEIN) is 41-0404230 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

3. My name is Matthew Herbranson and my relationship to the entity named above is Assistant Secretary of Daikin Applied Americas Inc.

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:

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

Bidder Initial: K.H.

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

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

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

 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)

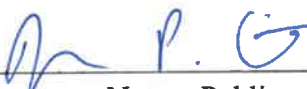
Date: 12-04-2023

Bidder Initial: K.H.

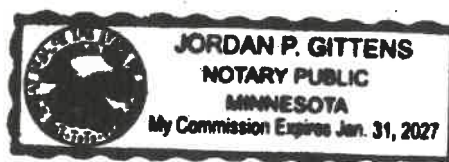
20

Minnesota
STATE OF ~~MINNESOTA~~
COUNTY OF Hennepin

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 4th day of December, 2023, and is personally known to me, or has provided as identification.


Notary Public

My Commission expires: 01-31-2027



Bidder Initial: K.H.

EXHIBIT D
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Daikin Applied Americas Inc. d/b/a Daikin Applied

ADDRESS: 13600 Industrial Park Blvd

CITY: Minneapolis STATE: MN ZIP CODE: 55441

TELEPHONE NUMBER: 763-553-5330

SIGNATURE: Kyle Hubbel DATE: 12/5/2023

NAME (TYPED OR PRINTED): Kyle Hubbel

TITLE: District Service Manager

Bidder Initial: K.H.

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Daikin Applied Americas Inc	
	2 Business name/disregarded entity name, if different from above Daikin Applied	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 13600 Industrial Park Blvd	Remit To: 24827 Network Place
	6 City, state, and ZIP code Minneapolis, MN 55441	Chicago, IL 60673
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
4	1	-	0	4	0	4	2	3	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 01/03/23
------------------	---	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Daikin Gulf Coast State of Florida Contractors License # CAC1820360

About Daikin Applied

- Daikin Applied is a Nationwide full factory service and installation contractor for all things HVAC. Our services include maintenance, repairs, replacements, troubleshooting, remote monitoring, retrofits and rebuilds for but not limited to the equipment systems listed below.
 - Chillers
 - Air handlers
 - Boilers
 - Heaters
 - Package units
 - Split systems
 - Pumps
 - Cooling towers
 - Building automation systems
 - Variable refrigerant volume systems “VRV”
 - Water source heat pumps
 - Outdoor air units
 - Exhaust fans
 - Indoor air quality
- Daikin Applied currently has (4) offices in the State of Florida including Miami, Orlando, Tampa, and Pensacola.
- Pensacola is a direct equipment sales and service office with (4) technicians residing in Panama City, (6) technicians in Pensacola and (3) technicians in the Fort Walton Beach area.

Current City and Government Customers and References

- Daikin has an extensive history of experience providing the services referenced in the RFP with several large government entities including the following customers.
 - Okaloosa County Government - Multi Site Maintenance Agreement
 - Mechanical Supervisor: Randal Overly
 - Roverly@myokaloosa.com – 850-420-1267
 - Contract date 2017 - Current
 - Bay County Board of County Commissioners – Multi Site Maintenance Agreement
 - Director of Facilities: Michael Miller
 - Mmiller@Baycountyfl.gov – 850-814-0047
 - Contract Date 2017-Current
 - City of Panama City Beach – Multi Site Maintenance Agreement
 - Maintenance Supervisor: Sophia Brown
 - Sophia.brown@pcbfl.gov -850-348-5787
 - Contract Date 2022 – Current
- Additional customer references available upon request.

Technicians to service City contract.

- Lead technician - Samuel Ornelas
- Backup technician – Ross Harvel
- Additional technician for emergency service – Steven Luitze
- Additional technician for emergency service – Spence Corrao
 - Each technician listed above has over 20 years of verified HVAC experience in the commercial industry holding several factory certifications. 60 Years of total HVAC experience between the technician team members listed.

- Factory certifications and training available upon request.

Direct Contact Numbers

- Spence Corrao – 850-420-8592
- Samuel Ornelas – 850-281-4590

City of Destin Work Plan and Schedule

- Equipment inspections / repairs and replacements will be scheduled with the site contacts prior to any service being completed.
- Upon completion of the quarterly inspections service order summary's will be sent to the customer detailing the site visit within 5 business days.
- The service order summaries will include any deficiencies found during the site visit and recommendations for repair or replacement of the HVAC component or system.
- Daikin service log sheets will be provided to the customer for each piece of equipment upon each inspection and service cards will be hung on equipment with dates detailing each service visit for easy reference.
- Any repairs or replacements will be turned over to the account manager for a proposal to be sent to the customer.
- Quarterly maintenance meetings will be scheduled with the City to review service summaries, maintenance questions, open proposals and any issues with Daikin Services provided.

Billing Schedule

- Billing will be quarterly upon completion of the inspection and once service summaries are sent.

Call Center Operation

- During regular business hours 8:00 AM to 5:00 PM service calls will be placed by calling our office at 850-780-3497, the service request will be answered by one of our service coordinators and dispatched accordingly.
- During after-hours service calls the same phone number will be used but the calls will be forwarded directly to our on-call service technician.
- Daikin emergency service response is 24/7/365 and has a 2-hour response time or less.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SITTON, JONATHAN DAVID

DAIKIN APPLIED
1911 US HIGHWAY 301 N, SUITE 300
TAMPA FL 33619

LICENSE NUMBER: CAC1820360

EXPIRATION DATE: AUGUST 31, 2024

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.

Spence Corrao

Has successfully completed a course in

Daikin McQuay Scroll Chiller Products

This 19th Day Of April 2013

McQuay International has been approved as an
Authorized Provider by the International Association for
Continuing Education and Training (IACET)
1760 Old Meadow Road
Suite 500, McLean, VA 22102; (703) 506-3275



**Daikin McQuay Learning Institute awards
2.0 Continuing Education Units (CEU's)**

Elle L. Stagner

Manager Technical Service Training
Staunton, VA

Apr. 16 - 19, 2013

DAIKIN MCQUAY®

DAIKIN



Certificate of Completion

Awarded to

Anthony Spence Corrao

For successfully completing the Daikin Applied training program

***Daikin Applied WME Mag Bearing Chiller
Operations, Service & Repair***

This 1st Day Of November 2019

Daikin Applied has been approved as an Accredited Provider by the
International Association for Continuing Education and Training
(IACET)

2201 Cooperative Way, Suite 600
Herndon, VA 20171
PH: (703) 763-0705



**3.0 CEU's
(Continuing Education Units)**

Course dates:

Oct 28 - Nov 1, 2019

Alfred D. Hogge III

Senior Manager of Learning Operations

DAIKIN



Certificate of Completion

Awarded to

Anthony Spence Corrao

For successfully completing the Daikin Applied training program

Daikin Applied WMC Chiller

Service & Repair Course

This 1st Day Of March 2019

Daikin Applied has been approved as an Accredited Provider by the International Association for Continuing Education and Training (IACET)

2201 Cooperative Way, Suite 600
Herndon, VA 20171
PH: (703) 763-0705



3.0 CEU's
(Continuing Education Units)

Course dates:

Feb 25 - Mar 1, 2019

Alfred D. Hogge III
Senior Manager of Learning Operations

DAIKIN



Certificate of Completion

Awarded to

Anthony Spence Corrao

For successfully completing the Daikin Applied training program

Daikin Applied

Centrifugal Chiller Repair

This 26th Day Of October 2018

Daikin Applied has been approved as an Accredited Provider by the International Association for Continuing Education and Training (IACET)

2201 Cooperative Way, Suite 600
Herndon, VA 20171
PH: (703) 763-0705



3.0 CEU's
(Continuing Education Units)

Course dates:

Oct 22 - 26, 2018

Service Training Manager
Daikin Applied Learning Institute

DAIKIN



Certificate of Completion

Awarded to

Anthony Spence Corrao

For successfully completing the Daikin Applied training program

Daikin Applied Centrifugal Chiller Service
WSC, WDC, WCC, MicroTech, VFD, SS Starters

This 19th Day Of October 2018

Daikin Applied has been approved as an Accredited Provider by the
International Association for Continuing Education and Training
(IACET)

2201 Cooperative Way, Suite 600
Herndon, VA 20171
PH: (703) 763-0705



3.0 CEU's
(Continuing Education Units)

Course dates:

Oct 15 - 19, 2018

Service Training Manager
Daikin Applied Learning Institute

DAIKIN



Certificate of Completion

Awarded to

Spence Corrao

For successfully completing the Daikin Applied training program

Building Systems & Daikin Centrifugal Chiller Interaction

This 16th Day Of February 2018

Daikin Applied has been approved as an Accredited Provider by the
International Association for Continuing Education and Training
(IACET)

12100 Sunset Hills Rd # 130
Reston, VA 20190
PH (703) 234-4065



3.0 CEU's
(Continuing Education Units)

Course dates:

Feb 12 - 16, 2018

Service Training Manager
Daikin Applied Learning Institute



Spence Corrao

Has successfully completed a course of training for

Daikin Applied

Rebel Rooftop & MicroTech III Controls

This 20th Day Of October 2016

Daikin Applied has been approved as an
Accredited Provider by the International Association for
Continuing Education and Training (IACET)
7918 Jones Branch Drive, Suite 300
McLean, VA 22102 (703) 506-3275



Thomas E. Watson

Director, Daikin Applied Learning Institute

Oct 18 - 20, 2016

2.0 Continuing Education Units (CEU's)



Spence Corrao

Has successfully completed a course of training for

Daikin Applied Screw Chiller Service & Repair for

AGS, WGS & AWS Products

This 13th Day Of February 2015

Daikin Applied has been approved as an
Authorized Provider by the International Association for
Continuing Education and Training (IACET)
1760 Old Meadow Road
Suite 500, McLean, VA 22102; (703) 506-3275



Thomas E. Watson

Director, Daikin Applied Learning Institute

Feb 9 - 13, 2015

3.0 Continuing Education Units (CEU's)



**FULTON AUTHORIZED SERVICE TECHNICIAN
(FAST) CERTIFICATION**

This certificate is awarded to:

Jonathan Gibson

in recognition of successful completion of the Service Training program for
preventative maintenance and general troubleshooting associated with the
following Fulton product line:

Endura Condensing Hydronic Boilers

Awarded on: July 6, 2023
Valid through: July 6, 2026
Certificate #: 3885267525JG



ADDENDUM #1

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES**

November 29, 2023

This addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so may subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project.

Correction:

1. The opening date for this RFB is **December 7, 2023**, not November 30, 2023, as stated in the RFB.

The bid opening date remains as Thursday, December 7, 2023, at 2 pm.

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:

Spence Corrao

Print Name



Signature

12-6-23

Date

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT

On January 8th, 2024, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of D & D AIR CONDITIONING, HEATING & ELECTRICAL SERVICES herein referred to as the **Contractor**, to supply miscellaneous mechanical 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 MECHANICAL SERVICES 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 miscellaneous mechanical services for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from January 1, 2024 through December 31, 2026 and is for supplying the City with miscellaneous mechanical services. This contract may be renewed, for one-year increments, up to two times if mutually agreed upon by both parties in writing.

4. Time for Performance:

The Contractor agrees to provide miscellaneous mechanical 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.

7.1 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 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 thirty days' written notice and is contingent upon the annual appropriation by the City of legally available funds. The 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 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 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 his 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. The venue for any action arising out of this contract shall be in Okaloosa County Florida and nowhere else.

15.2 Venue

The venue for any action arising out of this contract shall be in Okaloosa County, Florida, and nowhere else.

15.3 Mechanic's Liens

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

15.4 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.

15.5 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.

15.6 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.

15.7 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their own respective attorney's fees and costs, whether such action is brought at law, in equity, or via statute.

15.8 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:

- 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) Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- c) 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.
- d) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- e) 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

15.9 E-Verify

As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

15.10 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 TIDS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

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:

Louis A. Zunguze, Interim City
Manager
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

D & D Air Conditioning, Heating &
Electrical Services
P.O. Box 5239
Destin, Florida 32540

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 2024.

ATTEST:

CITY OF DESTIN

Louis A. Zunguze
Interim City Manager

Rey Bailey
City Clerk

SEAL

D & D Air Conditioning, Heating & Electrical Services
CONTRACTOR:

BY: _____
(Signature)

Witness

(Printed Name)

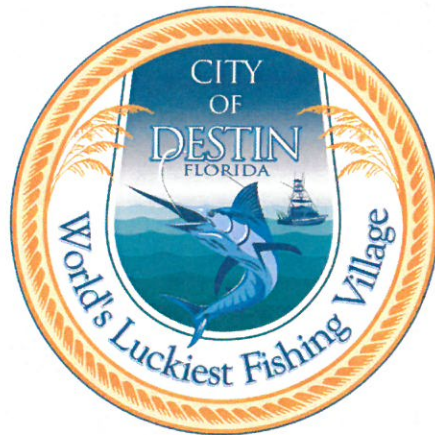
Witness

Its: _____
(Title)

CITY OF DESTIN, FLORIDA

**REQUEST FOR BIDS
RFB NO. 23-11-PW**

**MISCELLANEOUS MECHANICAL SERVICES
CONTINUING SERVICES CONTRACT**



City of Destin, Florida
October 16, 2023



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

**REQUEST FOR BIDS
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES**

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Mechanical Services Continuing Services Contract for City owned properties for **three years with the option for two additional one-year renewals, not to exceed five years**. Interested parties should contact the City Clerk's office to obtain copies of the bid documents at 850-837-4242. The Scope of Work will include, but not be limited to, miscellaneous mechanical services for City owned facilities including providing all tools, machines, equipment, labor and incidentals necessary to complete prescribed work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Worker's Compensation coverages. Bids must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked "**RFB No. 23-11-PW, MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT**", along with the name, return address and telephone number of the bidder, no later than 2:00 p.m. CST, on Thursday, December 7, 2023. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Lance A. Johnson
City Manager

Bidder Initial: _____

**REQUEST FOR BIDS
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES**

CHECKLIST

The following items must be provided for your bid to be considered responsive.

1. Completed bid form (Exhibit A)
2. Responsive Bidder Qualifications Statement (Exhibit B)
3. Proof of required Workman's Compensation Insurance documents
4. Proof of adequate Liability Insurance
5. Completed W-9 [available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]
6. Bid Packet initialed on all pages
7. Copy of General Liability Insurance Documents (Worker's Compensation)
8. Copy of State license (if required for job)
9. Copy of City License (if business office is in Destin)
10. Completed Public Entity Crimes Form (Exhibit C)
11. Completed Drug Free Form (Exhibit D)
12. Addenda (if applicable)
13. Three References (minimum) to include Contact Name, organization, project names and dates, Contact's telephone and email

Other documents as requested in bid package.

Bidder Initial: _____

REQUEST FOR BIDS
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

1.0 INTRODUCTION

The City of Destin is issuing a Request for Bid (RFB) to secure proposals from qualified contractors for **MISCELLANEOUS MECHANICAL SERVICES**.

It is the responsive bidder's responsibility to read and understand the requirements of this request for bid. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with all conditions identified.

Before submitting a bid, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this Request for Bid (RFB) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying up on any interpretation or correction given by any other method.

The submission of a bid shall not be deemed an agreement between the responsive bidder and the City. The bid is a contractual offer by the responsive bidder to perform services in accordance with the Bid Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

2.0 INSTRUCTION TO RESPONDENTS

- A. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **December 7, 2023** no later than 2:00 P.M. (CST). All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.
- B. Any responses received after the stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal **delivered to City Clerk's Office** for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider

Bidder Initial: _____ 4

REQUEST FOR BIDS

RFB NO. 23-11-PW

MISCELLANEOUS MECHANICAL SERVICES

submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

- C. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least seven (7) days prior to the submittal deadline.
- D. If any addendum(s) are issued to this Request for Bid, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.
- E. Complete and submit Responsive Bidder Qualification Statement, form herein as Exhibit B. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal I.D. number on their RFB submittal.
- F. *One (1) original, so designated, six (6) copies for a total of seven (7) submissions, and one (1) digital copy* of the RFB responses (on USB drive). Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages. **Please do not use wire spiral bindings, plastic covers, and plastic binding materials for your submittals.**
- G. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.
- H. Responses shall be evaluated by the Bid Committee based on all information submitted and the lowest, most responsive and responsible bidder will be recommended to the City Council for approval.
- I. The Bid Committee shall consist of City of Destin staff members.
- J. Each responsive bidder, by submission of an RFB submission, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.
- K.

PROCUREMENT SCHEDULE	
Tasks	Date
RFB Advertised	Week of October 23, 2023
Last Day for Questions to be Submitted	November 30, 2023
Due Date/Bid Opening	December 7, 2023
Tentative Date - Bid Committee Evaluation	December 13, 2023
Tentative Date - City Council Meeting	January 2, 2024
Tentative Date - Notice of Award	Week of January 2, 2024
Tentative Date - Execution of Contract	Week of January 2, 2024

Bidder Initial: _____

**REQUEST FOR BIDS
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES**

3.0 PROJECT CONTRACTOR REQUIREMENTS

The City of Destin is seeking an independent contractor, to include all necessary independent subcontractors, with all applicable licenses for work on this project.

3.1 Licensing Requirements

Provide all applicable contractor licenses: include license name, license numbers and contact information. Contractor must be Florida Certified or Okaloosa Registered and provide a license of qualifier. This information will be provided during the permitting process for various projects. The City's Online Permit portal can be found at :

<https://cityofdestinfl-energovweb.tylerhost.net/apps/selfservice#/home>

3.2 Insurance Requirements

- a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.
- b. Respondent shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the City. All coverage shall be with carriers admitted doing business in the State of Florida. Carriers shall be A rated (or better) by A M Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

3.3 Bonding Requirements

Performance and Payment Bond – No Performance and/or Payment bonds are anticipated with this contract.

3.4 Permitting Requirements

The contractor is required to obtain all required permits prior to the start of any work.

3.5 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State and local codes and standards which include, but not limited to State Building Codes, City Codes and Ordinances, etc.

**REQUEST FOR BIDS
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES**

4.0 CONTRACTOR SCOPE OF SERVICES (PLANNING AND LOGISTICS)

Description: The successful bidder should possess broad expertise in mechanical services. Services required may include the installation and maintenance of HVAC equipment and related services. See Exhibit A for specific pay items.

4.1 Schedule for Delivery of Materials

The successful respondent shall be responsible for receiving all materials delivered.

4.2 Waste Disposal

The contractor shall be responsible for the disposal of all waste and debris.

5.0 DISCLOSURES

5.1 No Contact Clause

All prospective bidders are hereby instructed to not contact any member of the City of Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below, regarding this solicitation or the bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised, all communications between interested bidders and the City must be directed to:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com

Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact with anyone but the Clerk may be cause for rejection of your submittal.

5.2 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received at least five (5) working days prior to the RFB due date. The last day for inquiries is **November 30, 2023**. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 or rbailey@cityofdestin.com

5.3 Addenda

Bidder Initial: _____

REQUEST FOR BIDS

RFB NO. 23-11-PW

MISCELLANEOUS MECHANICAL SERVICES

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin, and agrees to be bound by all addenda that have been issued for this Request for Proposal. If addendum is issued, responsive bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

5.4 Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all responsive bidder must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

5.5 Drug-Free Workplace Program

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

5.6 Public Entity Crime Disclosure

Each submittal shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

5.7 Reservation of Rights

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

5.8 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 THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.

Bidder Initial: _____

REQUEST FOR BIDS
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

The successful responsive bidder shall:

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

6.0 BID & SUBMITTAL REQUIREMENTS

All bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CST, on **November 30, 2023**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked shall be submitted in a sealed package clearly marked on the outside "**RFB NO. 23-11-PW, MISCELLANEOUS MECHANICAL SERVICES**" and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242

Bidder Initial: _____

REQUEST FOR BIDS
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

clerk@cityofdestin.com

Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

6.1 Submittal Preparation

Submittals should be prepared in the following order:

1. **Submittal Coversheet:** provide a submittal cover sheet that includes project number, project name, bid opening date and responsive bidder contact information.
2. **Bid Form**, Exhibit A
3. **Responsive Bidder Qualification Statement**, Exhibit B
4. **Completed Public Entity Crime Form**, Exhibit C
5. **Completed Drug Free Workplace Certification Form**, Exhibit D
6. **Qualification and Experience Narrative (no more than 2 pages, single-spaced, one-sided)**
7. **Three (3) References (will contain the following at a minimum)**
 - a. Name
 - b. Organization
 - c. Types of Services Provided
 - d. Telephone Number
 - e. E-mail
8. **Proof of Insurance:** provide proof of insurance meeting minimum insurance requirements as outlined in section 3.2 Insurance Requirements.
9. **Proof of licensing and certifications:** provide proof of licensing and certifications meeting minimum requirements as outlined in section 3.1 License Requirements.
10. **Addendums** (if applicable)
One (1) original, so designated, six (6) copies for a total of seven (7) submissions, and one (1) digital copy of the RFB responses (on CD or USB drive). Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages. **Please do not use wire spiral bindings, plastic covers, and plastic binding materials for your submittals.**

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

6.2 Criteria for Determining Lowest, Most Responsive and Responsible Bidder

The City of Destin's Bid Committee will recommend the lowest, most responsive and responsible bidder to the City Council for their approval. The criteria to be used for this determination is listed below by relative order of importance.

Bidder Initial: _____

REQUEST FOR BIDS
RFB NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES

EVALUATION CRITERIA	POINTS
Price Proposal/Warranties	40
Qualifications/Experience	20
Project Approach/Proposed Timeline	20
Past Performance/References	20
TOTAL	100

1. Price Proposal (Lump Sum)

- a) Costs will be evaluated based on the Unit Prices and Materials Upcharge provided.
- b) Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- c) Did responsive bidder provide all the requested cost information?
- d) How competitive is the price proposal compared to the others received?

2. Qualifications and Experience

- a) Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- b) Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?

3. Project Approach and Performance Differentiators

- a) Does the submittal include detailed information that demonstrates the responsive bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- b) Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- c) Has responsive bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- d) Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
- e) Does contractors schedule and availability practical and meet project requirements?

4. Past Performance

- a) Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?

Basis of evaluation:

- (i) A pattern of successful completion of work
- (ii) A pattern of work identical to, similar to, or related to the work the project requires.

Bidder Initial: _____

REQUEST FOR BIDS

RFB NO. 23-11-PW

MISCELLANEOUS MECHANICAL SERVICES

- (iii) Ability shown, through workmanship provided on other projects.
- (b) Do references demonstrate the company's quality of work?

Bidder Initial: _____

EXHIBIT A

CITY OF DESTIN, FLORIDA
RFB NO. 23-11-PW,
MISCELLANEOUS MECHANICAL SERVICES

BID FORM

PART I Bid submitted by:

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: () _____ Fax: () _____

E-mail: _____

Number of Years in Business: _____ Contact Name _____

PART II (complete as appropriate, include additional sheets as needed)

List the proposed unit prices for labor and materials below.

<u>ITEM</u>	<u>UNIT PRICE</u>
1. Labor	
a. Mechanical Service Work (per hour)	\$ _____
b. Additional labor costs (per service call)	\$ _____

2. Materials and Supplies

Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus _____%. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform the requested work.

3. Please list any additional costs associated with the above services and materials:

_____	\$ _____
_____	\$ _____
_____	\$ _____

Bidder Initial: _____

\$ _____
\$ _____
\$ _____

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

THE BID FORM IS CONTINUED ON THE NEXT PAGE

PART III Certifications:

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

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

Signature and Certification:

Name and Title of Authorized Representative: _____
(Print or Type)

Signature: _____

Date of Bid: _____

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

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

END OF BID FORM

Bidder Initial: _____

EXHIBIT B
RESPONSIVE BIDDER QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Trail Bayou
Destin, Florida 32541
Telephone: (850) 837-4242

Submitted By: _____

Name: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

Fax No.: _____

Check One

Corporation _____

Partnership _____

Individual _____

Other _____

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

The correct name of the responsive bidder is:

The address of the principal place of business is:

2. If responsive bidder is a corporation, answer the following:

- a. Date of Incorporation: _____
b. State of Incorporation: _____
c. President's name: _____
d. Vice President's name: _____
e. Secretary's name: _____
f. Treasurer's name: _____
g. Name and address of Resident Agent: _____

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

- a. Date of organization: _____
b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

Bidder Initial: _____

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

10. State the name of the individual who will have personal supervision of the work:

11. State the name and address of attorney, if any, for the business of the responsive bidder:

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

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

Revenue Index Number

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

15. Bank References:

Bank	Address	Telephone

16. What will be your turnaround time for written responses to City inquiries?

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list

shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

Bidder Initial: _____

EXHIBIT C
PUBLIC ENTITY CRIMES DISCLOSURE

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

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

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

2. This sworn statement is submitted by _____ whose business address is _____

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

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

4. I understand that a "public entity crime" as defined in Paragraph 287.133(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:

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

Bidder Initial: _____

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

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

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

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

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

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

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

(Signature)

Date: _____

Bidder Initial: _____

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2023, and is personally known to me, or has provided as identification.

Notary Public

My Commission expires:

Bidder Initial: _____ 21

EXHIBIT D
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

ADDENDUM #1

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 23-11-PW
MISCELLANEOUS MECHANICAL SERVICES**

November 29, 2023

This addendum forms a part of the Contract Documents and modifies the original bid documents. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so may subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project.

Correction:

1. The opening date for this RFB is **December 7, 2023**, not November 30, 2023, as stated in the RFB.

The bid opening date remains as Thursday, December 7, 2023, at 2 pm.

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:

Print Name

Signature

Date

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Michael Burgess, Public Services Director
Krystal Strickland, Finance Director

DATE: 12/04/2023

SUBJECT: Milling, Resurfacing, and Restriping of Calhoun Ave (US98 to Cross St) plus
Zerbe Street from Calhoun to Stahlman

I. BACKGROUND: This is a request to allow for the milling, resurfacing, and striping of Calhoun Avenue (US98 to Cross St) and Zerbe Street from Calhoun Ave to Stahlman Ave.

II. DISCUSSION: Resolution 22-10 states that budgeted purchases over the amount of \$35,000 require a formal bid solicitation or piggy-back upon a state contract. The City of Destin issued a Request for Bids RFB for miscellaneous asphaltic services that was awarded to H&T Contractors in March 2023. The City of Destin issued a Request for Bids for road striping services that was awarded to Emerald Coast Striping in September 2020.

Both roadways are experiencing transverse, longitudinal and "alligator" cracking, typical signs of asphalt aging. Asphalt failures of this nature allow for rainwater to enter and compromise the road's base and/or underlying layer of pavement. Normal pavement preservation techniques available to City staff cannot adequately address or repair these types of failures to a level that would be generally acceptable functionally or aesthetically.

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): Funds to resurface and restripe were adopted in the FY 2024 Budget.

\$721,512.75 H&T mill and resurface

43,148.00 Emerald Coast Striping

=====

\$764,660.75

	30054131-565000-		30058585-565000-	
	RR054		RR054	
	GasTax#1 for		GF for Road RR	
	Road RR		TOTAL	
	\$	588,300	\$	2,316,538
	\$	588,300	\$	2,316,538
FY 24 Adopted Budget*		588,300		2,316,538
Previous Expenses/Encumbrances		(394,330)		(1,408,895)
Available Program Budget		193,970		907,643
This Agreement +(-)		(43,148)		(721,513)
FY 24 Remaining Program Budget	\$	150,822	\$	186,130
	\$		\$	336,952

*FY 24 Adopted Budget includes Budget for Prior Year Encumbrances

C. Level of Service (LOS): Improved Driving Surface. New striping will be provided and retro-reflective markers installed, improving night-time visibility of the road's center and edges.

D. Legislative Sponsor:

III. CONCLUSION: By giving authorization to perform this work, staff will coordinate with both continuing service contractors to have this work completed as soon as possible.

IV. RECOMMENDED MOTION: I authorize the City Manager to issue a purchase order consistent with the quotes from H&T Contractors LLC and Emerald Coast Striping to mill, resurface, and re-stripe Calhoun Avenue from US98 to Cross Street and Zerbe Street from Calhoun Avenue to Stahlman Avenue.

Attachments:

1. ATT1: H&T Quote Calhoun Ave, US98 to Cross St
2. ATT2: ECS Calhoun Ave Quote - US98 to Cross
3. ATT3: H&T 2023 Misc Asphaltic Concrete Services Contract Yr1
4. ATT4: Emerald Coast Striping LLC Misc Road Striping Contract FY21
5. ATT5: Emerald Coast Striping CY24 extension signed
6. ATT6: H&T Quote Zerbe Street, Calhoun to Stahlman
7. ATT7: H&T Misc Asphalt Services CY24 Contract Extension Signed

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 5/18/2023**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Calhoun Ave (US 98 to Cross St.)

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	\$20.25	22537.00	\$ 456,374.25
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) w/Fiber	SY	\$15.75	0.00	\$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) w/Fiber	SY	\$13.00	0.00	\$ -
4	Milling of existing asphalt (average 1 in depth)	SY	\$5.00	0.00	\$ -
5	Milling of existing asphalt (average 2 in depth)	SY	\$6.50	22537.00	\$ 146,490.50
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$30.00	0.00	\$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$24.00	0.00	\$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$12.00	0.00	\$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$10.00	0.00	\$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$8.00	0.00	\$ -
11	Prime Coat	SY	\$4.00	0.00	\$ -
12	Tack Coat	SY	\$4.00	22537.00	\$ 90,148.00
13	Asphalt Cut with Abrasive Blade	LF	\$7.00	0.00	\$ -
14	Concrete Cut with Abrasive Blade	LF	\$7.00	0.00	\$ -
15	Silt Fence	LF	\$10.00	0.00	\$ -
16	Straw Waddle	LF	\$8.00	0.00	\$ -
17	Manhole Adjustment	EACH	\$1,000.00	1.00	\$ 1,000.00
18	Valve Box Adjustment	EACH	\$600.00	0.00	\$ -
19	Removal of Concrete over 6 inches	SY	\$15.00	0.00	\$ -
20	Removal of Asphalt up to 4 inches thick	SY	\$10.00	0.00	\$ -
21	Removal of Asphalt over 4 inches	SY	\$15.00	0.00	\$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	\$40.00	0.00	\$ -
23	Clear & Grub	SY	\$2.50	0.00	\$ -
24	Debris Hauling	CY	\$25.00	0.00	\$ -
25	Tree trimming	HR	\$300.00	0.00	\$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	\$500.00	0.00	\$ -
27	Guardrail (FDOT Index 400)	LF	\$450.00	0.00	\$ -
28	Mobilization	LUMP	\$4,000.00	1.00	\$ 4,000.00
29	12" inch RCP provided, delivered, and installed	LF	\$92.00	0.00	\$ -
30	15" inch RCP provided, delivered, and installed	LF	\$92.00	0.00	\$ -
31	18" inch RCP provided, delivered, and installed	LF	\$101.00	0.00	\$ -
32	24" inch RCP provided, delivered, and installed	LF	\$125.00	0.00	\$ -
33	30" inch RCP provided, delivered, and installed	LF	\$157.00	0.00	\$ -
34	36" inch RCP provided, delivered, and installed	LF	\$240.00	0.00	\$ -
35	42" inch RCP provided, delivered, and installed	LF	\$285.00	0.00	\$ -
36	48" inch RCP provided, delivered, and installed	LF	\$350.00	0.00	\$ -

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$45.00	0.00	\$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$55.00	0.00	\$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$65.00	0.00	\$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$75.00	0.00	\$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$120.00	0.00	\$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$140.00	0.00	\$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$160.00	0.00	\$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$180.00	0.00	\$ -
45	Concrete Headwall or Drainage Structure	CY	\$900.00	0.00	\$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	\$2,000.00	0.00	\$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	\$4,500.00	0.00	\$ -
48	Concrete flume (4 in thick)	SY	\$200.00	0.00	\$ -
49	Inlet Apron (4 in thick)	SY	\$120.00	0.00	\$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	\$3,000.00	0.00	\$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	\$2,500.00	0.00	\$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	\$300.00	0.00	\$ -
53	Excavation and Haul Off	CY	\$25.00	0.00	\$ -
54	Well Points	DAY	\$4,500.00	0.00	\$ -
55	Grout (joint)	EACH	\$2,500.00	0.00	\$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	\$20.00	0.00	\$ -
57	Swale Installation (grading)	CY	\$100.00	0.00	\$ -
58	Concrete Collar (any size)	EACH	\$3,000.00	0.00	\$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	\$600.00	0.00	\$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	\$700.00	0.00	\$ -
61	6 inch Drain pipe	LF	\$45.00	0.00	\$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$5,000.00	0.00	\$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	\$108.00	0.00	\$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	\$72.00	0.00	\$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	\$25.00	0.00	\$ -
66	Concrete Type "D" Curb fiber reinforced	LF	\$30.00	0.00	\$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	\$35.00	0.00	\$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	\$34.00	0.00	\$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	\$30.00	0.00	\$ -
70	ADA truncated dome mat installation	SF	\$48.00	0.00	\$ -
71	Traffic Control (MOT) cost	DAY	\$2,000.00	5.00	\$ 10,000.00
72	Bermuda Sod installed	SY	\$4.50	0.00	\$ -
73	St Augustine Sod installed	SY	\$5.75	0.00	\$ -
74	Centipede Sod installed	SY	\$13.50	0.00	\$ -
75	Irrigation Repair	HR	\$250.00	0.00	\$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	\$5,500.00	0.00	\$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	\$6,000.00	0.00	\$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$500.00	0.00	\$ -
79	Speed Hump Installation (2 Lanes)	EACH	\$3,000.00	0.00	\$ -
80	Speed Table Installation (2 Lanes)	EACH	\$4,500.00	3.00	\$ 13,500.00
				Total	\$ 721,512.75

Additional Contract Items					
Item No.	Description	Unit	Unit Price	Quantity	Extension
			Total		\$ 721,512.75
	Contingent Items from Price Sheet	LS	Total		
			Grand Total		\$ 721,512.75

CONTRACTOR REPRESENTATIVE: _____

DATE _____

*Payment shall be made on actual work performed, as measured in field.

**EMERALD COAST
STRIPING, L.L.C.**

Proposal

1901 East Ave.
Panama City, FL 32405
Phone (850) 215-4875 Fax (850) 271-4875

Proposal To:
Bidding Contractors

Comments or special instructions:

All Maintenance of Traffic to be provided by General Contractor.
ECS requires a total daily minimum of \$2,500 to be called out.
Hydroblasting mobilization is \$2,500 with a total daily minimum of \$4,000.
Thermoplastic quantities do not include temporary paint unless otherwise noted.
Paint quantities are for one coat/application unless otherwise noted.
Any striping performed on concrete will have a primer applied prior.
0 Sf of Removal has been included.
Due to recent market volatility, supply chain interruptions, equipment and
and may be repriced after this period should market conditions change and/or
All proposals over 365 days will have an annual 5% increase per year.
Any Reduction in Scope to the quantities shown below may adjust the below
This is a unit price bid, any additions will be paid at the unit prices given.
By accepting this proposal, you accept all terms with it.
Please allow two weeks advance notice for scheduling of crews.

DESCRIPTION	UNIT	QUANTITY
Calhoun Ave (US98 to Cross St)		
6" White Solid Paint Striping	LF	13000
6" Yellow Solid Paint Striping	LF	13000
12" White Solid Paint Striping	SF	54
24" White Solid Paint Striping	SF	190
Painted Directional Arrow	SF	17
Painted "Only" Message	SF	22
6" White Solid Thermoplastic Striping	LF	13000
6" Yellow Solid Thermoplastic Striping	LF	13000
12" White Solid Thermoplastic Striping	SF	54

24" White Solid Thermoplastic Striping	SF	190
Thermoplastic Directional Arrow	SF	17
Thermoplastic "Only" Message	SF	22
Preformed Thermoplastic Bike Rider & Arrow (Estimated Quantity)	EA	20
Raised Pavement Marker	EA	330

DATE May 9, 2023

Quotation # Destin FY24 Resurfacing
Destin, FL

PRICE	AMOUNT
\$0.30	\$3,900.00
\$0.30	\$3,900.00
\$2.00	\$108.00
\$2.00	\$380.00
\$2.00	\$34.00
\$2.00	\$44.00
\$1.00	\$13,000.00
\$1.00	\$13,000.00
\$4.00	\$216.00

\$4.00	\$760.00
\$4.00	\$68.00
\$4.00	\$88.00
\$300.00	\$6,000.00
\$5.00	\$1,650.00
SUBTOTAL:	\$43,148.00

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

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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

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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

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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, MEMR

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

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 waiver the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

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

15.5 Jury Trial Waiver

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

15.6 Attorney's Fees

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

15.7 Notices

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

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

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

CITY OF DESTIN

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

SEAL

As to Legal Form:



Kyle Bauman, Esq.
City Attorney

Emerald Coast Striping LLC
CONTRACTOR:

By: 

(Signature)

Eric Bailey

(Printed Name)

Erica Erison

Witness



Witness

Its: OPERATIONS MANAGER

(Title)



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: AS

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: AS

 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: 

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: 

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, rballev@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)

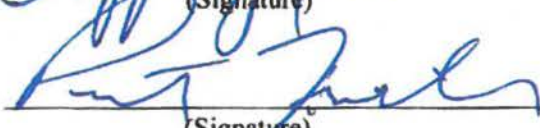
City of Destin

By: 
Lance A. Johnson
City Manager

ATTEST: 
Roy Bailey
City Clerk

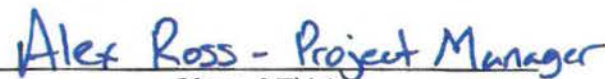


Witnesses:

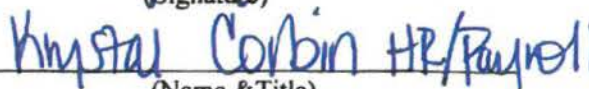

(Signature)

(Signature)

Emerald Coast Striping, LLC

By: 
(Signature)


(Name & Title)

ATTEST: 
(Signature)


(Name & Title)

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 12/7/2023**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Zerbe St Calhoun to Stahlman

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	\$20.25	2525.00	\$ 51,131.25
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) w/Fiber	SY	\$15.75	0.00	\$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) w/Fiber	SY	\$13.00	0.00	\$ -
4	Milling of existing asphalt (average 1 in depth)	SY	\$5.00	2525.00	\$ 12,625.00
5	Milling of existing asphalt (average 2 in depth)	SY	\$6.50	0.00	\$ -
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$30.00	0.00	\$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$24.00	0.00	\$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$12.00	0.00	\$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$10.00	0.00	\$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$8.00	0.00	\$ -
11	Prime Coat	SY	\$4.00	0.00	\$ -
12	Tack Coat	SY	\$4.00	2525.00	\$ 10,100.00
13	Asphalt Cut with Abrasive Blade	LF	\$7.00	0.00	\$ -
14	Concrete Cut with Abrasive Blade	LF	\$7.00	0.00	\$ -
15	Silt Fence	LF	\$10.00	0.00	\$ -
16	Straw Waddle	LF	\$8.00	0.00	\$ -
17	Manhole Adjustment	EACH	\$1,000.00	2.00	\$ 2,000.00
18	Valve Box Adjustment	EACH	\$600.00	0.00	\$ -
19	Removal of Concrete over 6 inches	SY	\$15.00	0.00	\$ -
20	Removal of Asphalt up to 4 inches thick	SY	\$10.00	0.00	\$ -
21	Removal of Asphalt over 4 inches	SY	\$15.00	0.00	\$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	\$40.00	0.00	\$ -
23	Clear & Grub	SY	\$2.50	0.00	\$ -
24	Debris Hauling	CY	\$25.00	0.00	\$ -
25	Tree trimming	HR	\$300.00	0.00	\$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	\$500.00	0.00	\$ -
27	Guardrail (FDOT Index 400)	LF	\$450.00	0.00	\$ -
28	Mobilization	LUMP	\$4,000.00	1.00	\$ 4,000.00
29	12" inch RCP provided, delivered, and installed	LF	\$92.00	0.00	\$ -
30	15" inch RCP provided, delivered, and installed	LF	\$92.00	0.00	\$ -
31	18" inch RCP provided, delivered, and installed	LF	\$101.00	0.00	\$ -
32	24" inch RCP provided, delivered, and installed	LF	\$125.00	0.00	\$ -
33	30" inch RCP provided, delivered, and installed	LF	\$157.00	0.00	\$ -
34	36" inch RCP provided, delivered, and installed	LF	\$240.00	0.00	\$ -
35	42" inch RCP provided, delivered, and installed	LF	\$285.00	0.00	\$ -
36	48" inch RCP provided, delivered, and installed	LF	\$350.00	0.00	\$ -

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$45.00	0.00	\$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$55.00	0.00	\$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$65.00	0.00	\$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$75.00	0.00	\$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$120.00	0.00	\$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$140.00	0.00	\$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$160.00	0.00	\$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$180.00	0.00	\$ -
45	Concrete Headwall or Drainage Structure	CY	\$900.00	0.00	\$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	\$2,000.00	0.00	\$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	\$4,500.00	0.00	\$ -
48	Concrete flume (4 in thick)	SY	\$200.00	0.00	\$ -
49	Inlet Apron (4 in thick)	SY	\$120.00	0.00	\$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	\$3,000.00	0.00	\$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	\$2,500.00	0.00	\$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	\$300.00	0.00	\$ -
53	Excavation and Haul Off	CY	\$25.00	0.00	\$ -
54	Well Points	DAY	\$4,500.00	0.00	\$ -
55	Grout (joint)	EACH	\$2,500.00	0.00	\$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	\$20.00	0.00	\$ -
57	Swale Installation (grading)	CY	\$100.00	0.00	\$ -
58	Concrete Collar (any size)	EACH	\$3,000.00	0.00	\$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	\$600.00	0.00	\$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	\$700.00	0.00	\$ -
61	6 inch Drain pipe	LF	\$45.00	0.00	\$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$5,000.00	0.00	\$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	\$108.00	0.00	\$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	\$72.00	0.00	\$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	\$25.00	0.00	\$ -
66	Concrete Type "D" Curb fiber reinforced	LF	\$30.00	0.00	\$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	\$35.00	0.00	\$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	\$34.00	0.00	\$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	\$30.00	0.00	\$ -
70	ADA truncated dome mat installation	SF	\$48.00	0.00	\$ -
71	Traffic Control (MOT) cost	DAY	\$2,000.00	2.00	\$ 4,000.00
72	Bermuda Sod installed	SY	\$4.50	0.00	\$ -
73	St Augustine Sod installed	SY	\$5.75	0.00	\$ -
74	Centipede Sod installed	SY	\$13.50	0.00	\$ -
75	Irrigation Repair	HR	\$250.00	0.00	\$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	\$5,500.00	0.00	\$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	\$6,000.00	0.00	\$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$500.00	0.00	\$ -
79	Speed Hump Installation (2 Lanes)	EACH	\$3,000.00	0.00	\$ -
80	Speed Table Installation (2 Lanes)	EACH	\$4,500.00	0.00	\$ -
			Total		\$ 83,856.25

Additional Contract Items					
Item No.	Description	Unit	Unit Price	Quantity	Extension
			Total		
	Contingent Items from Price Sheet	LS	Total		
			Grand Total		

CONTRACTOR REPRESENTATIVE: _____

DATE _____

*Payment shall be made on actual work performed, as measured in field.

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.

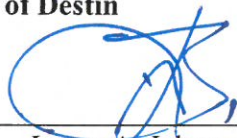
Witnesses:

(Signature)

(Signature)

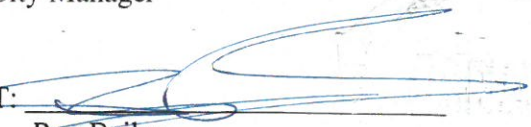
City of Destin

By:

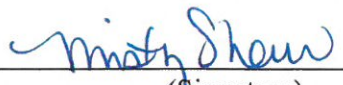

Lance A. Johnson
City Manager

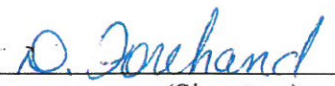
12/28/2023

ATTEST:


Rey Bailey
City Clerk

Witnesses:


(Signature)


(Signature)

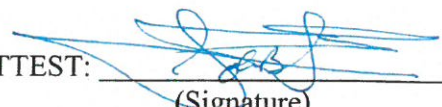
H&T Contractors LLC

By:


(Signature)

Heather Bailey, MARM
(Name & Title)

ATTEST:


(Signature)

JOHN B. IRVIN, IV - CFO
(Name & Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024**TYPE OF AGENDA ITEM:** City Manager Report**AGENDA OUTLINE NUMBER:** 3.E.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director

DATE: 12/14/2023

SUBJECT: Budget Amendment - Adjustment for Prior Year Encumbrances Rolled Forward

I. BACKGROUND:

Prior year encumbrances (open contract and purchase order balances) roll forward automatically creating expenditure budget.

Revenue budget to cover these expenditures does not automatically roll forward, and needs to be added to the FY 2024 budget.

II. DISCUSSION: Two budget amendments are attached for council review and approval.

1. The first budget amendment adds revenue budget that is intended to cover the balances of purchase orders that automatically rolled forward in the 305 fund where we track capital grant revenues and expenditures and general fund additions that provide matching funds and for special capital projects. This amendment increases the revenue budget in the 305 fund by \$1,239,175. Of this amount, \$932,666 is covered by capital grants from Federal (ARPA), State (FDOT), and Okaloosa County Tourism Development Council. The remaining \$305,508 is city funds to cover the remaining balances on purchase orders to issued in FY 2023 and prior years for the Buck Destin Restrooms, Pickle-ball Court survey and engineering design, Clement Taylor Park survey to confirm engineering design, and for Baskerville Donovan engineers to continue their work for the boardwalk under the Marler Bridge.

2. The second budget amendment removes the FY 2024 adopted budget amount of \$98,410 for the right-of-way acquisition grant from FDOT (TRIP) for the cross-town connector.

When the FY 2024 budget was adopted, we anticipated \$98,410 would be the remaining balance that would cover right-of-way acquisition costs. These expenditures were actually completed and paid at the end of September 2023, leaving a zero balance in this grant. Closeout procedures are underway (demolition of the buildings to attain right-of-way

permits).

A. Link to Strategic Goals / Objectives: Offer livable wages and benefits to attract and maintain high caliber, qualified staff.

B. Effect on Budget (EOB): These budget amendments will increase the revenue budget by \$1,140,764.53 (\$1,239,174.53 - \$98,410) and will decrease the expenditure budget by \$98,410.

C. Level of Service (LOS): Increased Level of Service

D. Legislative Sponsor:

III. CONCLUSION: Staff recommends adopting these two budget amendments to ensure prior-year commitments are maintained and to safeguard against overspending on a grant-funded capital project.

IV. RECOMMENDED MOTION: I move to adopt the attached Budget Amendments.

Attachments:

1. 2023 1214 revenue for PY
encumbrances
2. 2023 1214 close TRIP grant

CITY OF DESTIN Budget Amendment Form

Fiscal Year
Period
Ref 1
Ref 2

2024
1
BUA
ADJ

Short Description
Effective Date
Budget Year Code

ENCUMBR
10/1/2023
1

Entity Code
Amendment Type*
Budget Projection Inclusion

1
1
One Time

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)Increase (D)Decrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
A	305300 REVENUE	CRT17 LINEAR TRAIL	REV TO COVER PY ENCUMBRANCES	I	\$ 155,095.25		
B	305300 REVENUE	ARP	REV TO COVER PY ENCUMBRANCES	I	\$ 728,332.74		
C	305300 REVENUE	CM001 CRYSTAL BEACH	REV TO COVER PY ENCUMBRANCES	I	\$ 30,408.67		
C	305300 REVENUE	CM002 TARPON	REV TO COVER PY ENCUMBRANCES	I	\$ 18,829.52		
D	305300 REVENUE	381305 TXFR IN FROM GF	REV TO COVER PY ENCUMBRANCES	I	\$ 306,508.35		
TOTAL					\$ 1,239,174.53		

Created by:
Entered by:
Approved by:

Initials
KS

Date
12/14/23

Note
Increase Revenue and transfers in to cover PY Encumbrances that rolled forward

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

ORIGINAL APPROP		TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
305 CAPITAL PROJECTS							
305300 REVENUE							
305300	331303	RC216 RESTORE PARK CIP GRANT CTP					
		-729,918.00	0.00				
305300	331390	ARP - AMERICAN RECOVERY PLAN	-729,918.00	0.00	0.00	-729,918.00	.0%
		-312,000.00	0.00				
305300	334491	EN615 STATE GRANT - TRANSPORTATI	-312,000.00	0.00	0.00	-312,000.00	.0%
		-98,410.00	0.00				
305300	337712	CM001 TDC 12.5% CRYSTAL	-98,410.00	0.00	0.00	-98,410.00	.0%
		-2,254,015.00	0.00				
305300	337712	DREDG TDC 12.5%	-2,254,015.00	0.00	0.00	-2,254,015.00	.0%
		-100.00	0.00				
305300	337714	CM001 BOCC CRYSTAL BEACH	-100.00	0.00	0.00	-100.00	.0%
		-2,715,607.00	0.00				
305300	337715	EN615 BOCC XTOWN CONNECT GRANT	-2,715,607.00	0.00	0.00	-2,715,607.00	.0%
		-3,300,000.00	0.00				
305300	381305	TXFR TO 305	-3,300,000.00	0.00	0.00	-3,300,000.00	.0%
		-1,972,262.00	0.00				
TOTAL REVENUE			-1,972,262.00	0.00	0.00	-1,972,262.00	.0%
			-11,382,312.00	0.00	0.00	-11,382,312.00	.0%
30554100 BOCC XTOWN CONSTRUCTION							
30554100	565000	EN615 BOCC XTOWN CONNECT CONSTR					
		3,300,000.00	0.00				
			3,300,000.00	0.00	0.00	3,300,000.00	.0%
TOTAL BOCC XTOWN CONSTRUCTION			3,300,000.00	0.00	0.00	3,300,000.00	.0%
30554133 TRIP GRANT							
30554133	565000	EN615 CROSS TOWN CONNECTOR					
		98,410.00	0.00				
			98,410.00	0.00	0.00	98,410.00	.0%
TOTAL TRIP GRANT			98,410.00	0.00	0.00	98,410.00	.0%

CITY of DESTIN, FL



YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
30554200 STATE - MULTIMODAL PROJECTS						
30554200 565000 CRT17	STATE GRANT - LINEAR TRAIL	155,095.25	92,275.25	62,820.00	0.00	100.0%
	0.00	155,095.25				
TOTAL STATE - MULTIMODAL PROJECTS		155,095.25	92,275.25	62,820.00	0.00	100.0%
	0.00	155,095.25				
30555900 ARPA CIP GRANT FED ECONOMIC						
30555900 565000 ARP	ARP - AMERICAN RECOVERY PLAN	1,040,332.74	0.00	728,332.74	312,000.00	70.0%
	312,000.00	728,332.74				
TOTAL ARPA CIP GRANT FED ECONOMIC		1,040,332.74	0.00	728,332.74	312,000.00	70.0%
	312,000.00	728,332.74				
30557212 TDC 12.5%						
30557212 565000 CM001	TDC 12% CRYSTAL	2,284,423.67	0.00	30,408.67	2,254,015.00	1.3%
	2,254,015.00					
30557212 565000 CM002	TDC 12.5% TARPON BEACH MATCH	18,829.52	0.00	18,829.52	0.00	100.0%
	0.00					
30557212 565000 DREDG	CONSTRUCTION IN PROGRESS	100.00	0.00	0.00	100.00	.0%
	100.00					
TOTAL TDC 12.5%		2,303,353.19	0.00	49,238.19	2,254,115.00	2.1%
	2,254,115.00					
30557233 PARK CIP GRANT						
30557233 565000 RC216	CLEMENT TAYLOR PARK RESTORE	729,918.00	0.00	0.00	729,918.00	.0%
	729,918.00					
TOTAL PARK CIP GRANT		729,918.00	0.00	0.00	729,918.00	.0%
	729,918.00					
30557237 BOCC GRANT TO BUY BEACH						
30557237 565000 CM001	BOCC CRYSTAL BEACH					

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
2,715,607.00	0.00	2,715,607.00	0.00	0.00	2,715,607.00	.0%
TOTAL BOCC GRANT TO BUY BEACH						
2,715,607.00	0.00	2,715,607.00	0.00	0.00	2,715,607.00	.0%
30558500 GF CIP PROJECTS						
30558500 565000 CE002	CODE ENFORCEMENT EQUIP					
20,000.00	0.00	20,000.00	0.00	0.00	20,000.00	.0%
30558500 565000 CENTR	CITY CTR PLANNING					
50,000.00	0.00	50,000.00	0.00	0.00	50,000.00	.0%
30558500 565000 CEVEH	CODE ENF NEW VEHICLES					
46,000.00	0.00	46,000.00	0.00	0.00	46,000.00	.0%
30558500 565000 CRH60	HRBR BOARDWLK MARLER BRIDGE					
0.00	149,570.92	149,570.92	0.00	149,570.92	0.00	100.0%
30558500 565000 HURRC	HURRICANE RESPONSE					
100,000.00	0.00	100,000.00	0.00	0.00	100,000.00	.0%
30558500 565000 IT003	GEN SOFTWARE: CIVICPLUS; TYLER					
85,000.00	0.00	85,000.00	0.00	0.00	85,000.00	.0%
30558500 565000 IT004	CONSTRUCTION IN PROGRESS					
0.00	0.00	0.00	2,157.53	0.00	-2,157.53	100.0%
30558500 565000 MARIN	CITY MARINA CAPITAL PROJECT					
50,000.00	0.00	50,000.00	0.00	0.00	50,000.00	.0%
30558500 565000 RC125	BUCK DESTIN RESTROOMS					
100,000.00	99,544.43	199,544.43	0.00	99,544.43	100,000.00	49.9%
30558500 565000 RC127	PICKLEBALL COURTS					
350,000.00	50,150.00	400,150.00	14,805.00	35,345.00	350,000.00	12.5%
30558500 565000 RC129	MORGAN - FIELD LIGHTING (LED)					
255,000.00	0.00	255,000.00	0.00	0.00	255,000.00	.0%
30558500 565000 RC130	MORGAN STORAGE					
200,000.00	0.00	200,000.00	0.00	0.00	200,000.00	.0%
30558500 565000 RC216	CLEMENT TAYLOR PARK RENOV					
716,262.00	7,243.00	723,505.00	0.00	7,243.00	716,262.00	1.0%
TOTAL GF CIP PROJECTS		306,508.35	16,962.53	291,703.35	1,970,104.47	13.5%
1,972,262.00		2,278,770.35				
TOTAL CAPITAL PROJECTS		1,239,174.53	109,237.78	1,132,094.28	-2,157.53	100.2%
0.00		1,239,174.53				
TOTAL REVENUES						
-11,382,312.00	0.00	-11,382,312.00	0.00	0.00	-11,382,312.00	
TOTAL EXPENSES						
11,382,312.00	1,239,174.53	12,621,486.53	109,237.78	1,132,094.28	11,380,154.47	
GRAND TOTAL						
0.00	1,239,174.53	1,239,174.53	109,237.78	1,132,094.28	-2,157.53	100.2%

add revenue to
cover FY encumbrances

YEAR-TO-DATE BUDGET REPORT



FOR 2024 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
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** END OF REPORT - Generated by Krystal Strickland **

CITY OF DESTIN Budget Amendment Form

Fiscal Year	2024	Short Description	CLOSE GRANT	Entity Code	1
Period	1	Effective Date	10/1/2023	Amendment Type*	1
Ref 1	BUA	Budget Year Code	2	Budget Projection Inclusion	One Time
Ref 2	ADJ				

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)increase (D)decrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
305300 GRANT REV	334491 FDOT REV	EN615 XTOWN	CLOSE GRANT	D	\$ 98,410.00	\$ 98,410.00	\$ -
30554133 FDOT TRIP GRANT	565000 CIP	EN615 XTOWN	CLOSE GRANT	D	\$ 98,410.00	\$ 98,410.00	\$ -
TOTAL					\$ 196,820.00		

Created by:	Initials	Date	Note
Entered by:	KS	12/14/23	Fully expended funds FDOT TRIP grant for ROW for Crosstown Connector in Sept 2023. Reduce to zero
Approved by:			

CITY of DESTIN, FL

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13



	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
305 CAPITAL PROJECTS							
305300 REVENUE							
305300 331303 RC216	RESTORE PARK CIP GRANT CTP						
	-729,918.00	-729,918.00	0.00	0.00	0.00	-729,918.00	.0%
305300 331390 ARP	ARP - AMERICAN RECOVERY PLAN						
	-312,000.00	-312,000.00	0.00	0.00	0.00	-312,000.00	.0%
305300 334491 EN615	STATE GRANT - TRANSPORTATI						
	-98,410.00	-98,410.00	0.00	0.00	0.00	-98,410.00	.0%
305300 337712 CM001	TDC 12.5% CRYSTAL						
	-2,254,015.00	-2,254,015.00	0.00	0.00	0.00	-2,254,015.00	.0%
305300 337712 DREDG	TDC 12.5%						
	-100.00	-100.00	0.00	0.00	0.00	-100.00	.0%
305300 337714 CM001	BOCC CRYSTAL BEACH						
	-2,715,607.00	-2,715,607.00	0.00	0.00	0.00	-2,715,607.00	.0%
305300 337715 EN615	BOCC XTOWN CONNECT GRANT						
	-3,300,000.00	-3,300,000.00	0.00	0.00	0.00	-3,300,000.00	.0%
305300 381305	TXFR TO 305						
	-1,972,262.00	-1,972,262.00	0.00	0.00	0.00	-1,972,262.00	.0%
TOTAL REVENUE			0.00	0.00	0.00	-11,382,312.00	.0%
	-11,382,312.00	-11,382,312.00	0.00	0.00	0.00		
30554100 BOCC XTOWN CONSTRUCTION							
30554100 565000 EN615	BOCC XTOWN CONNECT CONSTR						
	3,300,000.00	3,300,000.00	0.00	0.00	0.00	3,300,000.00	.0%
TOTAL BOCC XTOWN CONSTRUCTION			0.00	0.00	0.00	3,300,000.00	.0%
	3,300,000.00	3,300,000.00	0.00	0.00	0.00		
30554133 TRIP GRANT							
30554133 565000 EN615	CROSS TOWN CONNECTOR						
	98,410.00	98,410.00	0.00	0.00	0.00	98,410.00	.0%
TOTAL TRIP GRANT			0.00	0.00	0.00	98,410.00	.0%
	98,410.00	98,410.00	0.00	0.00	0.00		

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 3.F.

TO: City Council

THRU: Kimberly Kopp, City Attorney
Louis Zunguze, Interim City Manager

FROM: Krystal Strickland, Finance Director

DATE: December 19, 2024

SUBJECT: Resolution 24-01 Financial Institution Signature Authority

I. BACKGROUND: The last financial institution signature authorization resolution was approved in August 21, 2023. Staff changes require an updated resolution as the current City Manager will step down before the next council meeting. The resolution has been updated to reflect this change.

II. DISCUSSION: With this resolution, we replace the City Manager, Lance Johnson with the Interim City Manager, Louis Zunguze. All other signatories remain the same. This resolution reinforces our dual signature rules for opening accounts with financial institutions while also allowing Ms. Strickland to enhance the cash management services provided by Trustmark, like fraud alerts and setting up dual controls for internal and external cash transfers. In addition, this will update the signatures on the checks issued by the City and allow for transfers to and from Investment accounts at Raymond James, transfers and withdrawals from the City Thrift Plan with Benjamin Edwards, adjustments to merchant services currently provided by Global Payments and Trustmark, and transfers on behalf of City employees to the 457 and 401a plans managed by Mission Square.

The City's prior signatory resolution (23-16), and updated resolution (24-01), are attached hereto.

- A. Link to Strategic Goals / Objectives:** Goal #1: Financially sound city providing service excellence
- B. Effect on Budget (EOB):** No effect on budget.
- C. Level of Service (LOS):** To improve safety and security of City assets.
- D. Legislative Sponsor:**

III. CONCLUSION: Staff recommends adopting Resolution 24-01 to update signature authority and to designate the Interim City Manager as an Authorized Representative on behalf of the City before financial institutions.

IV. RECOMMENDED MOTION: I move to adopt Resolution 24-01.

Attachments:

1. Resolution 23-16 Financial Signatories
2. 24-01 Signatory Resolution update
010824

RESOLUTION 23-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN AUTHORIZING CERTAIN FINANCIAL INSTITUTIONS TO AMEND SIGNATURE AUTHORIZATION FOR ALL PRESENT AND FUTURE FINANCIAL ACCOUNTS WITH THE CITY OF DESTIN, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE

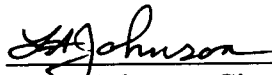
WHEREAS, the City of Destin deposits and invests the funds of the City on a regular basis with financial institutions and the State Board of Administration; and

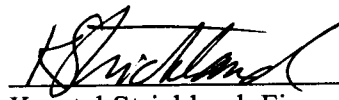
WHEREAS, the City of Destin maintains several separate accounts within each financial institution; and

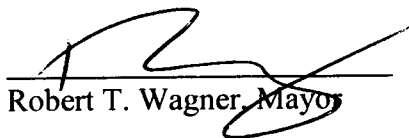
WHEREAS, whenever there is a change in the status of these accounts, it will be necessary for all authorized persons to execute individual signature cards for each separate account;

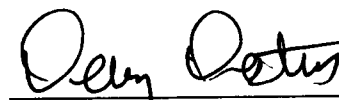
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Destin that:

Section 1. Financial Institutions with which the City currently does and in the future will do business with are hereby authorized and directed to amend their current records on file for the City of Destin, Florida and to accept the signatory authorizations listed below in lieu thereof.


Lance Johnson, City Manager


Krystal Strickland, Finance Director


Robert T. Wagner, Mayor


Dewey Destin, Mayor Pro Tem


Reynaldo Bailey, City Clerk

Section 2. Two (2) signatures are required as authorized by the City Council for all present and future accounts. This authorization includes any loans made in the name of the City of Destin from time to time while this Resolution is in effect; and

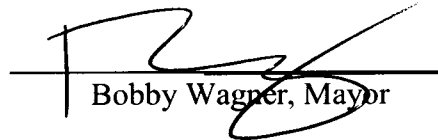
Section 3. That said financial institutions are hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person, signing and/or countersigning said checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/ or countersigning said checks, drafts, notes or orders, or the individual credit of any of the officers or not; and

Section 4. Account Representative. Be it further resolved that the Financial Director for the City of Destin, Florida is designated as the account representative for all above referenced accounts.

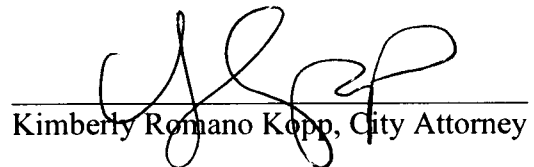
Section 5. Effective Date. This Resolution shall become effective on August 21st, 2023 and continue and remain in full force and effect until written notice to the contrary is duly served on said bank.

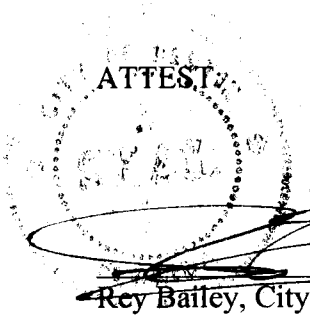
SO, DONE THIS 21st DAY OF AUGUST 2023

By:


Bobby Wagner, Mayor

Approved for legal sufficiency for the
City of Destin, only.


Kimberly Romano Kopp, City Attorney


ATTEST

Rey Bailey, City Clerk

RESOLUTION 24-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AUTHORIZING CERTAIN FINANCIAL INSTITUTIONS TO AMEND SIGNATURE AUTHORIZATION FOR ALL PRESENT AND FUTURE FINANCIAL ACCOUNTS WITH THE CITY OF DESTIN, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin deposits and invests the funds of the City on a regular basis with financial institutions and the State Board of Administration; and

WHEREAS, the City of Destin maintains several separate accounts within each financial institution; and

WHEREAS, whenever there is a change in the status of these accounts, it will be necessary for all authorized persons to execute individual signature cards for each separate account;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Destin that:

Section 1. Financial Institutions with which the City currently does and in the future will do business with are hereby authorized and directed to amend their current records on file for the City of Destin, Florida and to accept the signatory authorizations listed below in lieu thereof.

Alois Louis Zunguze,
Interim City Manager

Krystal Strickland, Finance Director

Robert T. Wagner, Mayor

Dewey Destin, Mayor Pro Tem

Reynaldo Bailey, City Clerk

Section 2. Two (2) signatures are required as authorized by the City Council for all present and future accounts. This authorization includes any loans made in the name of the City of Destin from time to time while this Resolution is in effect; and

Section 3. That said financial institutions are hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person, signing and/or countersigning said checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/ or countersigning said checks, drafts, notes or orders, or the individual credit of any of the officers or not; and

Section 4. Account Representative. Be it further resolved that the Financial Director for the City of Destin, Florida is designated as the account representative for all above referenced accounts.

Section 5. Effective Date. This Resolution shall become effective on January 8th, 2024 and continue and remain in full force and effect until written notice to the contrary is duly served on said bank.

PASSED AND ADOPTED BY THE CITY OF DESTIN, FLORIDA THIS 8TH DAY OF JANUARY, 2024.

By:

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

Approved as to form and legal sufficiency for the City of Destin, only.

Kimberly Romano Kopp, City Attorney

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

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

Destin City Council

Mayor Bobby Wagner

Councilmember Torey Geile

Councilmember Jim Bagby

Councilmember Dewey Destin

Councilmember Kevin Schmidt

Destin City Staff

City Manager Lance Johnson

City Engineer Ryan Scott

Code Compliance Director Troy Williams

Grants/Projects Manager Jeffrey Cozadd

Parks/Rec Director Lisa Firth

City Attorney Kimberly Kopp

City Clerk Rey Bailey

Public Works Director Michael Burgess

IT Director Andy Peters

Building Official Noell Bell

Finance Director Krystal Strickland

Public Information Manager Tamara Young

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

The mayor requests agenda item 4C be elevated to 4A.

Motion by Councilmember Schmidt, seconded by Councilmember Bagby, to approve the agenda, as amended, passed 4-0 (Council members Schmidt, Bagby, Destin, and Geile voted “yes” Council members Hebert, King, and Sweetser were absent from the meeting).

- 1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
- 2. PUBLIC COMMENTS**
- 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

Councilmember Schmidt moved for approval of Consent Agenda items 3A through 3L, as printed above; seconded by Councilmember Bagby. Motion passed 4-0 (Council members Schmidt, Bagby, Destin, and Geile voted “yes” Council members Hebert, King, and Sweetser were absent from the meeting).

4. CITY MANAGER REPORTS

The first item discussed was agenda item 4C.

- A. Installation of No "U-Turn" signage on Airport Road, Council Authorization.

The city’s Public Works Director, requests the council’s consideration for a “No U-turn” signage to be installed at the following locations:

- Airport Road at Cedar Street, eastbound
- Airport Road at Airport Vet Clinic eastbound
- Airport Road at Kell-Aire Drive, eastbound
- Airport Road at Gulf Plaza (commercial development), northbound

He stated that the areas listed above are often too narrow to allow vehicles to make a U-Turn without running off the pavement and the grass. This use promotes the production of drop-offs that damage the city’s irrigation system. It also increases hazard to U-turning vehicles as the shoulder elevation is decreased and tires drop into these holes. The city’s Public Works/Public Safety Committee has reviewed the staff’s suggestions and recommended to council that these additions be considered via a motion.

Motion by Councilmember Destin, seconded by Councilmember Bagby, to install “No U-Turn” signage at the following locations passed 4-0 (Council members Schmidt, Bagby, Destin, and Geile voted “yes” Council members Hebert, King, and Sweetser were absent from the meeting).

- **Airport Road at Cedar Street, eastbound**
- **Airport Road at Airport Vet Clinic eastbound**

- **Airport Road at Kell-Aire Drive, eastbound**
- **Airport Road at Gulf Plaza (commercial development), northbound**

B. Florida Power and Light (FPL) Undergrounding Overlay Maps

The City Manager noted this is a map that was created to show the schematic Florida Power and Light design for the electric undergrounding project from the Marler Bridge to Airport Road. It was requested by the council at the October 17, 2023 city council meeting.

C. Proposal for Destin-Fort Walton Beach Ferry System

Mayor Wagner, the city council's representative to the Okaloosa County Public Transit Cooperative Board, presented the proposal for Destin-Fort Walton Beach ferry system study. He explained that Emerald Coast Rider (EC Rider) is the public transportation agency that serves Okaloosa County. EC Rider has requested a Comprehensive Operative Analysis for its transit network, which is currently being undertaken by HDR. HDR has provided preliminary findings to EC Rider. The proposed study is a thorough review of the system to determine whether the system has the resources it needs to meet the community it serves. The goal is to provide more of a commercial transit option to alleviate traffic congestion on US Hwy 98. It could also help demonstrate higher ridership numbers to the state to get more funding for improving the overall public transportation in the area. The Okaloosa County Transportation Advisory Board has granted its approval for the examination of a proposed ferry system linking Destin and Fort Walton Beach. In order to demonstrate a collaborative partnership among the three organizations, a comprehensive cost breakdown has been proposed as follows:

Cost Share

Destin – 25% = \$12,786

FWB -- 25% = \$12,786

Okaloosa County – 50% = \$25,572

Councilmember Bagby inquired as to the proposed source of funding for Destin share of the cost for the study.

The city's Finance Director proposed the city's cost share be taken from the city's Marina Contingency Study Fund and delaying the feasibility study for the marina.

Councilmember Bagby moved for the City of Destin to spend \$12,786 to conduct the study on the feasibility and viability of the proposed Destin-Fort Walton Beach Ferry System, contingent on the Fort Walton Beach City Council approving the city's cost share of \$12, 786, and the Okaloosa County Board of Commissioners approving the county's cost share of \$25,572; and for the City of Destin cost share to be taken from the Marina Contingency Study Fund. Councilmember Schmidt seconded the motion.

Some members of the council stated they would support conducting the study but also expressed uncertainty about the ferry system's long-term viability, noting some of the problems experienced in the City of Pensacola.

Motion passes 4-0 (Council members Schmidt, Bagby, Destin, and Geile voted “yes” Council members Hebert, King, and Sweetser were absent from the meeting).

Following completion of this item, the council moved on to agenda item 4A.

D. Destin Youth Council - Membership Appointments

Councilmember Bagby moved for approval of the following actions:

➤ **Appointment of the following students to the Destin Youth Council:**

- 1. Briar Ramswell**
- 2. Caroline Pitchlynn**
- 3. Caylen Curle**
- 4. Jared Cutts**
- 5. Sophie Corey**
- 6. Charlie Frankfurt**
- 7. Palmer Lindsley**
- 8. Gabriella Castaneda**
- 9. Palmer Robbins**
- 10. Stella Scoma**

➤ **Bring back the Destin Youth Council Bylaws with the following amendments:**

- 1. Increase appointments of non-resident student members to five.**
- 2. Add the following provision: *“Any member of the Destin Youth Council who missed two consecutive meetings shall be reported to the Destin City Council.”***

Councilmember Schmidt provided a second to the motion, which passes 4-0 (Council members Schmidt, Bagby, Destin, and Geile voted “yes” Council members Hebert, King, and Sweetser were absent from the meeting).

E. Announcements:

1. The Code Compliance Department hosted a community workshop on October 23rd. The workshop was well attended, and the public was very engaged. Public officials who attended the workshop were very pleased with the result.
2. Linear Park Community Workshop is scheduled for November 9th, beginning at 5:30 PM, in the Annex Council Chambers
3. City facilities will be closed on Friday, November 10th in observance of the Veteran’s Day Holiday.
4. A Holiday Craft Show will take place at the Destin Community Center on Friday, November 17th from 10 AM to 4 PM, and on Saturday, November 18th. from 9 AM to 3 PM.
5. A special City Council meeting scheduled for Monday, November 27th, starting at 6:00 PM.
6. Destin Christmas Tree Lighting is on Thursday, November 30th, at 6 PM in the Destin Community Center.

7. The City of Destin Christmas Parade will take place on Saturday, December 9th, at 10 AM.
8. The last regular city council meeting this year is December 11th.

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.

The City Attorney read Ordinance 23-15-CC by title, and then presented it to the city council at second reading.

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 RESPONSIBILITIES; 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.

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.

Councilmember Bagby moved to approve Ordinance 23-15-CC on second reading, seconded by Councilmember Destin. Motion passed 4-0 (Council members Schmidt, Bagby, Destin, and Geile voted "yes" Council members Hebert, King, and Sweetser were absent from the meeting).

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.

The City Attorney read Ordinance 23-18-CN by title, and then presented it to the city council at second reading.

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.

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.

According to the City Attorney, she posed a question from the council to the attorney for the Natural Gas Utility if they would consider having a council member as a board member. The attorney stated they are considering it for 2024, and so that conversation will continue in the upcoming months.

Councilmember Destin moved to extend the Natural Gas Utility Franchise agreement for an additional 5 years; seconded by Councilmember Geile.

The City Attorney noted that if this motion passes, they will need to readvertise the ordinance and will have at least another reading of the ordinance.

Motion passed 4-0 (Council members Schmidt, Bagby, Destin, and Geile voted “yes” Council members Hebert, King, and Sweetser were absent from the meeting).

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.

The City Attorney read Ordinance 23-16-CN by title, and then presented it to the city council at second reading.

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.

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 to approve Ordinance 23-16-CN on first reading, seconded by Councilmember Geile, passed 4-0 (Council members Schmidt, Bagby, Destin, and Geile voted “yes” Council members Hebert, King, and Sweetser were absent from the meeting).

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

A. Councilmember Sweetser

B. Councilmember Geile

Councilmember Geile noted that he has been hearing complaints about people weaving in and out of traffic. He also believes that the left lane is used only to pass another vehicle.

Capt. Fulghum of the Sheriff's Department explained that by statute, when a vehicle is on the left-hand lane on a multi-lane roadway and they know, or reasonably should know, that someone is trying to pass them, they have to move over unless they are also trying to pass another vehicle or are preparing to make a left turn. Otherwise, they could be the ones breaking the law.

Councilmember Geile suggests that law enforcement take the necessary action moving forward to get slow moving vehicles off the left lane to allow traffic to flow more freely before the next tourists season.

1. Project Status Update

City staff provided a status update on the following projects:

- Cross-Town Connector – Staff will bring some options to the council at the December 11th meeting and discuss what measures to take moving forward.
- Linear Trail – DAG Architect will be conducting a public workshop on November 8th to obtain feedback from the citizens.
- Tarpon Beach Park – The City Engineer is waiting on the county to provide the city a set of plans so they can start the permitting process.
- Harbor Dredging – The engineers started conducting the survey work in October this year. The weather dictates how much work they have been able to get done so far.
- Pickleball Courts – They expect the revised plan to be ready around the Thanksgiving Holiday, which will then be taken to the appropriate committees.

The mayor requests that the Parks and Recreation Committee schedules a meeting in the November/December time frame to review the following designs once they become available even though they have previously agreed not to meet again until January.

- Tarpon Beach Park Design
- Linear Park Design
- Pickleball Courts Design.

- Four-Pronged Lake – Staff has to obtain plans from Gator Boring to run through the city's permitting process.
- Crystal Beach Park – Staff has received the appraisal. The City Attorney has spoken with the property owner who is very willing to sell the property to the city. He has indicated he might sell the property to the city for less than the appraised value.
- 1 Harbor Blvd – The property closed on October 17th.

C. Councilmember Destin

Councilmember Destin requests a cost estimate for placing a 4-way stop sign at the intersection of Spring Lake and Kelly Streets, as well as on the Fleshman Drive intersection.

According to Public Works Director Michael Burgess, each intersection will cost between \$1,000 to \$1100 to convert into an all-way stop. This is for a traditional retro-reflective stop sign. He does not currently have the figures available for lighted stop signs.

Councilmember Destin requests the following topic be placed under his name on the next council meeting agenda: “Decision on the 4-way stop signs at the intersection of Spring Lake and Kelly Streets and on the Fleshman Drive intersection.”

D. Councilmember Bagby

1. Appointment of Mr. Guy Tadlock to the Harbor CRA Advisory Committee

Motion by Councilmember Bagby, seconded by Councilmember Destin, to appoint Mr. Guy Tadlock to the Harbor CRA Advisory Committee passed 4-0 (Council members Schmidt, Bagby, Destin, and Geile voted “yes” Council members Hebert, King, and Sweetser were absent from the meeting).

2. ECL Update

Councilmember Bagby expressed his gratitude to city staff and the Sheriff’s Department for surveying more than 3 points by Joe’s Crab Trap, 2 or 3 points by the Barracuda, and then around 5 points by the city-owned property down on the Shores at Crystal Beach. He stated that the average distance to the wet sand at Joe’s Crab Trap was 30 feet, the average distance at Barracuda was 50 feet, and that the average distance to the wet sand at the Shores at Crystal Beach was 35 feet.

Councilmember Bagby asked staff to present the renewal and replacement spreadsheet at the November 27th city council meeting.

E. Councilmember Hebert

F. Councilmember King

G. Councilmember Schmidt

Councilmember Schmidt requests a Proclamation be prepared for the November 27th meeting recognizing an individual who donated one of her kidneys to her father.

Next, Councilmember Schmidt noted they have continued to have issues involving COMPASS and EnerGov. He asked whether staff have a plan of action that could help navigate these situations with the software company.

According to IT Director Andy Peters, staff have been working with Tyler Technologies, the parent company for this software. They will send a representative to meet with the city’s

department heads on November 15th. The firm is also scheduled to meet with the council in December depending on the result of their meeting with staff.

Councilmember Schmidt inquired as to the status of the Parks and Recreation fee schedule as well as the Dalton Threadgill and Morgan Sports Center redesign plans.

Parks and Recreation Director Lisa Firth noted that the fee schedule and the redesign plans for the Dalton Thrwill be presented to the council at their December 11th meeting.

H. Mayor Wagner

I. City Attorney

7. PUBLIC COMMENTS

Mr. Gary Troup, a Destin resident and beachfront property owner, expressed his disagreement with Councilmember Bagby's erosion control line measurement analysis. He stated that measurement is critical on the beach. They cannot go down to the beach one day and be able to spot the erosion control line. It goes in and out depending on the weather and the time of the year. It involves establishing markers at fixed locations perpendicular to the shoreline, and routinely measuring the distance from the fixed markers to the point of erosion to establish a record of changes. By taking consistent measurements, they can understand trends such as increased erosion at a certain time of year as well as impacts of specific events such as storms.

Ms. Patti Brown, a Destin resident and beachfront property owner noted that the beach renourishment that occurred back in 2008 was forced upon the beachfront owners. They did not want it and actively fought it. They even offered to pay for their share of the beach, but the city turned them down. She stated that Mr. Bagby's research with regards to the erosion control line is flawed and that he was not providing 100% supportive facts, it is very frustrating and unfair to beachfront property owners. They provided a copy of their survey to the city at their requests but never received a response from the city.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:28 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

**REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 16, 2023
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Bobby Wagner
Councilmember Torey Geile
Councilmember Terésa Hebert

Councilmember Kevin Schmidt
Councilmember Dewey Destin
Councilmember Jim Bagby

Destin City Staff

City Manager Lance Johnson
City Engineer Ryan Scott
Dep. Code Compliance Dir. Brian Davis
Engineering Assistant II Joe Bodi
Library Director Wen Levingston
Public Information Manager Tamara Young
City Attorney Kimberly Kopp

City Clerk Rey Bailey
Public Works Director Michael Burgess
IT Director Andy Peters
Parks/Rec Director Lisa Firth
Grants/Projects Manager Jeffrey Cozadd
Finance Director Krystal Strickland
Principal Planner Steve O'Connor

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 6:00 PM. Pastor David J Butler of the Faith Assembly Christian Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

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

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

- A. Resolution 23-25, ADA Transition Plan, recommendation by Public Works/Safety Committee for Adoption.

Public Works Director Michael Burgess presented the item, explaining that the development and implementation of an ADA transition plan is a federal requirement. The pedestrian transportation system condition assessment and subsequent transition plan development are required by Section 504 of the Rehabilitation Act of 1973 and the Americans with Disability Act of 1990 for all public agencies. By approving this item, the city will increase

its level of compliance with this mandate. The transition plan was executed in two phases; phase being comprised of a citywide pedestrian infrastructure survey and evaluation of their public walking infrastructure. Phase II is taking the data collected as part of Phase I and providing them with 3 major deliverables: An inventory and analysis of identified deficiencies and hindrance to access, a three-tiered prioritization of needed repairs, and high-level cost analysis to guide the work in the Public Works Department and the city's future capital improvement planning efforts. This plan was presented to the council a few months ago. The council requested at the time that it be presented to the Public Works/Safety Committee for their review and comments on the plan. The committee has reviewed the plan and supports the work that went into its development and recommends its adoption by the council.

Councilmember Schmidt moved to adopt the ADA Transition Plan for Pedestrian Facilities as provided; seconded by Councilmember Hebert. Motion passed 5-0 (Council members Schmidt, Hebert, Bagby, Destin, and Geile voted "yes"; Council members King and Sweetser were absent from the meeting).

2. PUBLIC COMMENTS

Mr. Jeff Cross, a Destin resident, stated that he owns a property at Gulf Terrace Drive. For the past 3 years, he has been trying to get some resolution and action in regard to the homeless encampment and the trash that has accumulated in that area and has yet to receive any satisfaction. He has gotten the involvement of the sheriff's Department who have responded when requested and have driven off, at least temporarily, the homes that lived there. But the homeless keep coming back and accumulating more trash. He addressed this issue at least 2 years ago with the city's code enforcement, but their process has been very ineffective. He recommends giving the property owner 30 days to clean up the mess after the homeless are driven off by hiring a contractor or reimbursing the city for their expenses to prevent the homeless from coming back; and putting a lien on their property when they are unable to do so after those 30 days.

Ms. Carroll McIver, a Destin resident and President of the Destiny East Homeowners Association, requests that a solution to their flooding issue be submitted for state appropriation to be considered for inclusion in the state's next fiscal year's budget. They believe that a weir drain will act as a permanent solution for controlling the flooding at 4-Prong Lake. They are in the process of getting the permits to be able to build that drain and have 3 of the 4 permits already secured and expect to obtain the other one soon.

3. CONSENT AGENDA

- A. Demolition of Three Structures for Crosstown Connector, authorization to issue a Purchase Order
- B. Replacement of Library Carpet, authorization to issue a Purchase Order
- C. Short-Term Rental Impact Committee Schedule - Resolution 23-24
- D. Destin High School, Inc. Annual 5/10k Run Event
- E. Approval of minutes of August 7, 2023, Regular City Council Meeting
- F. Capital Project Status - Informational Only

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

4. CITY MANAGER REPORTS

A. Cross Town Connector Update

According to the City Engineer, the purpose of this report is twofold:

1. Determine the right-of-way alignment.
2. Determine whether to pursue both federal and state grants or just state grants.

He stated that the council’s previous direction was for the right-of-way for the new portion of the cross-town connector to be set at the proposed location of the back of the curbing. Staff has since determined that any properties that were purchased using TRIP funds are required to be designated as right-of-way. With this new information, staff is providing that the right-of-way to be set as shown in the exhibits. It is critical to get the right-of-way set so that the subdivision process can start which, in turn, allows for all the other permitting/zoning to commence.

He stated that for the cross-town connector to be eligible for state and/or federal grants for construction, different variations of a Project Development and Environment (PD&E) study re-evaluation will need to be completed. After staff and Atkins met with FDOT, two different proposals have been provided.

1. Destin Crosstown Connector Re-eval Scope for potential state grants – proposal will allow Atkins to perform an Environmental Impact Report re-evaluation that will unlock the ability to apply for state grants.
2. Destin Crosstown Connector PD&E Scope for potential federal grants – Proposal will allow Atkins to perform a PD&E re-evaluation that will unlock the ability to apply for state and federal grants.

He stated that staff is looking for direction on the right-of-way location.

Staff is looking for direction from the city council on which direction shall be taken with respect to the PD&E re-evaluation. The three options are as follows:

1. Take no action – the project would not be eligible for any state or federal grant opportunities.
2. Approve DCTC Reeval Scope for potential State Grants
3. Approve DCTC PD&E Scope for potential federal grants. Allows for the project to be eligible for state and federal grant opportunities.

Following a brief discussion on this issue, Councilmember Schmidt moved to table this matter until such time staff is able to obtain additional information/details on this subject; seconded by Councilmember Destin. Motion passed 5-0 (Council members Schmidt, Hebert, Bagby, Destin, and Geile voted “yes”; Council members King and Sweetser were absent from the meeting).

Councilmember Bagby requests the following information be provided to the council for all 3 options with respect to the PD&E re-evaluation:

- Price
- Timeline

B. US98 Feasibility Study (Marler Bridge to Airport Road) & Signal Retiming Update - Informational Item

The City Engineer reported that FDOT started a PD&E study for the segment of Harbor Blvd from east abutment of Marler Bridge to Airport Road. The current study along Harbor Blvd/US 98 was closed at a feasibility level due to lack of funding with only preliminary data obtained. Staff received the Feasibility Report in September 2023. The report shows three overall options:

1. No build alternative
2. Four lane Access Management Alternative
3. Six Lane Access Management Alternative

Currently, FDOT plans to procure the PD&E study contract sometime between August to December 2023 that will look at the portion of US-98 on Okaloosa Island that will include the Marler Bridge.

FDOT has also finished a signal retiming study for 22 signals along US-98 through Destin. The project results anticipate the following savings and recommendations:

- Weekly time savings of approximately 5,500 vehicle-hours along the corridor.
- A weekly fuel savings of approximately 20,000 gallons.
- Recommendation to re-stripe the southbound thru-lane of Gulf Shores Drive at US-98 to a shared left-turn/thru lane.

According to Councilmember Bagby, there ought to be peak-season timing and off-season timing. He would like to have the opportunity to speak with FDOT representatives who conducted the retiming and discuss their methodology.

C. City Owned Properties

Community Development Director Louis Zunguze alluded to the list of all the real properties owned by the City of Destin in response to the council's direction at the October 2nd council meeting. He stated that the list is provided for the council's information; however, staff will look further into any properties of interest per city council's direction.

Councilmember Schmidt mentioned that if the council is interested in obtaining additional properties in the future, there are two available parcels on Indian Trail that could be converted into a community park.

D. State Appropriation Requests

Grants/Programs Manager Jeff Cozadd noted that Representative Maney has invited municipalities in his district to submit state appropriation requests through his office to be considered for inclusion in the state's next fiscal year's budget. Appropriation request applications are due November 1, 2023. He asked for the council's direction on which projects and funding amounts they should prepare for appropriation requests.

The following information was provided to the city council.

STRATEGIC OBJECTIVE			FY 2024	FY 2025	Max Appropriation Request Recommended (50%)
PRIORITY	Citizen/Council Directed				
1.3	UNDER	Undergrounding	16,000,885	-	8,000,000
1.6	EN615	Cross-Town Connector	9,003,151	-	4,500,000
1.2	CM001	Beach Acquisition/Beach Park Development	4,969,622	-	2,480,000
5.2	DREDG	Dredge Harbor	110,100	-	60,000
4.8	SW56	Mattie Kelly Naturewalk Outfall	175,000	1,200,000	690,000
	Growth Necessitated & Comp Plan				-
1.5	CRH60	Pedestrian Pathway Under Marler Bridge	-	-	-
1.4	EN617	Stahlman/US98 Intersection	-	-	-
	Other Capital Projects				-
4.11	CRT17	Town Center CRA Easement Trail/Linear Park	-	-	-
4.12	RC127	Pickleball Court	350,000	-	180,000
5.1	RC128	Morgan Bathrooms/Storage/Fieldhouse	250,000	-	130,000
5.1	RC129	Morgan - Field Lighting (LED)	255,000	175,000	220,000
5.1	RC130	Morgan - Artificial Infields	200,000	400,000	300,000
4.7	RC216	Clement Taylor Park Renovations	1,596,180	-	800,000
4.10	SW57	CTP Stormwater Mitigation	60,000	-	30,000
	Four Prong Lake Emergency Outfall cost estimate of \$1.5M to \$2M				

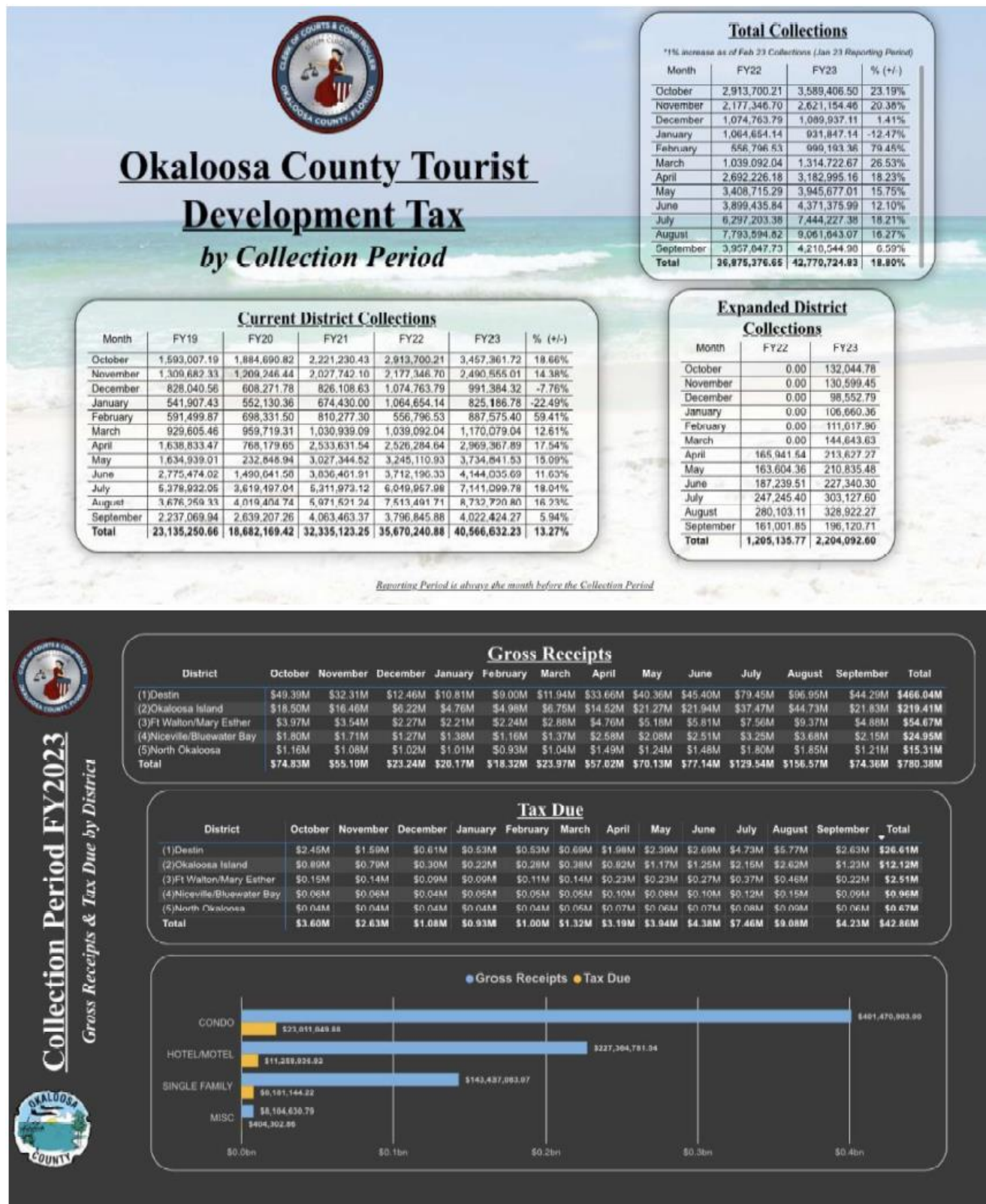
After considerable discussions by the council, Councilmember Destin moved to submit state appropriation requests for the following projects to be considered for inclusion in the state's next fiscal year's budget:

- Stahlman/US98 Intersection Improvements/Pedestrian Pathway Under Marler Bridge
- Undergrounding
- Cross Town Connector
- Four Prong Lake Emergency Outfall
- Harbor Dredging
- Morgan Sports Center – Artificial Infields

Councilmember Hebert provided a second to the motion, which passes 5-0 (Council members Schmidt, Hebert, Bagby, Destin, and Geile voted “yes”; Council members King and Sweetser were absent from the meeting).

E. TDC Monthly Report-Informational Only

The following information was provided to the city council.





Collection Period FY2023 Gross Receipts & Tax Due by Rental Type

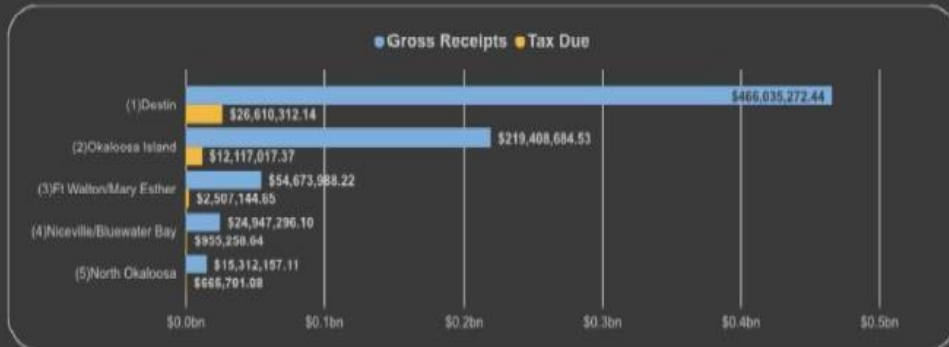


Gross Receipts

Rental Type	October	November	December	January	February	March	April	May	June	July	August	September	Total
CONDO	\$45.91M	\$28.59M	\$8.97M	\$7.61M	\$8.03M	\$10.82M	\$27.29M	\$32.98M	\$38.91M	\$69.56M	\$82.85M	\$39.94M	\$401.47M
HOTEL/MOTEL	\$19.23M	\$16.59M	\$9.06M	\$7.75M	\$6.97M	\$9.87M	\$18.48M	\$23.66M	\$24.17M	\$32.37M	\$39.64M	\$19.58M	\$227.36M
SINGLE FAMILY	\$9.15M	\$9.42M	\$4.87M	\$4.44M	\$2.95M	\$2.87M	\$10.44M	\$12.75M	\$13.24M	\$26.46M	\$32.74M	\$14.12M	\$143.44M
MISC	\$0.53M	\$0.49M	\$0.35M	\$0.37M	\$0.38M	\$0.41M	\$0.81M	\$0.74M	\$0.83M	\$1.14M	\$1.34M	\$0.72M	\$8.10M
Total	\$74.83M	\$55.10M	\$23.24M	\$20.17M	\$18.32M	\$23.97M	\$57.02M	\$70.13M	\$77.14M	\$129.54M	\$156.57M	\$74.36M	\$780.38M

Tax Due

Rental Type	October	November	December	January	February	March	April	May	June	July	August	September	Total
CONDO	\$2.29M	\$1.42M	\$0.44M	\$0.30M	\$0.47M	\$0.63M	\$1.02M	\$1.30M	\$2.32M	\$4.14M	\$4.95M	\$2.00M	\$23.01M
HOTEL/MOTEL	\$0.84M	\$0.72M	\$0.39M	\$0.32M	\$0.35M	\$0.50M	\$0.93M	\$1.19M	\$1.24M	\$1.70M	\$2.12M	\$0.97M	\$11.26M
SINGLE FAMILY	\$0.45M	\$0.46M	\$0.24M	\$0.22M	\$0.17M	\$0.16M	\$0.61M	\$0.75M	\$0.76M	\$1.57M	\$1.94M	\$0.84M	\$6.16M
MISC	\$0.02M	\$0.02M	\$0.01M	\$0.01M	\$0.02M	\$0.02M	\$0.04M	\$0.04M	\$0.04M	\$0.06M	\$0.00M	\$0.04M	\$0.46M
Total	\$3.60M	\$2.63M	\$1.08M	\$0.93M	\$1.00M	\$1.32M	\$3.19M	\$3.94M	\$4.36M	\$7.46M	\$9.00M	\$4.23M	\$42.00M



Tourist Tax History by Collection Period Month



F. Net Positive Environmental Benefit (NPEB) Fee – LDC 11.05.02.N

According to the city's Principal Planner Steve O'Connor, staff brought the recent issues of re-implementing the Net Positive Benefit Environment Benefit (NPEB) Fee before the city council on August 21, 2023. The city council requested that staff bring the issue forward to the Harbor & Waterways Board for their consideration and recommendation. Staff brought the following options to both the City Council and the board for discussion and consideration.

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.

The NPEB assessment for existing facilities can vary by marine facility type. For example, existing residential facilities can be assessed at a 10% NPEB fee, and non-residential can remain at 25% or some variation thereof.

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. Any other option the Board may want to develop and recommend to City Council

The board listened to staff's options and then also took in the numerous public comments regarding the impact of the NPEB fee. As such, the board created their own recommendation as follows.

- The NPEB should apply to all new or expansion of existing marine facility projects within the Destin Harbor and canals adjacent to the Destin Harbor.
- The NPEB should not apply to any Board for Board replacement.
- The NPEB fee should be applied as follows:
 - 1. Class 1 Marine Construction Projects – 7%
 - 2. Class 2 Marine Construction Projects – 10%
 - 3. Class 3 Marine Construction Projects – 25%

As proposed in the draft Land Development Code (LDC) *Article 2 – Administration*, the board recommended breaking out various marine construction projects in the following manner:

- Class 1 – All State Self Certified docks
- Class 2 – Residential docks with 3 – 9 slips or larger than 1,000 sq. ft.
- Class 3 – All commercial docks and any residential projects that do not fit within Class 1 or 2

The last point of clarification Staff needs is whether to implement these recommended changes as soon as possible by amending the current LDC, or to wait until the LDC rewrite and reflect the approved changes. Staff is seeking guidance and direction from the council on the board's recommendation and timing for implementation.

Councilmember Schmidt moved for approval of the Harbor and Waterways Board recommendation on the application and implementation of the NPEB fee and direct staff to develop an ordinance to codify these changes into the LDC as soon as possible; seconded by Councilmember Hebert. Motion passed 5-0 (Council members Schmidt, Hebert, Bagby, Destin, and Geile voted "yes"; Council members King and Sweetser were absent from the meeting).

G. Announcements:

1. The Code Compliance Department will host a community workshop on Monday, October 23rd, from 6:00 – 7:30 p.m., in the City Hall Annex Council Chambers.
2. City of Destin Open House scheduled for Wednesday, October 25th, from 11:30 a.m. to 1:00 p.m., at the Destin Community Center.
3. The city's Annual Fall Festival is on October 30th at the Destin Community Center.
4. The city's Human Resources Department has increased the voluntary retirement contributions by 38%; reduced employee turnover rate by 12%; filled 80% of the vacancies in average of 45 days; offered 7 professional and personal development training courses to employees.
5. The city's Annual Pin Fish Classic is on in the morning of November 4th.

H. Undergrounding Overhead Utilities - FPL BCE and Conversion Agreement

Attorney Schef Wright, the city's special counsel for the undergrounding of overhead utilities project, presented the item to the city council. He stated that there are four contracts that embody the City's and FPL's agreements for the conversion of FPL's facilities for the Phase 1 Project. These agreements must be executed before November 17, 2023.

1. Underground Facilities Conversion Agreement (UFCA) for the 3.25-mile portion of Phase 1.
2. UFCA for the 2.44-mile portion of Phase 1.
3. Applicant-Installed facilities agreement that provides for the City's contractors to perform the work.
4. Right-Of-Way Agreement that provided FPL the right to use the City's ROWs for its underground distribution facilities.

He stated that these agreements are being presented for the Council's approval. Note that the cause for the 3.25 miles portion is zero, because of the favorable storm cost credit the city was able to negotiate with FPL. The cost for the 2.44-mile portion and thus the total cost to paid to FPL, is approximately \$690,000.

Next steps in the project include the following.

Once the City and FPL have executed the above agreements, the city will make the first payment (approximately \$690,000 from Electric Franchise Fee cash on hand) and FPL will order the materials. Conduit and transformers should arrive within 20 - 30 weeks of ordering.

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 in November 2023, we estimate the undergrounded utilities will be ready to "go live" by September 2025.

Financing required for the construction phase will be planned in the December 2023 – February 2024 timeframe when more of the estimates are replaced with firm figures. The financing of this project will include use of cash on hand and debt in the form of either a bank loan or a bond issuance. The City's finance advisory team, which includes Ford & Associates and BMO Law will assist in identifying optimal terms and will assist with writing a financing request for proposals (RFP) or writing an official statement and possibly attaining a credit rating or two for the City.

Mr. O'Connor recommends approval of the binding cost estimates and conversion agreement with FPL.

Motion by Councilmember Bagby, seconded by Councilmember Hebert, to authorize the City Manager to execute the binding cost estimate and the overhead utility agreement with FPL, passed 5-0 (Council members Schmidt, Hebert, Bagby, Destin, and Geile voted "yes"; Council members King and Sweetser were absent from the meeting).

I. Resolution 23-22 -- Reimbursement Resolution for Undergrounding

Finance Director Krystal Strickland explained that this resolution allows the city to front cash to order materials and secure a conversion of overhead utility lines to underground with the understanding that the General Fund will be reimbursed with a tax-exempt debt issuance as soon as reasonable. This allows the General Fund to temporarily use cash that has otherwise been set aside for operating and capital purposes.

Motion by Councilmember Schmidt, seconded by Councilmember Hebert, to approve Resolution 23-22 passed 5-0 (Council members Schmidt, Hebert, Bagby, Destin, and Geile voted "yes"; Council members King and Sweetser were absent from the meeting).

5. PUBLIC HEARINGS

A. First 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.

The City Attorney read Ordinance 23-15-CC by title, and then presented it to the city council on first reading.

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 RESPONSIBILITIES; 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.

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 consideration.

Motion by Councilmember Hebert, seconded by Councilmember Destin, to approve Ordinance 23-15-CC on first reading and direct the City Clerk to advertise the second reading on November 6, 2023, passed 5-0 (Council members Schmidt, Hebert, Bagby, Destin, and Geile voted “yes”; Council members King and Sweetser were absent from the meeting).

Councilmember Bagby requests a GIS map showing electrical line locations be provided to the council when the ordinance is brought back for second reading.

- B. First 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.

The City Attorney read Ordinance 23-18-CN by title, and then presented it to the city council on first reading.

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.

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 consideration.

Motion by Councilmember Bagby, seconded by Councilmember Hebert, to approve Ordinance 23-18-CN on first reading and direct the City Clerk to advertise the second reading on November 6, 2023, passed 5-0 (Council members Schmidt, Hebert, Bagby, Destin, and Geile voted “yes”; Council members King and Sweetser were absent from the meeting).

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

- A. Councilmember Sweetser
- B. Councilmember Geile

1. Project Status Update

Staff provided an update on the following projects:

- 1 Harbor Blvd – Closing on the project is scheduled for October 17th. Everything is in order and progressing satisfactorily. The money is in escrow account and all the documents fully executed.
- Linear Park – DAG Engineering waiting on FPL to provide feedback on the 30% design. The design will be brought before the appropriate city committees for their feedback and then a public workshop will be scheduled.
- Tarpon Beach Park – 60% design completion. City Engineer waiting on some information before responding to questions from the county. Once the set of plans is received from the county, it will then be brought before the appropriate city committees for their review and feedback and then staff will conduct the normal processing.
- Harbor Dredging – Contract for the engineering survey has been approved and purchasing order established to start the work. Estimated start date for the work will be approximately two weeks after issuance of the Notice to Proceed
- Pickleball Court – Engineering survey for the pickleball site has been completed and Jenkins Engineering is moving on to the concept phase of the design. The design will then be taken to the appropriate city committees for review and feedback.
- Four-Pronged Lake – Stage one is approved. In the process of scheduling the boring on the ground to help relieve some of the stormwater. Currently looking at stage 2 which is the permanent fix. Looking for state appropriations to help with the funding.
- Crystal Beach Park – Appraisal has been ordered and should be completed within the next couple of days. Once the appraisal is received, staff will reach back out to the property owner for further negotiations and bring the result back to the city council.

- C. Councilmember Destin

Councilmember Destin requests a cost estimate for placing a 4-way stop sign at the intersection of Spring Lake and Kelly Streets, as well as on the Fleshman Drive intersection, be brought back at the next council meeting.

D. Councilmember Bagby

Councilmember Bagby announced a plan for him and other members of staff to go out to the west end of James Lee Park and at the Barracuda Beach access to determine the exact Erosion Control Line (ECL) location. He will provide a report at the next council meeting, at which time they can discuss enforcement of the ECL by the Sheriff's Office. He added that by law, all lands seaward of the ECL is public property.

E. Councilmember Hebert

1. Add an additional Council meeting on November 27, 2023.

Motion by Councilmember Hebert, seconded by Councilmember Destin, to schedule a Special City Council meeting on Monday, November 27th, passed 5-0 (Council members Schmidt, Hebert, Bagby, Destin, and Geile voted "yes"; Council members King and Sweetser were absent from the meeting).

F. Councilmember King

G. Councilmember Schmidt

Councilmember Schmidt requests the Parks and Recreation fee schedule be presented to the council at the next council meeting on November 27th.

H. Mayor Wagner

I. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:15 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

COMMITTEE ATTENDANCE REPORT
(September - December 2023)

BOARD OF ADJUSTMENT

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>September 6, 2023</u> <i>(Meeting cancelled. No items to review)</i>		
<i>October 4, 2023</i>	<i>Joshua Brister</i>	<i>Sweetser</i>
<u>November 1, 2023</u>	<i>James Moomaw Joshua Brister</i>	<i>King Sweetser</i>
<u>December 6, 2023</u> <i>(Meeting cancelled. No items to review)</i>		

HARBOR AND WATERWAYS BOARD

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>September 28, 2023</u>	<i>Casey Jones</i>	<i>King</i>
<u>October 26, 2023</u> <i>(Meeting cancelled. No items to review)</i>		
<u>November 30, 2023</u> <i>(Meeting cancelled due to lack of a quorum)</i>	<i>John Stephens Richard Hoey Jim Green Casey Jones</i>	<i>Destin Bagby Schmidt King</i>
<u>December 28, 2023</u> <i>(Meeting cancelled. No items to review)</i>		

HARBOR COMMUNITY REDEVELOPMENT AGENCY
(CRA) ADVISORY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>September 13, 2023</u> (Meeting cancelled for lack of a quorum)	<i>Jim Green</i> <i>Ian Blaise</i> <i>Christian Meyer</i>	<i>King</i> <i>Schmidt</i> <i>Sweetser</i>
<u>October 11, 2023</u> (Meeting cancelled for lack of a quorum)	<i>Jim Green</i> <i>Mike Buckingham</i> <i>Christian Meyer</i> <i>Ian Blaise</i>	<i>King</i> <i>Destin</i> <i>Sweetser</i> <i>Schmidt</i>
<u>November 8, 2023</u> (Meeting cancelled for lack of a quorum)	<i>Christian Meyer</i> <i>Ian Blaise</i> <i>Mike Buckingham</i> <i>Casey Jones</i>	<i>Sweetser</i> <i>Schmidt</i> <i>Destin</i> <i>Geile</i>
<u>December 13, 2023</u>	<i>Mike Buckingham</i> <i>Christian Meyer</i> <i>Cassey Jones</i>	<i>Destin</i> <i>Sweetser</i> <i>Geile</i>

LOCAL PLANNING AGENCY

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>September 5, 2023</u>	<i>James Wood</i> <i>Corey Ledbetter</i>	<i>Destin Schmidt</i>
<u>September 21, 2023</u> <i>(Meeting cancelled. No items to review)</i>		
<u>October 5, 2023</u>	<i>Jim Wood</i> <i>Todd Buhr</i>	<i>Destin Bagby</i>
<u>October 19, 2023</u>	<i>Todd Buhr</i> <i>Corey Ledbetter</i>	<i>Bagby Schmidt</i>
<u>November 2, 2023</u> <i>(Meeting cancelled. No items to review)</i>		
<u>November 16, 2023</u> <i>(Meeting cancelled. No items to review)</i>		
<u>December 7, 2023</u> <i>(Meeting cancelled. No items to review)</i>		
<u>December 21, 2023</u> <i>(Meeting cancelled. No items to review)</i>		

PARKS AND RECREATION COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>September 26, 2023</u>	<i>Isaac Birch Leslie Schmidt</i>	<i>Geile Schmidt</i>
<u>October 24, 2023</u>	<i>Isaac Birch Leslie Schmidt</i>	<i>Geile Schmidt</i>
<u>November 28, 2023</u> <i>(Meeting cancelled. No items to review)</i>		
<u>December 12, 2023</u> <u><i>(Joint Public Works / Parks & Rec / TC-CRA Meeting)</i></u>	<i>L'Rena Anderson Isaac Birch</i>	<i>Sweetser Geile</i>

PUBLIC WORKS/PUBLIC SAFETY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>September 12, 2023</u>	<i>Marcie Bell</i>	<i>King</i>
<u>October 10, 2023</u> <u>(Meeting cancelled. No items to review)</u>		
<u>November 14, 2023</u>	<i>Marcie Bell</i>	<i>King</i>
<u>December 12, 2023</u> <u>(Joint Public Works / Parks & Rec / TC-CRA Meeting)</u>	<i>All Present</i>	

TOWN CENTER COMMUNITY REDEVELOPMENT
AGENCY (CRA) ADVISORY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>September 20, 2023</u>	<i>All Present</i>	
<u>October 18, 2023</u> <u>(Meeting cancelled. No items to review)</u>		
<u>November 15, 2023</u>	<i>Delores Morrell</i>	<i>Destin</i>
<u>December 12, 2023</u> <u>(Joint Public Works / Parks & Rec / TC-CRA Meeting)</u>	<i>All Present</i>	

DESTIN YOUTH COUNCIL

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>December 14, 2023</u>	<i>Palmer Lindsley</i>	<i>Council</i>

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.J.

TO: City Council

THRU: Rey Bailey, City Clerk

FROM: Kimberly Montgomery, Deputy City Clerk

DATE: December 26, 2023

SUBJECT: Draft Minutes of Standing Committee/Board Meetings

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:

1. 9-28-23Harbor & Waterways Board Minutes
2. 10-24-23 Parks & Recreation Minutes
3. 11-14-23 Public Works/Public Safety Minutes
4. 11-15-2023 Town Center CRA Advisory Minutes
5. 12-12-23 Public Works/Public Safety Minutes
6. 12-13-2023 - Harbor CRA Advisory Minutes

**MINUTES OF THE
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL, SEPTEMBER 28, 2023 - 5:30 P.M.**

1. CALL TO ORDER:

Chairman Stephens called the Destin Harbor and Waterways Board meeting to order at approximately 5:30 p.m. on Monday, September 28, 2023, at Destin City Hall, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Member Present:

John Stephens
Jim Green
Guy Tadlock
Bill McKissick
Richard Hoey
Jerod Hayden

Members Absent

Casey Jones

Staff:

Kim Montgomery Deputy City Clerk
Steven O'Connor Principal Planner
Rachel Hoag Planner
Christopher Willis Planner
Kyle Bauman City Attorney

3. APPROVAL OF MINUTES:

- **August 28, 2023**

Motion by Vice Chairman Green, seconded by Board member Tadlock, the members approved both sets of minutes by consent with corrections made to the August 28, 2023, minutes. The motion passed 6-0.

4. NEW BUSINESS:

- **Net Positive Environmental Benefit (NPEB) Fee – LDC 11.05.02.N**

Mr. O'Connor explained staff brought this before City Council at one of their recent meetings and they were directed to bring it before this board first to get their input and a recommendation to take it back to City Council for their consideration. He then explained the NPEB fee was established in 1984 and applies to all marine construction that impacts the harbor. Indicating those being anything waterward of the property line, a 25% fee would be applied to the total cost of the construction. He provided the members with the background history of how with the State's assistance, in the 90's, the city created a memorandum of understanding of what the fees would help offset. Such as the costs for purchasing and installing the harbor pump and station, its maintenance, and making stormwater runoff improvements along Highway 98, as well as water monitoring programs and other environmental programs. He explained that staff has provided four recommendations:

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 for labor and 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. The NPEB assessment for existing facilities can vary by marine facility type. For example, existing residential facilities can be assessed at an 10% NPEB fee, and nonresidential can remain at 25% or some variation thereof.
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. Any other option the Board may want to develop and recommend to City Council.

Staff is seeking a recommended Option from the Harbor & Waterway Board regarding the implementation of the Net Positive Environmental Benefit Fee program. Staff's suggestion of Option 2 is aimed at attempting to strike a balance between the need to address water quality issues in the Harbor, and also encourages the property owners to maintain and upkeep their facilities. In this regard, Option 2 captures the initial impact of the construction of the marine facilities and the water-based activities those facilities support. Then, a lesser NPEB fee is assessed when repairs or maintenance is required as the repairs extend the marine facility's life, further extending the impacts of the water-based activities it supports.

Vice Chairman Green asked Mr. O'Connor if he knows the annual average collected from the fee. According to Mr. O'Connor, recently the city has seen a tremendous increase in the fees collected because of Compass program that is now in place, but in the past, it was only increased when large marine projects that were built. Vice Chairman Green then asked if the funds collected are used for anything other than harbor associated projects. According to Mr. O'Connor, it is not, the account set up for the funds is very specific.

Board member Tadlock spoke of how he is confident that with the public input and members input, he believes that something can be established to have a fair solution for all and a good funding source for the harbor.

Board member Hayden asked if NPEB is the only funding source for stormwater treatment. Mr. O'Connor explained the city can use other funding sources adding that as far as cost goes for the harbor pump, the city has not collected near enough for the cost of keeping it in working order.

Chairman Stephens opened the hearing to the public to speak.

Mr. Neil Parker 618 Choctaw Drive argued that the NPEB fee is basically a user fee that the city is charging the owners of Holiday Isle and asked how the city would charge all the

boats that come into the harbor and into the canals this user fee. He additionally stated how Holiday Isle takes in over \$10M in taxes and although he understands the city does not get all of it, they get a good portion of it, this fee is ridiculous.

Vice Chairman Green clarified for the record that there is not a user fee for the canals for which the reply was correct.

Staff, members of the Board and the City Attorney tried to explain to Mr. Parker that there is no user fee to use the canals and explained that there is some ambiguity where the harbor ends and the canals begin and provided the definition of what a “User Fee” truly is.

Dr. Irvin Manning 617 Magnolia Drive stated that he first wanted it known that he does not feel the canals are a part of the harbor and therefore they should not have to pay into this tax. He spoke of how this is going to be counterproductive because people are not going to want to pay the fee to repair their seawall.

Mr. O'Connor explained that any project upland, such as seawalls, do not pay the fee. It is only for projects waterward of the property line.

Nicki Noblin 501 Gulf Shore Drive and the President of Holiday Isle feels that the fee percentage is too much and would inhibit people from replacing their old rotting seawalls and docks. She then spoke of the Point One Mezzanine project and how they did not pay the fee and their project will substantially impact the harbor environment more than a residential dock.

Chairman Green corrected Ms. Noblin by informing her and the audience that Point One Mezzanine did pay over \$500k towards the NPEB fund and this was discussed at Council level regarding using the funds towards dredging the channel.

Todd Ginkel 513 Osceola defining a seawall construction and what covered by the fee. He also feels that some sort of fee should be collected from the rental boat businesses because they are the ones that are most likely cruising through the canals and causing environmental issues from erosion.

Rob Valiton 508 Norriego Road agrees with Mr. Ginkel that the environmental impacts by owners are not near as high as they are by the tourists, pointing out that he does not have any problem with them, as they fuel the local economy.

Lynn Schmidt 223 Durango Road Destin Harbor Resort feels that the 25% fee is too high and asked that it should be lowered to something that can be affordable. She spoke of an upcoming project for the condo to replace all the seawalls and how this fee would make them unaffordable if they are not within their property boundaries.

Mark Luciani, 223 Durango spoke of all the fees that has to be paid to the State and the city for permits for their docks and submerged land lease and suggests that the percentages be broken down between commercial and residential.

CeCe Harned 609 Magnolia Drive feels that the percentages of what the residential should not be the same as the commercial marinas pay for the environment impacts. She asked what happens when the community is affected by a hurricane and structures have to be replaced, also since the canals are run by Holiday Isle, what do they (HI) get from the percentage paid into the fee, regarding canal improvements.

Kevin Guernsey 539 Gulf Shore Drive questioned if staff is projecting how future projects that will impact the environment.

Chairman Stephens closed the Public Comment.

Vice Chairman Green spoke of how he agrees with most of the comments but pointed out that without the harbor, the canals are just a pond, however, they are interconnected to the harbor. He does, however, agree that if a marina is being built, it should have to pay a higher percentage since it will cause more of an impact than single family residential properties dock project would, but cautioned most of the condominiums are considered residential, therefore they should be careful with certain terms they're using to identify those types of projects, since they too will be residential. He then spoke of percentages, and he feels that 10-25 percent residential/commercial, and board for board should not constitute a fee, especially if they've already paid into it for the initial build.

Chairman Stephens agrees but feels it would be fair to assess the percentages on an x-number of slips. Board member Green agreed and suggested setting a benchmark of possibly ten slips.

The members and staff briefly discussed the classifications and how they are reviewed by just staff or when it reaches a higher level of review process that would then come before the board for a recommendation to Council.

Board member Tadlock spoke of the incorporation of the canals into the city and how there is not any commercial activity on them and mentioned the rulings that have to be followed per the HOA covenants. He suggests keeping it simple and any project on the canals of course has to get permitted, but he does not think there should be an NPEB fee charged for any residential project in the canals, since those would only be on 6-foot marginal docks. He also feels that any residential projects that are on the harbor that has a dock and lift should also not have to pay the fee, and it should only be directed to commercial activity.

Motion by Vice Chairman Green to recommend to the city council concerning the net positive environmental benefit fee to apply to with percentages as follows:

- **The harbor and canals are considered together.**
- **Residential slips less than 10 - 10%**
- **Greater than 10 – 25%**
- **All commercial 25%**
- **Board for board exempt from the fee if within the original footprint.**
- **New and expansion - not exempt for all projects waterward of the property line. Board member Hayden provided the second.**

In discussion, Vice Chairman Green stated he feels this is the fairest way he sees that would benefit everyone. However, they shouldn't penalize the industry either and feels that it should be fair across the board. He agrees that 25% for residential is not fair, however 0% for residential is not fair either. Pointing out that everyone that enjoys the waterways and has access to the harbor, the bay, and the Gulf, should have to pay towards keeping it healthy.

After asking Chairman Stephens for permission to speak, Mr. O'Connor spoke of cumulative effects and how they initially impact a singular location but as they build, they continue to grow they impact a larger area to where eventually, it impacts an entire area; and this, is what is now taking place in the harbor. Pointing out that there is no single activity now that does not impact the harbor.

Vice Chairman Green spoke of how the Harbor Capacity Study, which was based on facts and not opinions, proved that the channel or infrastructure, which is only a fifty foot wide channel and created in the 1940's, is what is over capacity by the amount of traffic that utilizes it. Additionally, that study and results allows the next steps to be taken, which is the 107 Cap Study.

Board member Hayden suggested a reduced fee, based on the fee schedule described, for board for board projects, since there is only so much new construction that can now happen on the harbor. Vice Chairman pointed out that if someone has already paid the fee, they would not have to pay again if they are replacing their entire project exactly the way it was originally built.

Chairman Stephens provided an amendment to the motion for the following:

- **Class 1, Residential – 7% (Less than 1,000 sq. foot and two slips or less)**
- **Class 2, 3 or more slips – 10% (Over 1,000 sq. ft. with 3 or more and up to 9 slips)**
- **Class 3, Commercial – 25% (All commercial docks/marine facilities or a residential facility with 10 slips or more.**

Both Vice Chairman Green and Board member Hayden agreed with the amendment to the motion. The motion passed 6-0.

Mr. O'Connor clarified again for all that board for board projects would be exempt.

5. PUBLIC COMMENT:

Neil Parker 618 Magnolia Drive asked what the steps were if there is no record of an NPEB being ever paid for the project currently on the property, noting that there is a lot of very old structures in existence.

Mr. O'Connor reiterated that if the request is for a board for board replacement of the current structure, there would not be a fee.

Mrs. Lynn Schmidt asked if there was a hurricane, and everything had to be replaced, what are the rules. According to Mr. O'Connor, as long as the permit pulled within 6-months of the disaster and the reconstruction is within the same footprint, there would be no fees.

Board member Hoey spoke of the Emergency Order that the Governor puts in place for the counties that are affected by a disaster, which allows for the homeowners to get everything rebuilt without having to go through the normal permitting processes.

Board member Tadlock spoke to the members of the public on the importance for property owners to keep good records of what is on their property.

6. MEMBER COMMENTS:

➤ Chairman Stephens

1. Vessel Anchoring in the Harbor

Spoke of how this past summer there was noticeably more vessels in the harbor, even commercial vessels and asked if there is a solution that is being worked on, such as a harbor mooring area.

According to Vice Chairman Green, during the harbor capacity study meetings, this was and still is being discussed at a higher level.

The City Attorney also spoke on the subject explaining that discussions with the County attorney's have been taking place and more information will be brought forward on the subject.

2. Commercial Vessel Slips & Parking requirements.

Chairman Stephens also spoke of seeing vessels pulling up and picking up passengers on the harbor and how he is sure that those are not businesses that have shared parking agreements

with the property owners and how those customers are negating the parking agreements by using spaces, however, he is not sure what can be done about it.

Mr. O'Connor spoke of the requirements of the Development Order and how parking analysis are required as well as shared parking agreements, when the parking on property is shared for businesses that operate at different time of the day. He also spoke about how hard it is to enforce, if staff is not made aware of any kind of operations outside of what was approved by staff in that Development Order.

➤ **Vice Chairman Green**

1. Turn Lane at Marler & 98 – Delayed this discussion to the next meeting.

2. Proposed City Marina Project – Spoke of not being in favor of the idea to put an amphitheater in at 1 Harbor Blvd. property mainly because most of the Harbor CRA funds were utilized for the purchase and, it does not meet the goals and objectives of the Council.

Vice Chairman Green made the motion to recommend City Council direct staff to look for ways to create a used motor oil recycling collection site for the city residents and businesses. Chairman Stephens provided the second. The motion passed with a unanimous vote of 6-0.

➤ **Board member Tadlock – Water Quality Issues**

Board member Tadlock spoke of how he is very concerned with water quality in the harbor and the canals, after being hospitalized from a recent exposure to the water behind his residence. He stated that the doctor told him the infection he experienced, was most likely caused by bacteria from water that he must have ingested, and asked staff how water quality is tested and if or how it is provided to City Council.

Chairman Stephens spoke of how he volunteers for Choctawhatchee Basin Allowance (CBA), to take water samplings. He explained he tests in two locations in the harbor and one between the Coastguard Station and Crab Island. He also mentioned that there are four other location in the north side of Choctawhatchee Bay that are also sampled and, as far as he is aware, there are two locations at Joe's Bayou and Indian Bayou that have deficiencies in Chlorophyll.

Board member Tadlock asked how fecal chloroform is tested. According to Chairman Stephens, Okaloosa County, not CBA or the city, tests for that and releases the report. Board member Tadlock also stated he has requested the run times are for the Harbor pump for the past five years.

Motion by Tadlock seconded by Green to have staff provide the following records so they can be discussed at their next Harbor & Waterways Board meeting:

- 1) What department and person(s) are responsible for monitoring the water quality of the Harbor? How is this reported upward and ultimately to the Mayor, City Manager, and Council?**
- 2) Provide complete details of the Water testing procedures done by the city or their agent.**
- 3) Monthly schedule and actual run times for the flushing pump for the past 5 years.**

Chairman Green amended the motion to add any county or other testing results to be provided as well, with Vice Chairman Green seconding the amendment. The motion passed 6-0.

7. DIRECTOR'S REPORT: None

8. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 8:05 p.m.

Adopted and approved this _____ day of _____ 2023.

John Stephens, Chairman

Kim Montgomery, Deputy City Clerk

**MINUTES OF THE
PARKS & RECREATION COMMITTEE
MEETING DESTIN CITY HALL BOARDROOM
OCTOBER 24, 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, October 24, 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 Chairwoman Trammell with Committee member Piper 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. PRESENTATION:

➤ **1 Harbor Blvd. Presentation – John Stephens**

Mr. Stephens briefly explained to the members that his wife, who previously worked as a graphic designer, created designs for the property of what could potentially be built, and added that what is will present is just a conceptual design to help with the implementation of ideas. He spoke of the heritage magnolia tree on the property, its significance, and how the design of a stadium type theme's purpose is to showcase the tree, making sure that what is built won't harm it. In the presentation, Mr. Stephens spoke of the different types of events that could take place on the property for the locals and tourists alike. He spoke of how he would like to see a Harbor Master position created with an office onsite for that position. He also spoke of how he would like to see the harbor designated as a mooring harbor which would give Code jurisdiction on the waterway as well as the Harbor Master, provide mooring balls, which would bring income to the city, provide transient slips and a pump-out station.

Chairwoman Trammell thanked Mr. Stephens for his time and the presentation.

5. APPROVAL OF MINUTES: SEPTEMBER 26, 2023

Motion to approve the September 26, 2023, was made by Committee member Piper with Committee member Johnson providing the second. The motion passed 5-0.

6. OLD BUSINESS:

➤ **Annual Report and Work Plans**

Chairwoman Trammell reported to the members that she would be presenting this to City Council at their December 11, 2023, meeting.

7. MEMBER & STAFF COMMENTS:

➤ **Committee member Piper** – Suggested to the members to drive by the Main Street Park and see how great it looks and, provided Kudos to the Recreation staff for the great job they did on cleaning it up.

- **Murals** – She briefly discussed murals in the city.
- **Distribution of Native Trees for National Arbor Day** – Committee member Piper explained she invited Janet Hays to attend to discuss with the various native trees that should be planted to support the local ecology.

Ms. Hays spoke of the importance of planting native trees and plants for wildlife and the environment. She also mentioned the need to decide on which type of tree they would like to see planted so that they can get them ordered in time and named off three parks that they pick from to have the native tree planted to replace ones that have died. In discussion, the general consensus from the members was the Leonard Destin Park.

Motion by Chairwoman Trammell, seconded by Committee member Piper to plant a Buckeye Tree with a memorial plaque installed at the base in the Leonard Destin Park, to replace the orange tree that didn't survive. The motion passed 5-0. Mrs. Firth reminded the members that they would plant the Red Buckeye on January 19, 2024.

➤ **Chairwoman Trammell:**

- **Converting Softball fields to Baseball** – This item was briefly discussed and how they would be for middle school players.
- **Mobility Priorities** need to be turned in to Mr. Joe Bodi
- **By Laws for the Destin Parks Foundation** – Provided a draft copy for the members to review.

- **Parks & Recreation Committee Handbook** – Handed out the three codes for the members to add to their copy of their handbook that pertain to the purview of this committee.
- **Paddle Smash** – Provided the information for the members to think over.
- **Kell Aire Parks** – Suggests inviting the owners to a meeting to see if they want to talk about their neighborhood parks and what they'd like to have installed or improved.

➤ **Staff Comments** – Staff provided the members with the upcoming events taking place in the city for the months of November and December and the opportunities for the members to volunteer, if interested.

➤ **Next Committee meeting is January 23, 2023**

8. ADJOURNMENT:

Having no further discussions, the meeting adjourned at 5:40 PM.

Adopted and approved this _____ day of _____ 2023.

Sandy Trammell, Chairwoman

Kim Montgomery, Deputy City Clerk

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**PUBLIC WORKS/PUBLIC SAFETY COMMITTEE
MEETING MINUTES DESTIN CITY HALL BOARDROOM
TUESDAY, NOVEMBER 14, 2023 - 5:30 PM**

1. CALL TO ORDER & PLEDGE OF ALLEGANCE:

Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, November 14, 2023, at 5:30 p.m.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
John Green
Tom Weidenhamer
John Stephens
Sam Perman
Curtis Smith

Member Absent

Marcie Bell

Staff

Kim Montgomery Deputy City Clerk
Michael Burgess PW Director
Ryan Scott City Engineer

3. MINUTES FOR APPROVAL: September 12, 2023

Motion to approve the minutes of the September 12, 2023, meeting was made by Committee member Perman with Committee member Weidenhamer providing the second. The motion passed with a unanimous vote of 6-0.

4. NEW BUSINESS:

A) Main Street Raised Pedestrian Crossing – Councilwoman Terésa Hebert

Councilwoman Hebert spoke to the committee members about how she feels that the cross walk at the Main Street Park needs to be raised. She explained how she runs daily and constantly witnesses people standing at the flashing signal trying to cross over to the Main Street Park and how people driving through that general vicinity are going too fast and don't stop for pedestrians like they are supposed to, and how dangerous it is for those people trying to cross.

Chairman Wood asked Mr. Burgess if the crosswalk has been repainted. According to Mr. Burgess it was done about 2-3 weeks ago.

Committee member Smith asked if a speed study has been conducted yet, Mr. Burgess stated that one has not been done for this general area.

Committee member Green recommends a speed study be done for the area adding that he lives in the general vicinity and sees how everyone drives too fast through the area of concern.

Committee member Smith also spoke of his concern of the sidewalk connection and how it would need to be addressed for ADA compliance standpoint for tripping hazards as well as

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stormwater drainage.

Committee member Weidenhamer made the motion to have a raised speed table installed at the pedestrian crosswalk at Main Street and North Lakeside Drive with Chairman Wood providing the second. In discussion, Committee member Smith asked staff to look closely at the area for safety purposes of the sidewalk tying into the raise pedestrian speed table.

Committee member Green amended the motion to add, to have the Engineering Department review the request to ensure that all the requirements for the installation of a speed table are met, to include ADA sidewalk connection and stormwater. The motion passed 6-0.

B) Re-Surfacing Projects for FY24 (consideration and recommendation to Council)

- Legion Dr - Airport to Beach
- Main Street - US 98 to Airport
- Calhoun Ave - US 98 to Cross
- Matthew Blvd by The Henderson to Scenic 98 and a short section John by the church.

Motion by Committee member Weidenhamer to recommend City Council approval of staff's recommendations to resurface Legion Dr Airport to Beach, Main Street US 98 to Airport, Calhoun Ave US 98 to Cross, and a short section of Matthew Blvd and John Avenue. Committee member Green provided the second and the motion passed 6-0.

C) Sidewalk Rehab Update

Mr. Burgess briefed the members on the recent sidewalks rehabilitation project that were repaired.

4. CONTINUING BUSINESS:

A.) Four Prong Lake Drainage Pump – City Engineer, Ryan Scott

Mr. Scott explained that he is still waiting for Gator Boring to submit the plans for the review process as well as obtaining the necessary temporary construction easements as well as easements through the County's property to be able to maintain the pipe.

B) ADA Plan Update

Mr. Burgess explained that the ADA Plan was adopted by Resolution by City Council and Baskerville Donovan is compiling the data set and transferring it to GIS for an Asset and Management System Database. When the repairs are made, the information can be added to the database, and all of this should be ready to implement by the end of the calendar year.

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Public Works and Emergency Management Update

C) Stormwater Rehab Update:

Mr. Burgess briefed the members on the current status of the projects.

1. Juanita Avenue
2. Calhoun Ave at Hickory Street
3. Benning Drive at Bay Ct
4. Benning Drive at Sibert
5. 541 Sibert Avenue

Four remaining roads:

1. Country Club at Cahaba
2. Indian Bayou Dr at Welaka
3. Okeechobee Ct
4. Pahokee Lane

D) 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 this portion of the public for the subject.

E) Dolphin Point Condominiums – Removal of Public Parking

Mr. Scott explained to the members that this is back before them because the applicant has determined that they also need to vacate a portion of the city right-of-way they have always maintained which this would also allow for them to add a gate within the maintained area.

Motion by Committee member Weidenhamer to recommend the City Council approve the removal of the public parking spaces along the northwest right-of-way of Moreno Point Road, with the understanding that Dolphin Point will request a Vacation of right-of-way through the Vacation of right-a-way process outlined in the Land Development Code at a later date, with Committee member Perman providing the second.

In discussion, Committee member Green asked if the gate is going across the road or just the grass.

Alisa Belcher 30 Moreno Point Road explained that it will be attached to fencing and close across the roadway.

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Committee member Smith spoke of the importance of providing enough turnaround for cars that travel towards their property and realize they can't access it and have to go back in the opposite direction. **With no further discussion, Chairman Wood called for the vote, and the motion passed with a 6-0 vote.**

5. DIRECTOR'S REPORT:

- **Speed Study Analysis**

Mr. Scott informed the member staff is looking to gathering information to implement information into a database for the public to view on GIS Map. The information gathered for a speed study analysis is then implemented to get a better overall picture of issues in the city.

6. DISCUSSION:

- **Committee Member Discussion and Updates:**

A) Chairman Wood – Explained the 30% Design Plan for the Linear Park will be presented to them as well as the Parks & Recreation and the Town Center CRA Advisory Committee so that they can get a recommendation to Council before the end of the year and keep the project going smoothly.

B) Committee member Green – Asked if the streetlights along Airport Road are the LED lights similar to the ones that are Highway 98. Adding that it seems like they are not illuminating the roadway as they should on the residential side of the roadway, especially when it's raining.

- **Public Comment**

Mr. Russell Hendrick, 537 Sibert Ave. explained that a speed analysis was done on his street, but in September, which is the slowest time of the year. He explained that during the summer, people pulling boats and trailer fly down the roadway and the traffic is horrendous. In the study there was a vehicle clocked at over 60 mph. He and his neighbor across the street have put out signs alerting the public to slow down and asked staff to look into the area more closely. Adding that there are now 25 children that live on the street and spoke of how important it is to slow the traffic down in the immediate area because he feels that the average speed is about 45-55 mph.

Mr. Burgess explained the process for the hump policy and what the percentiles are that need to be met in order to qualify for them to go before City Council for approval. He additionally informed Mr. Hendrick that the area did not meet the threshold from the analysis.

Chairman Wood informed staff that he would like to have another speed study analysis set up for the general area when the season start back up at the end of February in order to get a fair analysis done when there is heavier traffic going through the area. Mr. Burgess stated that he would schedule it.

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Committee member Perman suggested having the We Love Our Children signs erected in the general vicinity for something to possibly help right away.

7. ADJOURNMENT:

Having no further business at this time, the meeting adjourned at 6:30 p.m.

Adopted and approved this _____ day of _____ 2023.

John Green, Vice Chairman

Kim Montgomery, Deputy City Clerk

**MINUTES
TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
NOVEMBER 15, 2023 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wernet called the meeting to order at 5:30 PM on Wednesday, November 15, 2023, at the Destin City Hall Annex Council Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

TC Members Present

Lockwood Wernet
Michele Sandstead
Nikki Sweetser
Dorothy Robinson
Joshua Cowsert

Members Absent

Delores Morrell

Staff Present

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

3. MINUTES FOR APPROVAL:

➤ **September 20, 2023**

Motion to approve the September 20, 2023, minutes as written was made by Committee member Sandstead, with Committee member Cowsert providing the second. The motion passed with a 5-0 vote.

4. OLD BUSINESS:

A) Operations Financial Report - Informational purposes only

B) Capital Project Status - Informational purposes only

There were no discussion on these two items

5. NEW BUSINESS:

A) Development and City Projects Update – Daniel Butler

➤ **30% Plans for Linear Park**

Mr. Butler informed the members with the information and informed the members that they would be receiving the hard copy of the 30% conceptual plans from Chairman Wernet for their review. He also informed the members there will be a public meeting with the Public Works/Public Safety Committee and the Parks and Recreation Committee on December 12, 2023, and staff encourages the members to attend.

Committee member Sandstead asked about the grant opportunities. The City Attorney explained Mayor Wagner is working on this with Florida Sun Trails and the information will be made available to them soon.

Committee member Sandstead asked if there is any new information regarding the pickleball courts. According to Mr. Butler, the City Engineer is working on drafting the conceptual plans for Phase I and II and they are currently being reviewed internally by staff. This project is supported by the City Council with the Development Order process starting mid-year of 2024.

6. MEMBER COMMENTS:

Committee member Sandstead provided the members with pictures for the status of the old marlin Christmas decoration that was always located in the right of way entrance of the Town Center District at Regions Bank that is being refurbished and rewired by Tammy Baker, a local business owner, as well as the lights and decorations going up on the light poles.

Committee member Sweetser provided accolades for keeping the work local on the restoration as well as the effort to refurbish it instead of throwing it out and using a generic holiday piece. Since the Marlin has been a sentimental fixture in the community for so long.

Chairman Wernet – Linear Park Preliminary Plans

The Chairman handed out the preliminary 30% plans to the members for review. He spoke of the how Florida Power & Light, for safety reasons, will not allow the areas of rest with park benches and work out stations, that was requested, because of their stringent regulations of the power lines. He explained they will only allow it to be a movement type park setting to prevent people from spending a lot of time in one area. However, they will be allowed in the Jewel Melvin Park. The members also discussed the various areas available for the public to park.

➤ Discussion

There was a brief discussion of the meeting date in December and all the members agreed that they would not meet on December 20, 2023.

7. ADJOURNMENT:

Having no further discussions, the meeting was adjourned at 6:15 PM.

Adopted and approved _____ day of _____ 2023.

Lockwood Wernet Chairman

Kim Montgomery Deputy City Clerk

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**JOINT PUBLIC WORKS/PUBLIC SAFETY/PARKS & RECREATION
TOWN CENTER CRA ADVISORY COMMITTEE MEETING MINUTES
DESTIN CITY HALL BOARDROOM
TUESDAY, DECEMBER 12, 2023 - 5:30 PM**

1. CALL TO ORDER & PLEDGE OF ALLEGANCE:

Chairman Wood called the Joint Public Works/Public Safety/Parks & Recreation Town Center CRA-Advisory Committee to order on Tuesday, December 12, 2023, at 5:30 p.m.

2. ROLL CALL:

<u>Members Present</u>	<u>Town Center Members</u>	<u>Parks & Recreation Members</u>
James T. Wood, Jr.	Lockwood Wernet	Sandy Trammell
John Green	Michele Sandstead	Daniella Piper
Tom Weidenhamer	Nikki Johnson Sweetser	Nikki Johnson Sweetser
John Stephens	Joshua Cowsert	Lisa Mason
Sam Perman	Dorothy Robinson	Leslie Schmidt
Curtis Smith	Delores Morell	
Marcie Bell		

Staff Members Present

Kim Montgomery Deputy City Clerk
Michael Burgess Public Works Director
Ryan Scott City Engineer
Lisa Firth Parks & Recreation Director
Ryan Reed Parks & Recreation Deputy Director
Michael Baird Parks & Recreation Supervisor

3. NEW BUSINESS:

A) Linear Park 30% Plans Discussion – DAG Architects Levi Weigand

Mr. Weigand introduced the staff who are working on the project and explained Mr. Patrick Hodges would be presenting to the committee members and the public.

Mr. Hodges explained the overall expanse of the project from the west end at 98 Palms, to the east end at Airport Road. He spoke of how they have tentatively designed the area that has the highest elevation as a piled boardwalk that gently slopes to grade, and how this plan helps to eliminate the extensive fill that was originally thought would be required. He also mentioned how as part of their earlier renderings, they had included benches and work out stations throughout the length of the trail, however, none of that is allowed per Florida Power and Light's (FPL) standards for use of the easement, for safety purposes. He explained they have made it clear that they do not want to have people lingering under the power lines so, they can only be implemented in the Jewel Melvin Park area.

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Chairman Wood opened the public portion for comments.

Mr. Ron Sandstead asked how wide the trail is proposed to be. According to Mr. Hodges the path is 12 feet wide, which enables emergency and FPL utility trucks to access the pathway, when necessary.

Jason Fulghum asked about emergency vehicles being able to access the entirety of the trail and suggested that the turnaround shown on the plans be made larger so any vehicle could do so without having to back up to get out.

There was additional discussions regarding if the park closes after sunset, like the others how would the people that go in would be policed and if there is a plan for a gate.

Committee member Stephens of the Public Works/Public Safety Committee expressed concern about wanting to see emergency access made easily available.

Mr. Hodges stated that he is not sure that would be possible because without funding available to pay for the cost.

Public Works/Public Safety Committee member Smith questioned the purpose of the boardwalk bridge at the eastern end of the proposed park instead of just building it to the grade. Mr. Weigand explained there is an existing stormwater outfall that is in place and they don't want to impact it, so, part of the reasoning of pushing the trail to the south side away from what has been permitted for the development that there. Mr. Smith suggested it would be easier and more cost effective to have the permit reissued and replace it.

Committee member Cowser of the Town Center CRA Advisory Committee spoke of concern of trash accumulation along the raised areas and questioned what if anything has been considered at this point. According to Mr. Hodges, they have not but did note that he feels that the Parks department would be providing trash receptacles. Adding that they could add a type of catch netting around those elevated walking areas to prevent trash from blowing underneath them.

Committee member Sweetser of Parks & Recreation and Town Center CRA Advisory Committee spoke of how she feels this park, similar to the Dog Park should not have the closure at dusk like the other parks in the city because of the fact that it gets dark early at this time of the year and there could potentially be people that want to use the trail after dark to exercise.

Committee member Mason questioned if there are plans to have restrooms available along the trail and are dogs going to be allowed on leashes. If so, there are going to have to be dog stations available along the trail.

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Parks & Recreation: Motion by Chairwoman Trammell for the Parks and Recreation Committee to recommend City Council accept the 30% conceptual design plans for the Linear Trail and add the addition of bathrooms and dog stations and approve that FPL will install the lighting. Committee member Sweetser provided the second. The motion passed with a unanimous vote of 5-0.

Chairman Wernet moved to adopt the plans and to send the 30% conceptual design plans forward to City Council with the additions previously recommended by the Parks and Recreation Committee, with Vice Chair Sandstead providing the second. The motion passed unanimously.

Committee member Smith of the Public Works/Public Safety Committee pointed out there is a 10-foot wide pedestrian pathway that does not have a connection at Mattie Kelly Blvd. and needs to be addressed. He pointed out the area on the plans where it shows the disconnection at the Rehab facility. Additionally, he feels that the stormwater permit should be revised on the east end of the trail so that the pedestrian bridge can be omitted, because of the high cost.

Committee member Bell stated that this plan is, to her, reminiscent to the Turkey Creek Park in Niceville and spoke of how they have an employee who rides the track on a golf cart and keeps the trash picked up and the kids in control, and suggested to have the Parks Department investigate how they may be able to handle the safety concerns.

Motion by Public Works/Public Safety Chairman Wood, seconded by Committee member Bell to recommend City Council accept the 30% conceptional design plans with the discussed additions of vehicular access and turn arounds along the route, have a vehicle rated option for the east end bridge, one with and one without, and the sidewalk connection at Mattie Kelly corrected. The motion passed unanimously.

Chairman of the Public Works/Public Safety Committee Jim Wood, second Parks and Recreation Chairwoman Sandy Trammell to recommend to City Council to accept the 30% Conceptual Linear Park Plans with the discussed amendments. The motion passed with unanimous support from all of the members on all three committees.

4. CONTINUING BUSINESS:

Public Works and Emergency Management Update

D) 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 this portion to the public for the subject.

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5. DISCUSSION:

➤ **Committee Member Discussion and Updates:**

Committee member Smith – Asked staff if there were any plans to continue repaving Scenic Hwy. 98 eastward past Cobia. Mr. Burgess informed him not for at least the next couple of years but that is also dependent upon funding. Committee member Smith noted that there is significant cracking, as well as in the same area that had the problem in the past.

Committee member Perman – Asked when the flashing lights were scheduled to be installed on the west end of James Lee Park. According to Mr. Burgess, they have encountered problems with the location because it would partially hang over on the roadway and the sidewalk therefore, staff needs to come up with some kind of alternative solution.

Committee member Bell – Asked about the amount of funds allocated and the status of the pedestrian flashing beacon lights she previously spoke of at a past meeting where they were asked to provide input for the Pedestrian Mobility Plan. She continued that she had requested two that are needed to be installed, one at Norriego Point Road intersection and one at the Moreno Point Road intersection.

Chairman Wood stated that he already plans to bring this discussion up at their meeting in January.

Committee member Green – Thanked staff for their hard work throughout the year and wished everyone a Merry Christmas and Happy New Year.

7. ADJOURNMENT:

Having no further business at this time, the meeting adjourned at 6:40 p.m.

Adopted and approved this _____ day of _____ 2023.

James T. Wood, Jr, Chairman

Kim Montgomery, Deputy City Clerk

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**MINUTES
HARBOR COMMUNITY REDEVELOPMENT
AGENCY ADVISORY COMMITTEE MEETING
DECEMBER 13, 2023 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Green called the meeting order at 5:30 p.m. on Wednesday December 13, 2023, in the Destin City Hall Council Chambers.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

<u>Present</u>	<u>Members Absent</u>	<u>Staff Present</u>
James Green	Christian Myers	Kim Montgomery Deputy City Clerk
Sandy Trammell	Mike Buckingham	Steven O'Connor Principal Planner (Zoom)
Guy Tadlock	Casey Jones	Daniel Butler Senior Planner
Ian Blaise		Christopher Willis, Planner
		Rachel Hoag Planner
		Kimberly Kopp City Attorney

3. APPROVAL OF MINUTES: August 9, 2023, Workshop Minutes

Motion to approve the minutes of the August 9, 2023, Workshop Minutes was made by Committee member Trammell with Chairman Green providing the second. The motion passed 4-0.

4. OLD BUSINESS: None

5. NEW BUSINESS:

➤ Development Projects Update – June 2023

Sandy Trammell asked about the historical overlay and the reasoning why it was created.

According to Mr. Butler, it was basically created to preserve the character of the old homes along the harbor front that used to be residential homes but are now being used as restaurants and bars.

Committee member Tadlock questioned staff about the status of the intersection improvements at Stahlman Avenue and Highway 98.

Mr. O'Connor explained that the Engineering Dept. is working with the city's consulting firm to look at elements of the intersection to make recommendations to FDOT to determine what can be done to make the intersection work better. However, there are not any design plans that staff can provide at this time.

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Committee member Blaise asked for an update on the Norriego Point Park construction status. According to the City Attorney, the contractor had to request for an extension for the roadway construction, and it was extended to February 29, 2024. This extension was needed because the contractor discovered the harbor crossing pipe was not the size they were informed it was by DWU. So, when they got into the utilities portion of the construction, they had to halt so the plans could be redesigned to what is actually in place. She further explained that once the asphalt is down, FDEP will then bid out the project to the public for a contractor.

➤ **Master Plan Update: 3TP Ventures – Michael Callahan & Lauren Witt**

Mr. Callahan explained the reason they are presenting to them one last time is because they want to ensure that the Master Plan correctly reflects what the committee's priorities are. Once the final draft is ready, they will come back and present it to them so they can in turn make the recommendation for approval by the City Council. He spoke of how this committee's two main concerns are connectivity and safety and the following were identified:

- Convenient parking options near the Destin Harbor
- Vehicular, bicycle, and pedestrian travel within the Harbor District, and specifically from parking areas to the Destin Harbor
- Extending the Harbor Boardwalk to provide more waterfront connectivity.
- Harbor Boardwalk safety enhancements
- Vehicular, bicycle, and pedestrian safety enhancements throughout district, but specifically from north of Harbor Blvd to the Harbor

Additionally, Mr. Callahan covered the following eight priority projects they previously ranked and asked if they are still in the correct order. He also noted that some of these projects are part of the Mobility Plan, therefore they may have other avenues for funding.

- Marler Street Parking Garage
- Completion of the Cross Town Connector
- Land Acquisition and Design for Phase II of the Harbor Boardwalk
- Sidewalk/Bike Lane Improvements
- Harbor Boardwalk Safety Improvements
- Parking Deck (Zerbe Street)
- Harbor Boardwalk East Extension
- Intersection Improvements

There was a brief discussion regarding the two parking priorities and how now that the property next to the bridge has been acquired, the Zerbe Street parking deck may need to be placed in the number one position.

Mrs. Witt spoke of how this document is fluid and they can always change the priorities, as long as the projects are in the plan, the funds can be used.

Committee member Trammell asked if the Historical Overlay falls anywhere into the plan.

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According to Mr. O'Connor, it is in the Land Development Code, and does not impact the Harbor Master Plan because it's not tied to anything financially. Additionally, once the LDC rewrite starts, that will be brought forward for the Harbor CRA's input.

Committee member Blaise spoke of how he would like to have the Intersection Improvements moved up to the number six position, merely because it is not projected to cost as much as the Harbor Boardwalk East Extension would, and therefore may get funded quicker. He then questioned the feasibility of the property owners allowing the boardwalk to run north along their property to the park.

Chairman Green spoke up and stated that anything past the acquired property has not been designed, and since it's included in the plan, it may be a possibility, but if it can be actually done is another issue. There was additional discussions regarding the bridge replacement and if it would impact the future boardwalk plan to go under the bridge and connect to the acquired property. The City Attorney stated that staff has been in contact with FDOT and as soon as any additional information is made available, it will be shared with them.

Mr. O'Connor also added that the boardwalk extension can only be placed in one certain area on either side and should not be affected by a bridge replacement and if it is, it would be minimal and could easily be replaced.

Committee member Trammell moved to integrate the findings for the Phase II Memorandum from 3TP Ventures into the Harbor CRA Master Plan final draft, with Committee member Blaise providing the second to the motion. A roll call vote of 4-0 and the motion passed unanimously.

Member Comments:

Committee member Trammell spoke of how well the joint meeting that took place the night before regarding the Linear Park initial 30% plans. She also informed everyone that she would be out of the country for their January meeting.

Committee member Tadlock asked what work is being done west of Banana Barts. Staff informed the members that Pelican Ventures owns the property and is in the process of improving the parking for offsite parking and stormwater to comply for their parasail business.

5. ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 6:25 PM.

Adopted and approved this ____ day of _____ 2023.

Capt. Jim Green, Chairman

Kim Montgomery, Deputy City Clerk

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Louis Zunguze, Interim City Manager

FROM: Jamie Dittmer, Human Resources Manager
Kimberly Kopp, City Attorney

DATE: January 1, 2024

SUBJECT: Interim City Manager Contract

I. BACKGROUND: On December 11, 2023, the City Council appointed Louis Zunguze as Interim City Manager, effective January 2, 2024. Attached is a contract for the interim city manager position that furthers such Council directive.

II. DISCUSSION: The proposed Interim City Manager contract is in the City's existing form, and was used for the prior interim city manager. It provides that Mr. Zunguze will serve at the pleasure of the City Council, and recognizes the following legislative findings:

WHEREAS, "There shall be a city manager *who shall...serve at the pleasure of the city council*" Article IV, Section 4.01, Destin City Charter (emphasis added); and

WHEREAS, Article IV, Section 4.02, of the Destin City Charter states: "The city manager shall be appointed by the council subject to a 70 percent vote of approval by the council"; and

WHEREAS, Article IV, Section 4.03, of Destin City Charter states: "The compensation for city manager shall be fixed by the council"; and

WHEREAS, Article IV, Section 4.04, Destin City Charter states: "Any vacancy in the office of city manager shall be filled by the city council"; and

WHEREAS, the Destin City Council desires to hire an Interim City Manager, whom shall assume all powers of the City Manager position, subject to this Agreement, and whom will serve only in the Interim capacity in order to provide stability to the City and City staff in the transition from the prior City Manager to a new City Manager; and

WHEREAS, while the official title of the Interim City Manager position contains the term

"Interim", to avoid minimizing the importance of the Interim City Manager position, the Interim City Manager may elect to simply use the title of City Manager on any official documents, communications, etc.; and

WHEREAS, on December 11, 2023, at a regular City Council meeting the Destin City Council expressed the desire to appoint Louis Zunguze at the Interim City Manager effective January 2, 2024; and

WHEREAS, the City Council has affirmatively determined that the services of Mr. Zunguze as Interim City Manager serves a legitimate public purpose and is in the best interest of the City; and

WHEREAS, Mr. Zunguze has indicated a willingness to accept the duties, obligations and responsibilities and render service to the City as its Interim City Manager, pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, on January 2, 2024, Louis Zunguze commenced serving as the Interim City Manager for the City of Destin since that date; and

WHEREAS, Mr. Zunguze is the current Community Development Director for the City of Destin, and shall continue in both roles as Interim City Manager and Community Development Director during the term of this Agreement; and

WHEREAS, Mr. Zunguze shall be guaranteed the right to return to that position once his role as Interim City Manager has concluded;

WHEREAS, the City Council desires to appoint and employ Louis Zunguze as the Interim City Manager for the City, and Louis Zunguze has accepted the appointment/job offer; and

WHEREAS, this Agreement is retroactive to January 2, 2024, and shall continue until a permanent City Manager is hired and has started working.

In other words, the proposed Interim City Manager contract provides that Louis Zunguze will act as Interim City Manager until such time as a permanent City Manager is selected or as otherwise determined by the City Council, in the Council's direction. The Interim City Manager will assume all powers and duties of the City Manager, and reports directly to the City Council.

All benefits and duties are listed in the attached contract, and the Human Resources Director is available for any questions. The proposed Interim City Manager contract is almost identical to that contract previously used by the City, except that the current Interim City Manager will act in both the City Manager and Community Development Director role, and there is a 15% additional compensation for the dual role. Consistent with the prior Interim City Manager contract utilized by the City, the agreement guarantees that the Interim City Manager will be permitted to return to his role as Community Development Director at the conclusion of his role as Interim City Manager.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): Salary consistent with prior City Manager, plus 15% for continued role as Community Development Director.

- C. **Level of Service (LOS)**: 1. Financially sound city providing service excellence.
- D. **Legislative Sponsor**: City Council on December 11, 2023.

III. **CONCLUSION**: Staff recommends approval of the Interim City Manager Contract.

IV. **RECOMMENDED MOTION**: I move to approve the proposed Interim City Manager Contract, effective January 2nd, 2024.

Attachments:

- 1. Interim City Manager Contract - Louis Zunguze

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT FOR
THE CITY OF DESTIN, FLORIDA

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this 8th day of January, 2024, by and between the City of Destin, Florida, a Florida municipal corporation (hereinafter referred to as "**City**"), the Destin City Council (hereinafter referred to as "**City Council**" or "**Council**"), and Alois Louis Zunguze (hereinafter referred to by name, "**Mr. Zunguze**" or as "**Interim City Manager**").

RECITALS

WHEREAS, "There shall be a city manager *who shall...serve at the pleasure of the city council*" Article IV, Section 4.01, Destin City Charter (emphasis added); and

WHEREAS, Article IV, Section 4.02, of the Destin City Charter states: "The city manager shall be appointed by the council subject to a 70 percent vote of approval by the council"; and

WHEREAS, Article IV, Section 4.03, of Destin City Charter states: "The compensation for city manager shall be fixed by the council"; and

WHEREAS, Article IV, Section 4.04, Destin City Charter states: "Any vacancy in the office of city manager shall be filled by the city council"; and

WHEREAS, the Destin City Council desires to hire an Interim City Manager, whom shall assume all powers of the City Manager position, subject to this Agreement, and whom will serve only in the Interim capacity in order to provide stability to the City and City staff in the transition from the prior City Manager to a new City Manager; and

WHEREAS, while the official title of the Interim City Manager position contains the term "Interim", to avoid minimizing the importance of the Interim City Manager position, the Interim City Manager may elect to simply use the title of City Manager on any official documents, communications, etc.; and

WHEREAS, on December 11, 2023, at a regular City Council meeting the Destin City Council expressed the desire to appoint Louis Zunguze as the Interim City Manager effective January 2, 2024; and

WHEREAS, the City Council has affirmatively determined that the services of Mr. Zunguze as Interim City Manager serves a legitimate public purpose and is in the best interest of the City; and

WHEREAS, Mr. Zunguze has indicated a willingness to accept the duties, obligations and responsibilities and render service to the City as its Interim City Manager, pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, on January 2, 2024, Louis Zunguze commenced serving as the Interim City Manager for the City of Destin since that date; and

WHEREAS, Mr. Zunguze is the current Community Development Director for the City of Destin, and shall continue in both roles as Interim City Manager and Community Development Director during the term of this Agreement; and

WHEREAS, Mr. Zunguze shall be guaranteed the right to return to that position once his role as Interim City Manager has concluded;

WHEREAS, the City Council desires to appoint and employ Louis Zunguze as the Interim City Manager for the City, and Louis Zunguze has accepted the appointment/job offer; and

WHEREAS, this Agreement is retroactive to January 2, 2024, and shall continue until a permanent City Manager is hired and has started working.

WITNESSETH:

The recitals outlined above are true and correct, and are incorporated into, and a part of this Agreement, as if set forth fully herein. In consideration of the mutual promises hereinafter set forth, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City Council appoints Mr. Zunguze to be the Interim City Manager, as follows:

1. EMPLOYMENT AND TERM: The City Council appoints, Mr. Zunguze as Interim City Manager of the City of Destin, Florida, pursuant to the Charter of the City of Destin, effective January 2, 2024, until either: (1) the City Council appoints a permanent City Manager, (2) The City Council, upon a majority vote, votes to appoint a different Interim City Manager to replace Mr. Zunguze to return Mr. Zunguze to his role as Community Development Director, or (3) Mr. Zunguze requests to be returned to his role as Zunguze shall serve as Interim City Manager for an indefinite term, subject to the terms and conditions set forth in this Agreement. Mr. Zunguze has the option to apply for the permanent position of City Manager for so long as the position is open to public applicants.

2. SERVE AT THE PLEASURE OF CITY COUNCIL: Pursuant to Article IV, Section 4.01, of the Destin City Charter, in the capacity of City Manager, Mr. Zunguze serves at the pleasure of the City Council. By executing this agreement, Mr. Zunguze stipulates that any duties prescribed herein, are in conformity with the Charter, and that this Agreement is an accurate interpretation of his obligation to serve at the pleasure of the City Council. However, it is recognized by both parties to this agreement that Mr. Zunguze has been promoted to this position from the position of Community Development Director, which is a position that does not serve at the pleasure of the City Council. If the City Council is not satisfied with Mr. Zunguze's performance as Interim City Manager, then they can, at any time by majority vote, reassign him from the Interim City Manager position, and he will return to his role as permanent Community Development Director. No recommendations or actions taken by Mr. Zunguze as Interim City Manager shall be held against him when he returns to his permanent position of Community Development Director.

3. INTERIM CITY MANAGER HAS ALL RIGHTS OF CITY MANAGER: The City Council is appointing all of the City Manager powers, including those found in the Charter, to Mr. Zunguze. Mr. Zunguze may omit the use of "Interim" on any business cards, the City website, official City communications, and any other official City documents. However, Mr. Zunguze

contractually agrees that his position is interim, and that it is not meant to be permanent unless Council determines otherwise, and that he will return to his prior position of Community Development Director, by operation of law, once the City Council appoints a permanent City Manager.

4. BENEFITS: The City shall provide Mr. Zunguze with all of the benefits accruing to City to prior City Managers:

- a. Provide car allowance at \$500 per month.
- b. The Interim City Manager is entitled to 18 vacation days per year accruing at the rate of 3.7 hours per pay period as established under standard City personnel policies with any unused vacation days accruing in accordance with the same. Upon termination of this Agreement by either party, the Interim City Manager shall be paid for each vacation day accrued at his current salary as Interim City Manager.
- c. Pay for life insurance with the City's group life underwriter in the amount of the Interim City Manager's base salary.
- d. Annual salary, prorated per month, is \$176,688.97. This amount is equivalent to the base annual salary received by the previous City Manager, Lance Johnson, at the time of his resignation, for each month that Interim City Manager serves as Interim City Manager, plus an additional 15% of such salary, for compensation in Mr. Zunguze's continued role as Community Development Director.
- e. The City will provide the Interim City Manager with a cell phone and data plan for unlimited use as defined by the City accepted service plan. Mr. Zunguze will have his plan upgraded to the same plan that the prior City Manager used, for as long as he is Interim City Manager.
- f. The City agrees to pay Interim City Manager's professional dues for membership in the International City and County Management Association, and the Florida City and County Management Association. If Interim City Manager has already paid his dues for this year, then he shall be reimbursed the cost of his membership in each organization, upon presentment of his invoices to the City Finance Director.
- g. The City requires the Interim City Manager to be devoted to the City during this transition period, and recognizes that the opportunity to be the Interim City Manager is an opportunity greater than attending any conferences or seminars. If the Interim City Manager serves as Interim City Manager until the permanent City Manager is retained, then the Interim City Manager shall receive an additional three (3) paid vacation days, on top of what he is already entitled to under this agreement, and under his title of Community Development Director.

5. DUTIES: The Interim City Manager has a duty to serve at the pleasure of the City Council, which includes the following duties:

- a. The Interim City Manager shall not take any action that contradicts the position/direction that the City Council takes upon a majority vote, nor shall Interim City Manager willfully disregard the directives of the City Council.
- b. The Interim City Manager recognizes that the City government exists first and foremost to serve the citizens of Destin, and that the members of the City Council are the duly elected representatives of the citizens of Destin. Accordingly, the Interim City Manager owes a duty of loyalty to the City Council, because the Interim City Manager is the chief executive of the City government's administrative component, and the City government exists first and foremost to serve the citizens of Destin.
- c. The Interim City Manager shall report to the City Council and shall perform his duties as Interim City Manager under the direction of the City Council, and he shall answer to the City Council. Individual City Councilmembers cannot individually mandate that the Interim City Manager perform any task, outside of those items expressly mentioned in the City Charter, Code of Ordinances, and other state law.
- d. The Interim City Manager shall not act outside of the duties assigned to him by the City Council, the Charter, or any City ordinances.
- e. If the Interim City Manager disagrees with a direction or task given to him by the City Council at a public meeting, of any kind, then the Interim City Manager shall immediately communicate his disagreement to the City Council at the public meeting. Otherwise, the Interim City Manager waives any objection he has to the task assigned by the City Council. The intent of this provision is to encourage the Interim City Manager be transparent with the City Council, as the City Council prefers clarification up front, in lieu of the Interim City Manager remaining silent, and simply refusing to perform the task given to him. It is a better practice to provide clarification up front, because it maintains trust between the City Council and the Interim City Manager, and ultimately with staff.
- f. If the City Council directs the Interim City Manager to contact any County Commissioners, or the members of another municipality's city council, then the Interim City Manager shall not simply contact the head administrative official for the other board, and expect the message to be relayed to the other board's members. Instead, the Interim City Manager, or his designee, shall contact the members of the other board directly to communicate what the City Council directs it wants communicated.
- g. The Interim City Manager shall entrust all of the City's legal work to the City Attorney, other attorneys approved by a vote of the City Council, and any litigation attorneys approved by a vote of the City Council. The Interim City Manager shall not hire any attorneys to perform work for the City, without both notifying the City Attorney, and then obtaining approval by a majority vote of the City Council. This process shall be utilized even if the Interim City Manager elects to pay for an attorney out of the Interim City Manager's discretionary fund.
- h. The Interim City Manager shall, as soon as reasonably practicable, provide to the City Council any information about a potential or current department head that could affect the City's public image, or whom has committed an action that could cause the City to be sued for anything other than a tort that is limited by sovereign immunity.

- i. If, at a public meeting, pursuant to the express duty of the Interim City Manager to serve at the pleasure of the City Council, which is contained in Article IV, Section 4.01, of the Destin City Charter, a majority of the City Council vote to direct the Interim City Manager, pursuant to Article III, Section 3.08 (c), of the Destin City Charter, to take action in a manner consistent with the powers afforded to the City Council, whether expressly or implicitly, pursuant to Article III, Sections 3.08(b), 3.12(b){l}, or 3.14, of the Destin City Charter, then the Interim City Manager shall abide by the City Council's direction and perform any administrative functions that are required to implement the majority vote of the Council. The City Council and the Interim City Manager stipulate and agree that this subsection is a reasonable interpretation of their shared powers found in Article I, Section 1.01(a) of the Destin City Charter, and also the powers, afforded to the City Council pursuant to Article III, Sections 3.08(b), 3.12(b)(l), and 3.14, of the Destin City Charter, and Article IV, Section 4.01, of the Destin City Charter. The City Council and the Interim City Manager further stipulate and agree that, as the City's only elected officials, and the City's sole legislative body, the City Council alone represents the will of the City's citizens and that the City Council is the ultimate authority on what is to be "deemed to be in the best interest of the city..." as the phrase is used in Article IV, Section 4.05(e), of the Destin City Charter. The City Council and the Interim City Manager further agree and stipulate that the Interim City Manager shall take whatever necessary actions, including the preparation, negotiation, and submittal to the City Council of any contractual agreements required to ensure that the best interests of the City are preserved. However, for any such agreements, mentioned in the previous sentence, to be binding, then the agreements shall require approval of the City Council by a majority vote. Finally, this provision does not excuse any additional requirements found in the Charter or City Code Ordinances, to utilize resolutions or ordinances, if expressly required, as the means of implementing any actions that flow from this subsection.
- j. Other than City Council appointees, the Interim City Manager shall hire, fire, and reassign all other employees of the City, without interference of the City Council.
- k. The Interim City Manager shall be required to obtain the consent of the City Council, via a majority vote of the City Council, to re-assign, re-classify, transfer, or re-define any of the appointed Department Heads, or Deputy City Manager.
- l. In addition to performing the functions and duties specified in the City Charter, City Ordinances and Florida Statutes, the Interim City Manager shall perform such other tasks and functions that the City Council assigns, by majority vote of the City Council.
- m. The Interim City Manager owes a duty to both the City and the City Council over the International City/County Management Association ("ICMA"), the Florida City and County Management Association ("FCCMA"), and the Florida League of Cities ("FLC"). While each organization is important, all 3 organizations are voluntary organizations, whom promulgate rules and regulations that are merely suggestive and are not legally binding. If the Interim City Manager feels he cannot comply with an assignment given to him by the City Council, due to a perceived conflict with a rule promulgated by any of the three organizations listed, then the Interim City Manager, within 3 days of receipt of the instruction from Council to perform the task in question, shall resign as Interim City

Manager, and shall immediately resume his duties as permanent Community Development Director. No fault shall be attributed to the Interim City Manager, by the City Council, if the Interim City Manager resigns per this subsection and returns to his director position, because the City Council respects the Interim City Manager's personal convictions.

- n. In the event that Mr. Zunguze is temporarily unable to perform his duties for any reason, then he shall designate an Acting City Manager.
- o. All such duties shall be performed within the timeframes or deadlines as set by the City Council, or imposed by law, applicable policy, or rule. Absent an expressly imposed deadline, Mr. Zunguze shall perform his duties within a reasonable period of time and with due regard for promptness, diligence, and professionalism.

6. RETURN TO PRIOR POSITION: The Interim City Manager served as Community Development Director prior to and simultaneously with his employment as Interim City Manager. Upon termination of his term as Interim City Manager or upon the date that the new permanent City Manager takes office, whichever comes first, he will return to his prior city position as Community Development Director, only. Upon his return as Community Development Director, Mr. Zunguze's annual base salary shall be increased by fifteen percent (15%), effective immediately on his return to that position. This adjustment is in accordance with Section III (A)(I) of the Administrative Procedures for Temporary Assignments. Mr. Zunguze has been assigned other assignments that have become a permanent addition to his responsibilities however the compensation commensurate with these responsibilities has been omitted from the budget.

7. AT-WILL EMPLOYEE: The Interim City Manager shall serve at the pleasure of the City Council, and the City Council may terminate this Agreement, at any time during the term of this Agreement, for any reason or for no reason. Termination of the Agreement will simply re-assign the Interim City Manager back to his position as Community Development Director.

8. AGENDAS FOR CITY COUNCIL MEETINGS: Under Florida law, there is no legal requirement to formulate an agenda, however, it is a Council policy to strive to generate them for each meeting. Thus, the City Council has the authority to ultimately set the agenda for their council meetings, and per the Charter, any individual member of the Council is permitted to contact the Clerk to place an item on the agenda. There is no administrative authority that supersedes that of the City Council regarding the formulation of the Agendas. The City Manager shall not unilaterally remove, or refuse to place items on the agenda if the items are those directed by the Council to be placed on the agenda. Once an item is placed on an agenda by the Council, then only a vote of the Council can remove the item from the agenda. Once an item is placed on an agenda by an individual member of Council, then only the individual member, or vote of the Council, can remove the item from the agenda. No single member of the Council, or the Mayor, has the right to remove items placed on the agenda by anyone else.

The Interim City Manager shall refrain from interfering with the City Clerk's performance of his duties to the City Council, and the Interim City Manager shall never order, direct, or willingly permit the City Clerk to refuse a direction from the City Council that relates to the placement of items on the agenda for any public meetings.

9. CRITICISMS, COMPLAINTS, AND SUGGESTIONS: The City Council, individually or collectively, shall refer in a timely manner, either in private, or at public meetings, all substantive criticisms, complaints, and suggestions called to the City Council's attention to the Interim City Manager to be investigated, study, or otherwise looked into. The Interim City Manager shall report back to the City Council within two weeks, the results of any investigation or study.

10. LEGAL OPINION ON AGREEMENT: If the Interim City Manager seeks the opinion of the City Attorney regarding the interpretation of this agreement, then the Interim City Manager shall be indemnified, and held harmless in any administrative, ethical or legal action for relying upon the opinion of the City Attorney regarding any action that the City Attorney recommends be taken.

11. INDEMNIFICATION: The City agrees, pursuant to Section 111.07, Florida Statutes to defend, save harmless, and indemnify the Interim City Manager against any administrative, ethical or legal action suffered as a result of any act, event, or omission of action that the Interim City Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will reimburse the Interim City Manager for any attorney fees and costs he incurs as well as compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the Interim City Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the Interim City Manager shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as Interim City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

12. DISABILITY: If the Interim City Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of two consecutive weeks beyond any accrued leave, the City shall have the option to terminate this agreement.

13. HOURS OF WORK: The City requires the full-time service of its Interim City Manager. Interim City Manager will dedicate no less than an average of forty (40) hours per week in the performance of his duties as Interim City Manager and Community Development Director. Interim City Manager agrees to remain in the exclusive employ of the City during the term of this agreement, and not to become employed by any other employer during this period without the prior formal City Council approval of the additional employment.

14. EMERGENCIES: During times of emergency (specifically Tropical Cyclones, Depressions, Storms, and Hurricanes), Interim City Manager shall remain on call and available seven (7) days a week for the duration of any declared state of emergency, and shall only be relieved of this additional duty upon confirmation that both the state of emergency is lifted, and any curfew imposed by law enforcement or the National Guard is lifted. Additionally, Interim City Manager shall ensure that all members of the City Council are provided the necessary credentials to return, and operate within the City immediately after any storm passes through the area.

15. NO ATTORNEY'S FEES: If any litigation or arbitration is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation or arbitration shall not be entitled, in addition to such other relief as may be granted, to any reasonable attorney's fees and expenses incurred in connection therewith.

16. VENUE: The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else.

17. JURY TRIAL WAIVER: THE PARTIES FURTHER AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT WOULD INVOLVE COMPLICATED AND DIFFICULT FACTUAL AND LEGAL ISSUES. THEREFORE, ANY ACTION BROUGHT BY ONE PARTY, ALONE OR IN COMBINATION WITH OTHERS AGAINST THE OTHER PARTY, WHETHER ARISING OUT OF THIS AGREEMENT OR OTHERWISE, SHALL BE DETERMINED BY A JUDGE SITTING WITHOUT A JURY.

18. SOVEREIGN IMMUNITY: Nothing in this Agreement is intended to nor shall be construed to waive the City's rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

19. FAIR AND MUTUAL NEGOTIATION: The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

20. COUNTERPARTS: This Agreement 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. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

21. EFFECTIVE DATE: The effective date of this Agreement shall be January 2, 2024.

22. SAVINGS CLAUSE: If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid, unenforceable, or void, then the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.

23. INTEGRATION: This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous negotiations, promises, covenants, agreements, or representations.

IN WITNESS WHEREOF, the City Council has caused this Agreement to be signed and executed on its behalf by the Mayor; and Mr. Zunguze has signed and executed this Agreement, effective on the date last executed.

**EMPLOYEE/INTERIM
CITY MANAGER**

**CITY COUNCIL
CITY OF DESTIN**

A. Louis Zunguze
City Manager

Bobby Wagner, Mayor

Dated _____

Dated _____

**Approved as to legal form and sufficiency
For the City of Destin, only:**

Kimberly Romano Kopp
City Attorney

Dated _____

ATTEST:

Rey Bailey, City Clerk

Dated _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Michael Burgess, Public Services Director
Krystal Strickland, Finance Director

DATE: January 3, 2023

SUBJECT: Options for Median Maintenance and Proposed Extension of ZIIC Continuing Services Contract

I. BACKGROUND: The medians/shoulders of US98 and selected City rights-of-way have been maintained by ZIIC Outdoors since July of 2020.

II. DISCUSSION: This agenda item discusses options for Council consideration for median maintenance. The Public Works Director is recommending a one-year extension of the contract currently held by ZIIC, to terminate on December 31, 2024.

ZIIC provides mowing, edging, weed control and other landscaping services to the City of Destin and has for two years. The areas maintained include the US98 corridor, Airport Road, Main Street, Scenic 98, Legion Drive and Mountain Drive.

On Tuesday December 12th, City Staff and ZIIC's Operations Manager, Rick Larrick, performed a City-wide inspection of those areas that ZIIC maintains. The goal of this meeting was to identify opportunities to beautify our medians by removing older plant material and replacing it with low-growing ground cover and sod. ZIIC will be submitting quotes to perform this work on Main Street, Mountain Drive, Airport Road, and other selected locations, while other tasks could be performed in-house.

Council could also consider a shorter term with ZIIC (such as 6 months) while staff further reviews additional alternatives:

1. Council could approve a 6-month extension with ZIIC Outdoors, with direction to the City Manager to advertise a new RFB for these services and to award a contract starting at the end of the six months, on or about July 1, 2024. The effect on the City's budget for this alternative is unknown at this time, but would be brought to Council in the Spring of 2024.

2. Council could approve a 6-month extension with ZIIC Outdoors, with direction to the City Manager to secure the necessary equipment and personnel to perform these functions in-house starting July 1, 2024. The effect on budget for this alternative is unknown at this time, but would be brought to Council in the Spring of 2024. Note that the annual personnel expenses for hiring 4 Maintenance Technicians for the Public Works Department is \$250,294.00. (assuming an average starting salary of \$18.45/hr.). Mowers and other equipment for initial startup is estimated at \$120,000 (3 stand up mowers, weed eaters, Truck and trailer, etc.). Other costs associated with bringing these services in-house will include fuel, routine maintenance for new and existing equipment, additional vehicle insurance, etc.

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 original contract with ZIIC was awarded by Council at their meeting on June 15, 2020. The December 12, 2022 extension approved by Council included a price adjustment that reflects current pricing. Both documents are included as attachments.

Funds were budgeted in the FY 2024 Adopted Budget to cover this expense as follows:

	0154183- 546000 GF Median Maint	10255231- 546001 TownCenter CRA	11055235- 546001- Harbor CRA	TOTAL
Maintenance	\$ 123,430	\$ 78,720	\$ 40,610	\$ 242,760
FY24 Adopted Budget	123,430	78,720	40,610	242,760
Budget Transfers/Amendments	-	-	-	-
Revised Budget	123,430	78,720	40,610	242,760
Previous Expenses/Encumbrances	-	-	-	-
Available Program Budget	123,430	78,720	40,610	242,760
This Agreement +/-	\$ (117,875)	\$ (74,000)	\$ (37,000)	\$ (228,875)
FY24 Remaining Program Budget	\$ 5,555	\$ 4,720	\$ 3,610	\$ 13,885

PO Line#	Unit Price	qty	unit	Net Price	ORG	ORG Desc
1 Harbor Blvd (Marler Bridge to Airport Rd)	\$ 1,541.67	12	MO	\$ 18,499.98	10255231	TC
1 Harbor Blvd (Marler Bridge to Airport Rd)	\$ 1,541.67	12	MO	\$ 18,499.98	11055235	Harbor
2 US 98 (Airport Rd to Matthew Blvd)	\$ 4,625.00	12	MO	\$ 55,500.00	0154183	Gen
3 US 98 (Matthew Blvd to Kel-Wen)	\$ 1,156.25	12	MO	\$ 13,875.00	0154183	Gen
4 US 98 (Kel-Wen Circle to Walton County)	\$ 2,500.00	12	MO	\$ 30,000.00	0154183	Gen
5 Mountain Dr	\$ 1,541.67	12	MO	\$ 18,500.00	11055235	Harbor
6 Main Street	\$ 925.00	12	MO	\$ 11,100.00	10255231	TC
7 Legion Dr	\$ 616.67	12	MO	\$ 7,400.00	10255231	TC
8 Airport Road	\$ 3,083.33	12	MO	\$ 37,000.00	10255231	TC
9 Scenic 98 (Matthew Blvd to Walton County)	\$ 1,541.67	12	MO	\$ 18,500.00	0154183	Gen
	\$ 19,072.91			\$ 228,874.96		

C. Level of Service (LOS): Continued landscaping maintenance on selected City Streets and US98.

D. Legislative Sponsor:

III. CONCLUSION: If approved in its current proposed form, the City Manager will sign a

contract to extend the City's partnership with ZIIC Outdoors for 12 months.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to execute the proposed contract extension with ZIIC Outdoors from January 1, 2024 through December 31, 2024.

Alternate Motion 1: I move that the City Manager be authorized to execute a 6-month contract extension with ZIIC Outdoors from January 1 thru June 30, 2024 and direct the City Manager to advertise a RFB for these services as soon as possible and to bring back a recommendation and budget information by May of 2024.

Alternate Motion 2: I move that the City Manager be authorized to execute a 6-month contract extension with ZIIC Outdoors from January 1 thru June 30, 2024 and direct the City Manager to bring back budget information and a recommendation by May of 2024 on how to secure the necessary equipment and personnel to begin performing these services in-house.

Attachments:

1. Principal Agreement_2020_ZIIC Outdoors, LLC 2020 Misc Median _ ROW Maintenance Contract
2. 2020_Principal Agreement's Existing Appendix A

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS MEDIAN AND RIGHT-OF-WAY MAINTENANCE CONTINUING SERVICES CONTRACT

On June 15, 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of ZIIC Outdoors, LLC), herein referred to as the **Contractor**, to supply miscellaneous median and right-of-way maintenance for certain City-owned and maintained properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS MEDIAN AND RIGHT-OF-WAY MAINTENANCE CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

This Contract is for supplying the City with all applicable miscellaneous median and right-of-way maintenance work for specific City properties and FDOT rights-of-way. 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 **June 22, 2020** through **September 30, 2021** and is for supplying the City with miscellaneous median and right-of-way maintenance services. Upon the agreement of both parties, this contract is eligible for up to four one-year renewals.

4. Time for Performance:

The Contractor agrees to provide median and right-of-way maintenance 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 Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

ZIIC Outdoors, LLC
~~662 Crowder Road~~ → P.O. Box 256
DeFuniak Springs, FL 32433

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 1st day of JULY, 2020.

ATTEST:

CITY OF DESTIN

Rey Bailey
City Clerk

By: Lance Johnson
Lance Johnson
City Manager

As to Legal Form:

[Signature]

Kyle Bauman, Esq.
City Attorney

Nichelle Jo
Witness

Kirsty Monzel
Witness

ZIIC Outdoors, LLC
CONTRACTOR:

By: Carmie A. Williams
(Signature)

CARMIE A. WILLIAMS
(Printed Name)

Its: OWNER / OFFICE MGR.
(Title)



DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

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BID FORMS & MAPS (EXHIBITS A, B, & C)

ADDENDUM NO. 1

SITE PLAN: CHEMICAL & FERTILIZATION PROGRAM

COMPANY PROFILE

RESUMES/EXPERIENCE OF TEAM, WORK EXPERIENCE, CURRENT PORTFOLIO, REFERENCES,
CERTIFICATIONS/LICENSING, ETC.

REFERENCES

CERTIFICATE OF INSURANCE

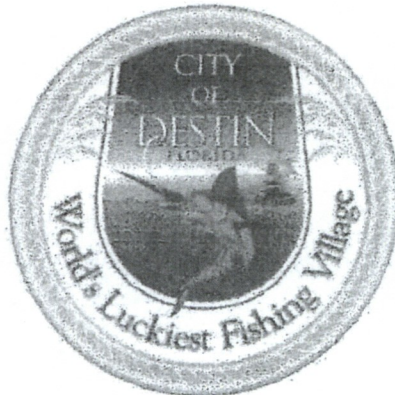
W-9 FORM

COPY OF OKALOOSA COUNTY BUSINESS TAX RECEIPT/LICENSE

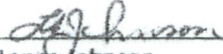
CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS (RFB) NO. 20-05-PS

MISCELLANEOUS RIGHT OF WAY MAINTENANCE
CONTINUING SERVICES CONTRACT



City of Destin, Florida
April 18, 2020


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

Initials of Bidder: RL

Bid Checklist

The following items must be provided in order for your bid to be considered responsive

1. Completed bid form (Exhibit A)
2. Statement of Qualifications, Experience & Availability (narrative)
3. Proof of required Workman's Compensation Insurance documents
4. Completed W-9 [available at: <http://www.irs.gov/pub/irs-pdf/tw9.pdf>]
5. Bid Packet initialed on ALL pages.
6. Proof of adequate liability insurance
7. Copy of State license (if required for job)
8. Copy of City license (if business office is located in Destin)
9. Completed Public Entity Crimes Form (Exhibit B)
10. Completed Drug Free Form (Exhibit C)
11. Addenda (if applicable)
12. Month-by-Month chemical & fertilization program narrative
13. Three References - Minimum
14. Other documents as requested in bid package

Initials of Bidder: AL

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4. Notice to Bidders	page 4
5. General Bid Information	page 5 - 9
6. Bid Form (Exhibit A)	page 10 - 20
7. Public Entity Crimes Statement (Exhibit B)	page 21 - 23
8. Drug Free Workplace Certification (Exhibit C)	page 24

Initials of Bidder: h

Due: 5/21/2020 @ 2⁰⁰ PM

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Right-of-Way Maintenance Continuing Services Contract for specified City-owned/controlled properties for one year with the option for four additional one-year renewals not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous right of way maintenance services for City properties to include: providing all tools, machines, equipment, labor and incidentals necessary to complete the work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. Bids must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked "**RFB No. 20-05-PS, MISCELLANEOUS RIGHT OF WAY MAINTENANCE CONTINUING SERVICES CONTRACT**", along with the name, return address and telephone number of the bidder, no later than 2:00 p.m. CST, on Thursday, May 21, 2020 at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

It is the responsive bidder's responsibility to read and understand the requirements of this request for bid. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with all conditions identified.

Before submitting a bid, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this Request for Bid (RFB) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistency, or error herein.

Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying on any interpretation or correction given by any other method.

The submission of a bid shall not be deemed an agreement between the responsive bidder and the City. The bid is a contractual offer by the responsive bidder to perform services in accordance with the Bid Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

Lance Johnson
City Manager

Initials of Bidder: *LM*

- I. **PURPOSE:** The purpose of RFB No. 20-05-PS is to secure sealed Bids for providing right of way maintenance services for city-owned/controlled properties.
- II. **SCOPE OF WORK:** The Scope of Work will include performance of the right of way maintenance services listed in **Exhibit A** of this document for specified City-owned/controlled properties.
- III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the mandatory information outlined below:
 - A. Completed Bid Form (Exhibit A)
 - B. Statements of Qualification, Experience and Availability (narrative)
 - C. Copies of required Insurance Documents
 - D. Each Bid shall contain evidence of proper licensing to perform required services in the State, County and City.
 - E. Each Bid shall contain a completed Public Entity Crime Form (Exhibit B)
 - F. Each Bid shall contain a completed Drug Free Workplace Certification (Exhibit C)
 - G. Other documents as required by this Bid Solicitation
 - H. Items identified on the Bid Checklist (page 2)

Failure to provide any of the above listed mandatory information can result in the elimination of the Bid from consideration.

IV. INSTRUCTION TO RESPONDENTS

- A. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **May 21, 2020** no later than **2:00 P.M. (CDT)**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.
- B. Any responses received after the stated time and date will not be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal delivered to the City Clerk's Office for receipt on or before the above stated time and date. RFB responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.
- C. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (5)

Initials of Bidder: H

days prior to the submittal deadline.

- D. If any addendum(s) are issued to this Request for Bid, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.
- E. Complete and submit all requested documentation and forms. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal I.D. number (aka F.E.I.N.) on their RFB submittal.
- F. Provide One (1) original, so designated, six (6) copies (for a total of seven (7) printed submissions) and one electronic version on an USB drive the RFB responses. Submissions shall be portrait orientation, 8 1/2" X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages. Do not use wire spiral bindings, plastic covers, or plastic binding materials for your submittals.
- G. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.
- H. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval.
- I. The Bid Committee shall consist of City of Destin staff members.
- J. Each responsive bidder, by submission of an RFB submission, acknowledges that in the event of any legal action challenging the award of the RFB, damages (if any) shall be limited to the actual cost of the preparation of the RFB.
- K. Procurement Schedule:

Tasks	Date
RFB Advertised	Week of April 20, 2020
Last Day for Questions to be Submitted	May 14, 2020
Due Date/Bid Opening	May 21, 2020
Tentative Date - Bid Committee Evaluation	May 26, 2020
Tentative Date - City Council Meeting	June 1, 2020
Tentative Date- Notice of Award	June 2, 2020
Tentative Date -Execution of Contract	June 5, 2020
Tentative Date- Notice to Proceed	June 8, 2020
Tentative Day 1 of Contract	June 8, 2020
Tentative Date - Project Completion	Period of 4 months (June 8, 2020 thru September 30 2020), with the possibly of 4 1-yr renewals

V. **PROJECT CONTRACTOR REQUIREMENTS**

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors), with all applicable licenses for work on this project.

Initials of Bidder: hr

License Requirements

The responsive bidder will provide all applicable contractor licenses: include license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County License (<http://co.okaloosa.fl.us/gm/licensing>). Must also register in the City of Destin. <https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet>

Insurance Requirements

- a. Respondents shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.
- b. Respondent shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the City. All coverage shall be with carriers admitted doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

SUBMITTAL REQUIREMENTS: Bids shall be submitted as follows:

- A. Bid Form. The Bid Form contained within this RFB (Exhibit A) shall precede the mandatory information required in Section III. Bid Requirements. Any additional information submitted in support of the Bid shall follow the required information.
- B. Public Entity Crimes Form. Each Bid shall contain a completed Public Entity Crime Form (Exhibit B) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any Bid from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.
- C. Disclosure. Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.
- D. Joint Ventures. Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.

Initials of Bidder: in

- E. Drug - Free Workplace Program. Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide a certification form with the RFB submittal (**Exhibit C**).

F. **MAILING AND HAND-DELIVERY ADDRESS:**

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

- G. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 20-05-PS may be directed to the individuals below:

For Technical Questions OR
Michael Burgess, Public Works Dir.
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-6869
mburgess@cityofdestin.com

For Administrative Questions
Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242
rbailey@cityofdestin.com

- I. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.
- J. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the lowest bid by a qualified and responsive contractor to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive bidder(s) or recommend awarding the bid to a bidder who did not submit the lowest responsive bid when it serves the best interest of the City.
- K. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding ninety (90) calendar days after the closing date of the request.
- L. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.
- M. Insurance. Contractor shall, during the performance of the contract, maintain Workman'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

Initials of Bidder: *dk*

vendor or subcontractor: Comprehensive General Liability insurance in the amount of \$1,000,000 combined single limit and Vehicle Liability Insurance in the amount of \$500,000 combined single limit all with companies and in the form and amounts acceptable to the City. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors. Contractor shall furnish the City Certificates of insurance which shall include a provision that such insurance shall not be cancelled, or coverage reduced, without at least 30 days written notice to the City. The City shall also be listed as "additionally insured" on all Certificates.

N. 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 THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541.

The successful responsive bidder shall:

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

Initials of Bidder: 

EXHIBIT A - BID FORM

PART I Bid submitted by:

Company: ZIIC OUTDOORS, LLC
Address: P.O. Box 256
City & State: DEFWYK SPRINGS, FL Zip Code: 32435
Telephone: (850) 635-5201 Fax: () N/A
Number of Years in Business: 6 Email: ZIICOUTDOORSLLC@GMAIL.COM

PART II Bidding RFB No. 20-05-P5, Miscellaneous Right-of-Way Maintenance 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.

Contractor will adhere to guidance from resources such as (but not limited to) The FDOT Turf Management Guide, Florida Highway Landscape Guide, FDOT Green Book Chapter 9-Landscape and Community Features and the Florida Green Industries Best Management Practices Guidelines.

THE FOLLOWING GUIDELINES LIST MAINTENANCE REQUIREMENTS FOR ALL LANDSCAPED AREAS:

SERVICE DESCRIPTION AND SPECIFICATIONS

I. TURF MAINTENANCE

A. LITTER REMOVAL

All areas to be maintained as part of this contract shall be policed for litter daily (Monday thru Friday). In addition, all litter will be removed prior to mowing an area.

B. MOWING

Turf shall be cut on a weekly basis at a height of 4 inches. No more than one third of the grass blade is to be removed when cutting. Turf grasses shall not be cut lower than 4 inches. Mowing is to be performed on a bi-weekly basis during the months of November, December, January and February.

Contractor shall be responsible for removing excessive grass clippings within turf or mulched bed areas.

Initials of Bidder: af

C. EDGING

Contractor shall be responsible for edging all curbs and walkways on a weekly basis and turf bed lines on bi-weekly basis with a metal blade edger. All completed edges will have a perpendicular appearance between turf and hardlines, and turf and bedlines.

Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging following State of Florida Green Industries Best Management Practices guidelines.

D. MONOFILAMENT TRIMMING

After each mowing operation, the Contractor shall use a weed eater or similar machine to trim grass and/or weeds that cannot be mowed by standard mowing practices.

E. TURF FERTILIZATION

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf following State of Florida Green Industries Best Management Practices guidelines.

F. TURF WEED CONTROL

Weeds are to be controlled in turf areas by mechanical, physical and chemical methods on a regular basis to ensure that all turf areas have a maintained weed free appearance following State of Florida Green Industries Best Management Practices guidelines.

G. ANT CONTROL

Contractor shall be responsible for the control of fire ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after fire ants have been killed.

H. pH ADJUSTMENT

Contractor is responsible for adjusting improper pH as needed by applying up to 50 pounds per 1000 square feet of lime or up to 5 pounds of sulfur per 1000 square feet.

I. INSECT & DISEASE CONTROL

Landscape maintenance contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems, including mole crickets, armyworms and grubs.

Initials of Bidder: sh

J. WATERING

Contractor shall be responsible for damage to items to include residential sprinkler systems, will report damaged items to the City Point of Contact in the weekly report and will be responsible for replacement of these items.

NOTE: See Section VII.

II. SHRUB AND GROUND COVER MAINTENANCE

A. PRUNING

All shrubs shall be hand pruned on a regular basis to remove dead and damaged wood to allow for natural development of plant material, and to create the effect intended by the City of Destin Guidelines. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries. If necessary, deep hand pruning and/or structure pruning should be performed annually during the dormant months (winter hard pruning). Structure pruning shall be defined as using hand pruners, hand saws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants shall take place during these prunings if conditions present itself. Contractor will ensure that shrubs and groundcover (flowers, herbaceous plants, etc.) comply with local, State and Federal requirements for height restrictions and sight triangles year-round.

B. FERTILIZATION

Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous shrubs. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs following State of Florida Green Industries Best Management Practices guidelines.

C. BED WEED CONTROL

Weeds shall be controlled in bed areas on a regular basis by mechanical, physical and chemical methods. Bed areas should have a maintained weed free appearance following State of Florida Green Industries Best Management Practices guidelines.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems.

E. WATER

NOTE: See Section VII, Irrigation Systems.

Initials of Bidder: *th*

III. TREE MAINTENANCE

A. PRUNING

Contractor shall be responsible for maintaining all trees such that no branches/limbs will overhang sidewalks and parking areas lower than ten (10) feet from the ground. Lower branches on all trees shall be pruned as needed, to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than fifteen (15) feet. Trees located in natural areas shall be pruned only when their growth habit effects normal maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and base of trees shall be removed as needed or as required to maintain a clean appearance.

Contractor will be responsible for pruning all ornamental trees such as Wax Myrtles, Crepe Myrtles, Photinias, American Holly, Fosteri Holly, Savannah Holly, Burfordii Holly, Nellie-R-Stevens Holly, Ligustrums, East Palatka Holly and Tree-form Oleanders. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth.

Palm Pruning:

All Palms shall be pruned annually (during the dormant season), and pricing for such will be included in this bid proposal. Palms will be shaped as required, removing dead fronds and spent seed pods. Palms will not be severely pruned. All Palms should be pruned at a 90 degree angle, no "carrot topping." Palms are to be thoroughly detailed with all fronds trimmed to lateral position and removal of all seed heads.

B. FERTILIZATION

Contractor shall follow Palm tree fertilization frequencies listed in the State of Florida Green Industries Best Management Practices guidelines. Contractor is required to notify City Point of Contact and make recommendations, in writing, of all other trees that may need supplemental fertilization.

Palms are to be fertilized as called for using fertilizers especially formulated for Palms.

C. pH ADJUSTMENT

If needed contractor is responsible for adjusting improper pH (species/variety specific) by applying up to 50 pounds per 1000 square feet of lime or up to 5 pounds of sulfur per 1000 square feet.

D. INSECT AND DISEASE CONTROL

Contractor shall be responsible for weekly inspections of maintenance areas city-wide and will treatment of any insect or disease related problems.

Initials of Bidder: gh

E. WATER

NOTE: See section VII, Irrigation Systems.

Contractor shall be responsible for damage to trees that were not reported to the City of Destin in writing and will be responsible for replacement of these items.

IV. MULCHING FOR TREE AND SHRUB BED AREAS

- A.** Contractor will be responsible for one (1) complete application of grade A pine straw mulch which will occur in the month of February. Mulch is to be spread at a depth of 3 inches such that none of the old or previously laid mulch is visible.

Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. Contractor is responsible for spot mulching of any bare soil areas that have resulted due to underestimation of mulch or landscape maintenance performance i.e., mower damage around bedlines, etc.

All bales are to be red in color and free of sticks, pine cones, and other debris when the installation is complete.

B. TRENCHING

Bedline edges shall be trenched and beveled at a depth of three inches along bed areas that are bordered by sidewalks, curbs. All beds bordered by turf shall be defined by creating a 1" beveled trench, with smooth, symmetrical, and parallel bedlines. A 3" deep trench is not required along turf bedlines. Tree well root ball rings within turf areas are to be made uniform in diameter to be consistent with similar varieties within that location.

V. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL

A. CLEAN UP PROCEDURES

As a part of each daily maintenance visit, a general clean-up program will occur. The clean-up program shall involve a policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris. Also, a complete sweeping or blowing, by mechanical means, of the entire roadways, curbs, gutters, drains, and sidewalk areas will be performed. This will encompass complete removal of weeds at curbs and pavement lines, and other trash that has settled in these areas. Parking lot areas will be kept clean within fifteen (15) feet of curbs and planted areas. Grass clippings and debris will be collected by the contractor and removed from the premises. Blowing grass clippings and other debris into roadways or into storm sewer inlets is in violation of City Ordinances and is not allowed under any circumstances.

Initials of Bidder: *AK*

B. WEED CONTROL

All parking lot areas, curb and gutters, sidewalks, driveways, parkways and loading dock areas shall be maintained weed free.

C. DISPOSAL OF DEBRIS

All debris shall be disposed of offsite.

D. SEVERE WEATHER CLEAN UP

In the event of a natural disaster, such as a hurricane or tornado, the Contractor shall not be responsible for any clean-up operation outside of the agreed maintenance contract. If City of Destin elects, they either may request that the maintenance contractor utilize dedicated man hours for the purpose of severe weather clean up or suspend operations in designated areas.

E. TYPICAL WEATHER CLEAN UP

Contractor shall be responsible for debris cleanup deposited by typical weather conditions.

VI. PLANT MATERIAL DISPOSAL

A. REMOVAL

Dead plant material, not requiring general tree surgeon practices for removal shall be removed and disposed of immediately by the Contractor. City properties and City waste containers are not approved areas to dispose of these materials.

B. REPLACEMENT

The Contractor shall contact and advise the City, in writing, of possible replacement needs. Plant replacement necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

VII. IRRIGATION SYSTEMS

A. IRRIGATION INSPECTION

Contractor agrees to monitor, adjust and manage all automatic irrigation systems as to proper frequency, duration, and operation of supplemental watering on a weekly basis. Contractor shall be responsible for performing minor adjustments and services such as: flow control, radius adjustment, nozzle cleaning, filter cleaning, sprinkler height, and level adjustment as a part of this contract. Initially all irrigations systems will be set to deliver one-half inch, 3 times per week at hours to be coordinated with the Destin Point

Initials of Bidder: *gn*

of Contract. Any changes to this regime will be coordinated with the Destin Point of Contact.

Contractor shall provide City timely notification of malfunctions or damage to the system's integrity beyond the basic maintenance requirements of the contract. Contractor shall provide a written proposal including cost to the City to restore the system to full functionality. Upon City's approval Contractor shall perform the repairs agreed upon and submit an itemized invoice including staffing hours, quantity, types and costs. The cost of each repair will be billed by the provider and paid directly by the City. Should it be determined that damage is cause of negligence by the Contractor, the Contractor shall pay the cost of such repair. Costs may be paid directly by Contractor or deducted from payments due to the Contractor.

Contractor shall be responsible for performing a complete irrigation evaluation at Commencement of Contract or as needed. Contractor shall be required to furnish City of Destin's Point of Contact with a summary of each clock and zone operation after each weekly inspection. Contractor shall furnish recommendations for repair and improvements to the systems with an itemized cost for proposed work. Irrigation clocks shall have each zone identified within thirty (30) days of Commencement of Contract.

VIII. FERTILIZATION, HERBICIDE AND INSECTICIDE USE

- A. All pesticides, insecticides, fertilizers, and any other products must be used in strict compliance with label and instructions. Applications must comply with all state and federal regulations. The specifications are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide label, the label instructions shall govern.
- B. Contractor will be responsible for applying chemicals and fertilizers consistent with Florida Green Industries Best Management Practices guidelines. Contractor is totally responsible for furnishing the City of Destin with healthy, vigorous plant material throughout the term of the contract.
- C. Contractor will be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.
- D. The Contractor will be responsible for taking general and micro-nutrient tests of the soil in turf and shrub bed areas in April and October each year throughout the duration of the contract. The Contractor will be responsible for performing soil assays within 30 days after the execution of the contract. The City of Destin Point of Contact shall receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by the report within 45 days of the execution of the contract.
- E. The Contractor will be responsible for making any extra visits necessary during the year to correct any problems which may occur during the duration of the contract.

Initials of Bidder: th

- F. Contractor will be responsible for applications of any other nutrients that should be applied to maintain a balanced soil.
- G. Contractor will take full responsibility for replacing any plant material that is damaged by improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

IX. WEEKLY PROGRESS REPORTS

Contractor must email a Weekly Activity Summary Report to the City's Point of Contact each Monday. The report must specify the date, location, all routine and non-routine services completed during the previous week. Reports shall also include any issues and/or problems encountered during the previous week and activities scheduled for the current week.

In addition, a monthly property inspection will be conducted jointly by a representative of the bidder and the Destin Point of Contact.

X. SAFETY

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: *JS*

City of Destin Right of Way and Medians

LANDSCAPE MAINTENANCE ITEMIZED FUNCTIONS, FREQUENCIES & REQUIREMENTS

FUNCTION	FREQUENCY (PER YEAR)
Mow	44
Edge (Bedlines)	26
Edge (Hardlines) <i>Must meet FDOT requirements</i>	44
Monofilament Trim	44
Bed Weed Control	Monthly
Shrub/Groundcover Trim <i>Must meet FDOT requirements</i>	Monthly
Tree Pruning <i>Must meet current FDOT requirements</i>	Annually, per FDOT Requirements
Palm Pruning <i>Must meet current FDOT requirements</i>	Annually
Debris Policing and Disposal (all Properties)	Daily
Ant Control	As needed
Insect/Disease Control	As needed
Irrigation Inspection	Weekly
Palm Fertilization	Annually
Tree Fertilization	As needed
Shrub Fertilization	As needed
Groundcover Fertilization	As needed
Turf Grass Fertilization	Bi-monthly (even numbered months)
Turf Weed Control	Monthly (February-October)
Overseed	n/a

Initials of Bidder: _____



BID SHEET SUBMITTED BY:

ZIIC OUTDOORS, LLC

Name of Company Submitting Bid

Section I (List your proposed cost (bid) for each of the nine (9) locations listed as well as the total for all 9 locations.)

Zone	Zone Description	Annual Cost (bid)
1	HARBOR BLVD (MARLER BRIDGE TO AIRPORT ROAD): aka STATE RD 30, US HIGHWAY 98 (FROM THE MARLER BRIDGE TO THE WALTON COUNTY LINE) This includes all landscaped medians and specified ROW areas.	\$ <u>37,000.00</u>
2	US98-Emerald Coast Parkway (AIRPORT RD. TO MATTHEW BLVD.) This includes all landscaped medians and specified ROW areas.	\$ <u>27,750.00</u>
3	US98-Emerald Coast Parkway (MATTHEW BLVD. TO KEL-WEN CIRCLE) This includes all landscaped medians and specified ROW areas.	\$ <u>13,875.00</u>
4	US98-Emerald Coast Parkway (KEL-WEN CIRCLE TO WALTON COUNTY LINE) This includes all landscaped medians and specified ROW areas.	\$ <u>13,875.00</u>
5	MOUNTAIN DRIVE: From Stahlman Avenue to Benning Drive to include all medians, all roadside ROWs to the south of Mountain Drive between the sidewalk and Mountain Drive, all roadside ROWs to the north of Mountain Drive, the Benning Dr./Mountain Dr. roundabout and the ROW areas extending approximately 200 feet to the north, 200 feet to the south and 200 feet to the east of the Benning Dr./Mountain Dr roundabout-intersection.	\$ <u>18,500.00</u>
6	MAIN STREET: From Harbor Blvd/HWY 98 to approximately 150 feet north of the Airport Road/Main Street intersection to include the area of Main St. in front of the American Legion. This includes all medians and all roadside ROWs between the sidewalk and Main Street.	\$ <u>11,100.00</u>
7	LEGION DRIVE: From Main Street to Beach Drive to include all medians and all roadside ROWs between the sidewalk and Legion Drive.	\$ <u>7,400.00</u>
8	AIRPORT ROAD: From Harbor Blvd./Highway 98 to Main Street to include all medians, and to include all roadside ROWs between the sidewalk and Airport Road.	\$ <u>37,000.00</u>
9	SCENIC HIGHWAY 98: (Crystal Beach) From Matthew Blvd. to the Walton County Line to include all medians, all roadside ROW's between the sidewalk and Scenic Hwy 98 and all specified City owned parking areas along Scenic Hwy 98.	\$ <u>18,500.00</u>
	Section I Total	\$ <u>185,000.00</u>

Initials of Bidder: AV

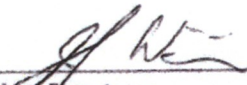
Section II (List your bid for item B and item C below.)

MISCELLANEOUS REQUIREMENTS:

- A. Contractor shall provide the designated City point of contact person with weekly maintenance reports.
- B. Hourly staff charge for miscellaneous Irrigation, Median and Right of way Repairs that is beyond the scope of the general maintenance agreement: *Prior written authorization by the City's designated representative is required prior to any work commencing.*
\$ 60.00 Per staff hour worked
- C. Materials and supplies will be billed at 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 for all materials and supplies consumed along with an itemized invoice. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform work. *Prior written authorization by the City's designated representative is required prior to any work commencing.*

ISRAEL WILLIAMS, GENERAL OPERATIONS MANAGER

Bid Authorized By (Name and Title)


Authorized Signature:

Date: 5 / 20 / 2020

END OF EXHIBIT A

Initials of Bidder: iw

EXHIBIT B

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED
TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for RFB 20-05-PS,
MISCELLANEOUS RIGHT OF WAY MAINTENANCE.

2. This sworn statement is submitted by ZIIC OUTDOORS, LLC whose business
address is: P.O. Box 256, DEFUNK SPRINGS, FL 32435
and (if applicable) Federal Employer Identification Number (FEIN) is 47-1986268.

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement:

3. My name is ISRAEL WILLIAMS and my relationship to the entity
named above is: GENERAL OPERATIONS MANAGER

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

Initials of Bidder: dy

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.)

Authorized Signature

5 / 20 / 2020
Date

Initials of Bidder: dm

STATE OF FLORIDA, COUNTY OF

Walton

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 20th day of May, 2020, and

is personally known to me, or has provided _____ as identification.

Notary Public My Commission expires: 08/10/2022

Michelle L. Johnson



Initials of Bidder: jm

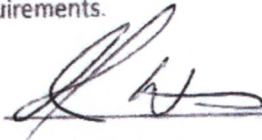
EXHIBIT C
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

SIGNATURE:



DATE:

5/20/2020

COMPANY:

ZIIC OUTDOORS, LLC

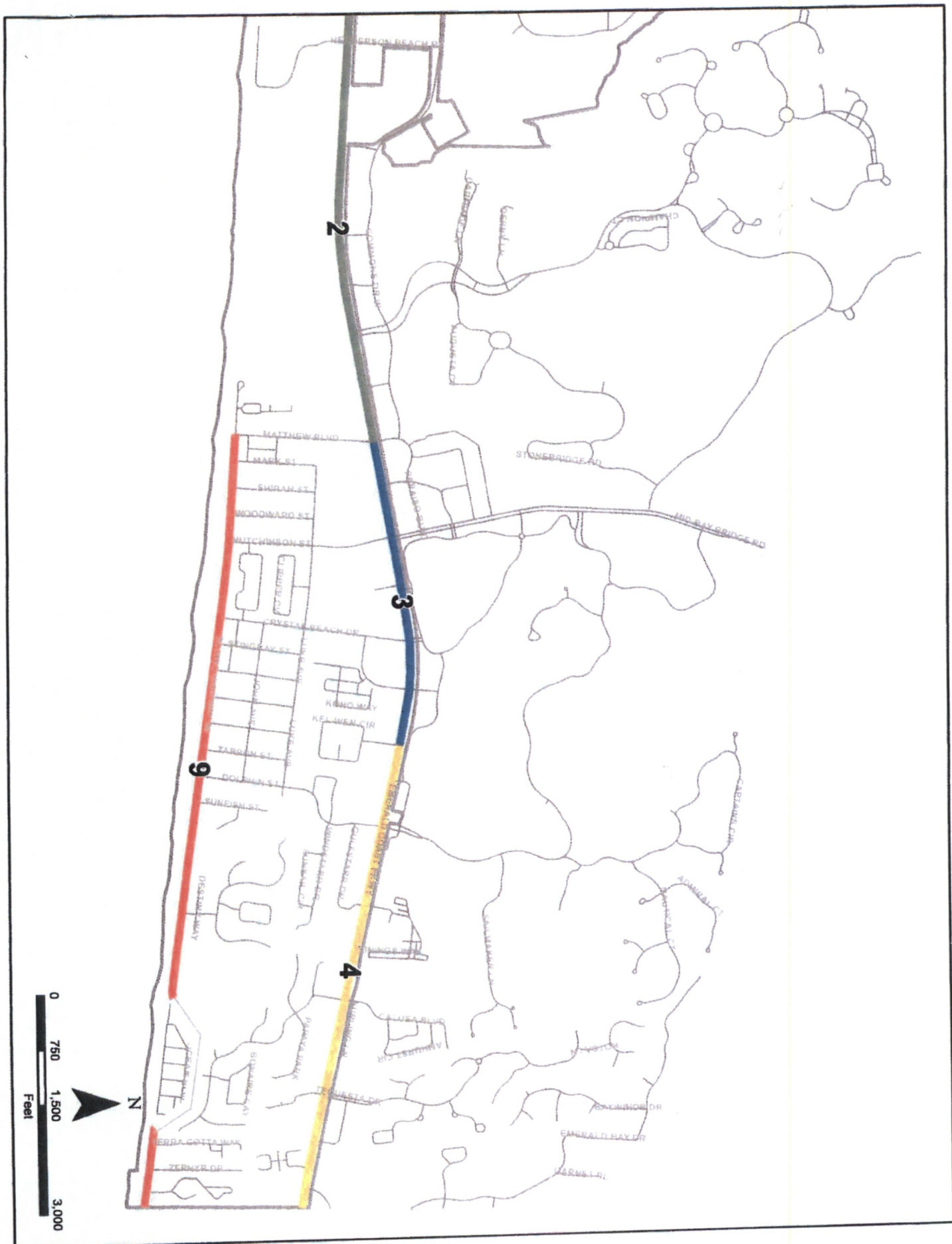
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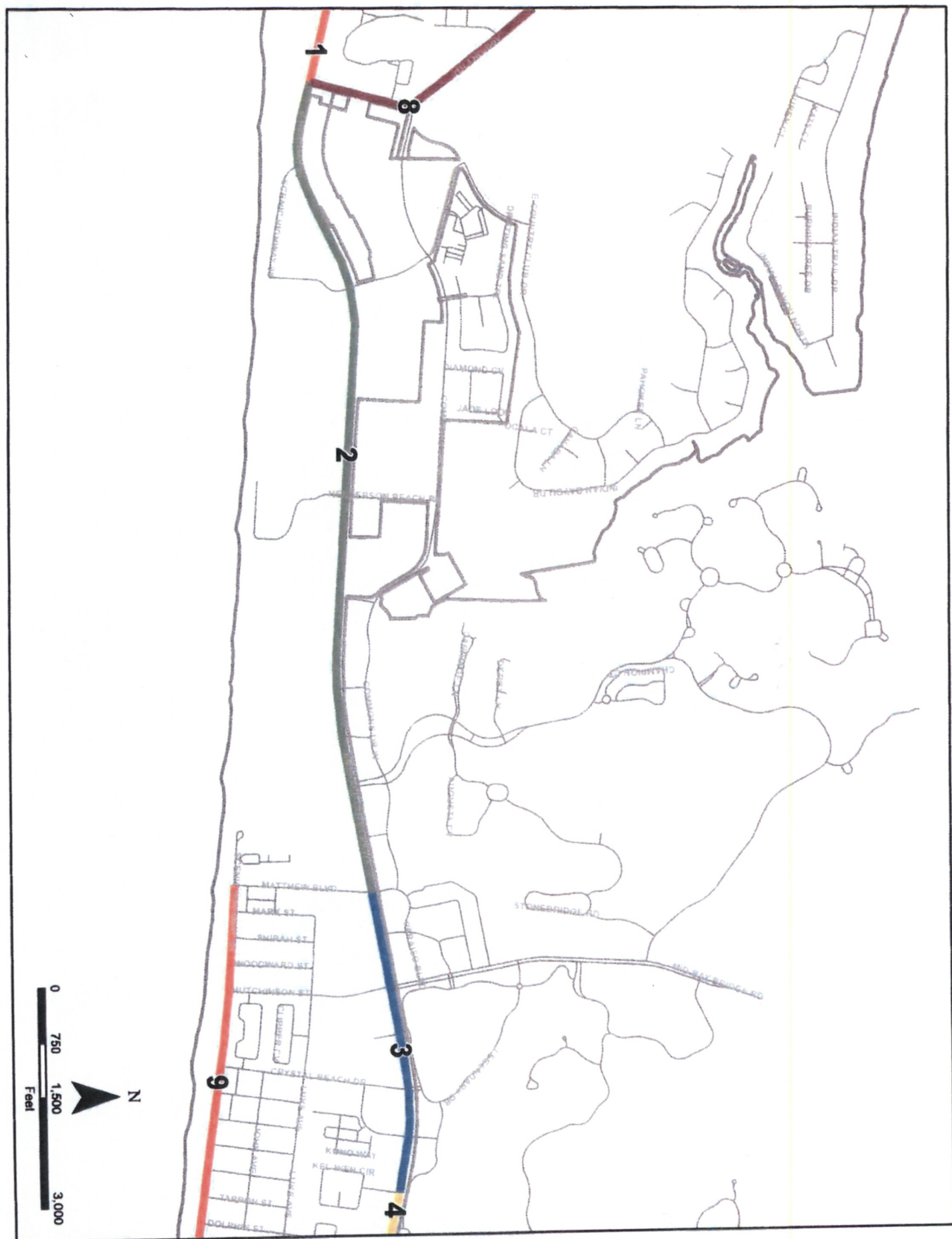
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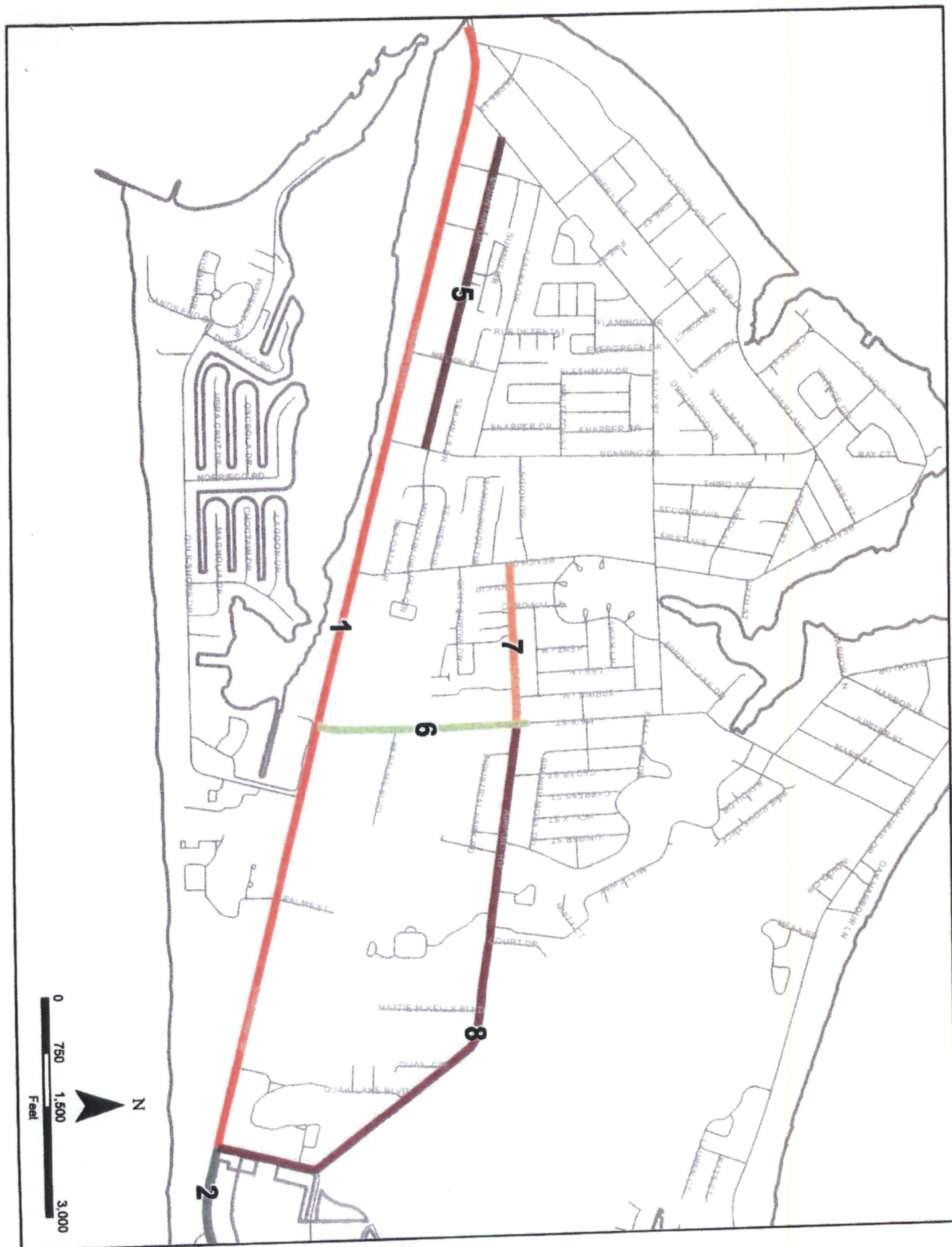
CITY, STATE:

DEFUNIAK SPRINGS, FL 32435

Initials of Bidder: 







ADDENDUM NO. 1

CITY OF DESTIN, FLORIDA
REQUEST FOR BID FOR 20-05-PS,
MISCELLANEOUS RIGHT OF WAY MAINTENANCE
CONTINUING SERVICES CONTRACT

MAY 18, 2020

To All Potential Bidders:

This addendum modifies the previously issued RFB and is hereby made a part of the bid documents. Per the RFB, bidder shall acknowledge receipt of any and all addenda; and shall include this acknowledgement receipt in their submittal. Failure to do so may subject the bidder to disqualification.

The following items shall become a part of the bid for the above referenced project.

Question/Inquiry received on 05/14/20, responses are in **BOLD**

1. Under SERVICE DESCRIPTION AND SPECIFICATIONS, I. TURF MAINTENANCE, E. TURF FERTILIZATION – No specific quantity of fertilizer applications is listed for Turf. **Follow Florida Green Industries Best Management Practices.** On the LANDSCAPE MAINTENANCE ITEMIZED FUNCTIONS, FREQUENCIES & REQUIREMENTS – Turf Grass Fertilization is listed as “Bi-monthly (even numbered months)”. Based on that description, is it accurate to bid 6 fertilizer applications for turf? If not, how many applications would you like us to bid? **Follow Florida Green Industries Best Management Practices for annual nutrient applications and timing. In this case, plan to fertilize per the prescribed bi-monthly schedule.**
2. Under SERVICE DESCRIPTION AND SPECIFICATIONS, I. TURF MAINTENANCE, F. TURF WEED CONTROL – No specific quantity is listed for either turf pre- or post-emergent chemical applications. Can you specify how many of each application (pre & post) is required/desired per year? **As needed. Pre-emergent is generally twice a year (Fall and spring) and post emergent as needed. Please refer to the table included on page 18 of the RFB.**
3. Under SERVICE DESCRIPTION AND SPECIFICATIONS, I. TURF MAINTENANCE, G. ANT CONTROL – Are broadcast ant bait applications desired or spot treatment of ant mounds only? If broadcast applications of ant bait are desired, how many applications should be provided per year? **Spot treatments of any mounds that occur is generally accepted protocol.**
4. Under SERVICE DESCRIPTION AND SPECIFICATIONS, I. TURF MAINTENANCE, H. pH ADJUSTMENT – Since the application of either lime or sulfur is optional based on pH levels as shown by soil tests, additional line items for the price of this work should be provided on the bid form. If no additional line items are provided, bidders will have to roll these potential costs in to their bids which will artificially inflate the bid prices. This could ultimately result in the City of Destin paying for services that may not be rendered if they are not necessary per soil test results. **Applications of lime and/or Sulphur are not a common occurrence, and the overall area of treatment is not very large, so it should not affect bid prices greatly.**

5. Under SERVICE DESCRIPTION AND SPECIFICATIONS, I. TURF MAINTENANCE, I. INSECT & DISEASE CONTROL – No specific quantity of insecticide applications is provided for the control of mole crickets, armyworms and grubs. Can you please provide the desired quantity of insecticide applications to control each of these specified pest on an annual basis? **Follow the manufacturer's label.**
6. Under SERVICE DESCRIPTION AND SPECIFICATIONS, II. SHRUB AND GROUNDCOVER MAINTENANCE, B. FERTILIZATION – No specific quantity of fertilizer applications is listed for Beds & Groundcover. How many fertilizer applications for beds and groundcovers should be included in our bids per year? **Follow Florida Green Industries Best Management Practices for annual nutrient applications and timing.**
7. Under SERVICE DESCRIPTION AND SPECIFICATIONS, II. SHRUB AND GROUNDCOVER MAINTENANCE, C. BED WEED CONTROL – No specific quantity is listed for either bed pre or post-emergent chemical applications. Can you specify how many of each application (pre & post) is required/desired per year? **? As needed. Pre-emergent is generally twice a year (Fall and spring) and post emergent as needed.**
8. Under SERVICE DESCRIPTION AND SPECIFICATIONS, III. TREE MAINTENANCE, A. PRUNING – It is specified we are to prune all branches and limbs below 10 ft. from the ground to maintain clearance for pedestrians and vehicles. The specifications go on to state "Maximum height for this pruning shall be no more than fifteen (15) feet.". Are we to interpret this to mean that the pruning should not occur any higher than 15 ft. from the ground up or that all trees are to be maintained at a maximum overall height of 15 ft.? **Pruning should not occur more than 15 ft from the ground.**
9. Under SERVICE DESCRIPTION AND SPECIFICATIONS, III. TREE MAINTENANCE, C. pH ADJUSTMENT – *(Same question for Trees as I posed for Turf)* Since the application of either lime or sulfur is optional based on pH levels as shown by soil tests, additional line items for the price of this work should be provided on the bid form. If no additional line items are provided, bidders will have to roll these potential costs in to their bids which will artificially inflate the bid prices. This could ultimately result in the City of Destin paying for services that may not be rendered if they are not necessary per soil test results. **My answer is that applications of lime and/or Sulphur are not that common, and the overall area of treatment is not very large, so it should not affect bid prices too much.**
10. Under SERVICE DESCRIPTION AND SPECIFICATIONS, VII. IRRIGATION SYSTEMS, – Can you please provide the total number of individual irrigation clocks/controllers AND zones for each individual area included in the bid? Alternatively, could you provide irrigation plan pages for each area showing the location of each individual irrigation clock/controller, zone, etc. in each individual area. **The City does not have maps that depict irrigation zones or any as-built drawings.**

Airport Rd: 5 clocks

Main St.: 2 clocks

98: 12 clocks

Scenic 98: 5 clocks

Legion Dr.: 1 clock

Mountain Dr.: 1 clock

11. On the LANDSCAPE MAINTENANCE ITEMIZED FUNCTIONS, FREQUENCIES & REQUIREMENTS – Tree Fertilization is listed as "As needed". There is no specific language regarding tree fertilization in the specifications aside from palm trees. How many fertilizations are desired for all other tree types per year? **Once at initial tree planting and once annually (if needed) based on results of soil tests.**

12. The new deadline for bid submittal is Thursday, May 28, 2020 at 2:00 p.m. (CST)

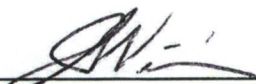
END OF ADDENDUM NO. 1

A copy of Addendum No. 1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum No. 1 is hereby acknowledged:

ISRAEL WILLIAMS

Print Name



Signature

5/20/2020

Date



DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

SITE PLAN

RFB 20-05-PS

When awarded RFB 20-05-PS “MISCELLANEOUS ROW MAINTENANCE CONTINUING SERVICES CONTRACT”, we will perform the contract with the following plan of action:

SAFETY ASSURANCE

Safety First: All teams will be required to wear FDOT approved safety vests bearing the company name, along with safety glasses, ear protection, boots, and long pants. This uniform is provided for the employee’s safety & protection. It is required to be worn at all times on the work site.

TEAM

One primary team will be responsible for the completion of the maintenance schedule. This crew will be scheduled for (4) 8 hour work days (Monday through Thursday), with Fridays scheduled as necessary to complete work on time. This is the best approach, due to ever changing weather conditions, traffic patterns, or other emergencies that may arise.

In addition to the team assigned to this project, we have an additional 6 full teams that can assist in daily schedules or emergencies, as needed. Additional teams will be “on call”, and available at all times throughout the year in case of storms, or other emergencies that could potentially pose a hindrance to timely schedule completion.

We will be providing the full turf fertilizer and pesticide applications for the duration of this contract, as specified in the Turf Grass Program. We will also be inspecting all irrigation systems monthly. Evaluation results will be provided to the City of Destin, as specified in contract, before any repairs are made.

Israel Williams, General Operations Manager & Project Superintendent: Israel will be in charge of all daily operations required to complete the project as specified by contract. He will complete daily supervision for crews and site evaluations. He will assure all work is completed to specifications within the cycle, and assure that all safety regulations are followed. He will coordinate completions and upcoming scheduling with our office staff to be presented to the county supervisors.

Scott Smith, Business Development: Scott will be assisting in site inspections, as well as responding to and overseeing completion of special requests from county supervisors. As needed, he will complete any landscape designs, AutoCAD designs, and pricing for enhancements of the property.



DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

SCHEDULE

WEEKLY SCHEDULE:

MONDAY	Primary team will be completing all mowing, edging, trimming, litter/trash removal, blowing, etc. of all property on Airport Road, Main Street, Legion Drive, and Mountain Drive.
TUESDAY	Primary team will be completing all mowing, edging, trimming, litter/trash removal, blowing, etc. of all property onus Hwy 98 between the boundaries of the Marler Bridge to the county line.
WEDNESDAY	Primary team will be completing all mowing, edging, trimming, litter/trash removal, blowing, etc. of all property on Scenic Hwy 98, including any pruning necessary.
THURSDAY	Primary team will be completing all pruning & detail work needed, as well as any requests made by City of Destin.

FLORIDA TEMPORARY TRAFFIC CONTROL (TTC)/MAINTENANCE OF TRAFFIC (MOT):

- All TTC/MOT required for roadways maintained under contract will be conducted, as necessary. TTC/MOT standards may change, depending on the different roadways being maintained.



DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

CHEMICAL/FERTILIZER PROGRAM:

MONTH APPLIED:	PRODUCT APPLIED:
FEBRUARY	<i>Palm Tree Fertilization: 13-3-13 SE with minors at label rate</i>
MARCH	<i>Granular Mole Cricket Control: Fipronil 0.0143G at 44 lbs/acre OR 1 lb/1000 sq ft</i> <i>Broadleaf weeds: Manor at 0.5oz/acre OR .3257 gram/1000 sq ft</i> <i>Celsius at 3.7 oz/acre OR .0053 oz/1000 sq ft</i> <i>Lontrel at 3.53 oz/acre OR 2.4 mls/1000 sq ft</i> <i>Turf Fertilization: Harrell's 18-0-9 Slow release (9 months) with micronutrients</i>
APRIL	<i>Pre-emergent weed control: Gallery 75 Dry Flowable at 1 lb/acre</i>
JUNE	<i>Sprayable Insecticide: Bifenthrin at 1 oz/1000 sq ft</i> <i>Broadleaf weeds: Manor at 0.5oz/acre OR .3257 gram/1000 sq ft</i> <i>Celsius at 3.7 oz/acre OR .0053 oz/1000 sq ft</i> <i>Lontrel at 3.53 oz/acre OR 2.4 mls/1000 sq ft</i>
AUGUST	<i>Sprayable Insecticide: Bifenthrin at 1 oz/1000 sq ft</i> <i>Broadleaf weeds: Manor at 0.5oz/acre OR .3257 gram/1000 sq ft</i> <i>Celsius at 3.7 oz/acre OR .0053 oz/1000 sq ft</i> <i>Lontrel at 3.53 oz/acre OR 2.4 mls/1000 sq ft</i> <i>Palm Tree Fertilization: 13-3-13 SE with minors at label rate</i>
OCTOBER	<i>Turf Fertilization: Harrell's 18-0-9 Slow release (9 months) with micronutrients</i>
NOVEMBER	<i>Broadleaf weeds: Manor at 0.5 oz/acre OR .3257 gram/1000 sq ft</i> <i>Lontrel at 3.53 oz/acre OR 2.4 mls/1000 sq ft</i>



DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

COMPANY PROFILE

COMPANY INFORMATION

Business Name: ZIIC OUTDOORS, LLC

Address: P. O. Box 256, DeFuniak Springs, FL 32435

Phone: 850-635-5201

Email: ZIICOUTDOORSLLC@GMAIL.COM

Annual Sales: \$1,400,000.00

Primary Line of Business: Commercial Landscaping & Irrigation

Experience: 21+ years experience in commercial and roadway turf management & irrigation

13+ years experience in landscape design, with detailed AutoCAD landscape designs

Experienced in overseeing up to 50+ employees and \$3.25 million dollar portfolio

CERTIFICATIONS

- Certified Pest Control Operator with Florida Department of Agriculture & Consumer Services
- Certified Right of Way Pest Control Commercial Applicator with FL Dept of Agriculture & Consumer Services
- Certified FDOT Temporary Traffic Control (TTC): Advanced
- All crew members are certified ID Cardholders with Florida Department of Agriculture & Consumer Services
- Green Industries Best Management Practices certified by State of FL DEP
- Woman Owned Business Certification by Florida Office of Supplier Diversity

SCOPE OF WORK

ZIIC Outdoors, LLC is a commercial landscape and irrigation company. We are a full service landscape provider. We are appropriately licensed, insured, and certified to provide all services in house, including:

- **Lawn care:** Providing mowing, edging, trimming, and all pesticide treatments by certified crew members, necessary to provide excellent turf care under Florida law.
- **Irrigation:** Full service in both new installations of systems, as well as repairs of existing systems.
- **Plant materials:** All pruning of plant material and pesticide applications necessary to provide healthy, thriving plant life are provided in house, by certified crew members.
- **Enhancements/Installation:** Designing detailed AutoCAD landscape designs of new installation work for requests of enhancements of the properties we maintain; Installation services including: landscape lighting, removal of old plant material, disposal of old plant material, grading, drainage, irrigation, installation, tree/palm pruning, etc.



DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

WORK EXPERIENCE

ZIIC currently has a combined Commercial Landscape Portfolio of \$1,400,000.00+ annually, including 27 current landscaping maintenance properties, & ongoing new installations of enhancement/improvement projects.

Projects currently under contract:

Property/Association Name:	Property Location:	Contact person:	Current contract:	Term of contract:	Contact person email:
Walton County: Hwy 30-A Multi Use Paths & ROW	Santa Rosa Beach	Josh Ervin 850-267-4578	2017-current	3 Yr.	Josh@visitsouthwalton.com
Walton County: US Hwy 331 Median & ROW (Hwy 98 to Bay Grove Rd)	Santa Rosa Beach	Josh Ervin 850-267-4578	2019-current	3 Yr.	Josh@visitsouthwalton.com
Forest Lakes	Blue Mtn Beach	Jim Irwin 850-830-0809	2016-current	3 Yr.	taohomeowners@gmail.com
High Pointe	Santa Rosa Beach	Gina Rutherford 850-814-2982	2017-current	1 Yr.	Gina.Rutherford@resortquest.com
Nantucket Cottages	Destin	David Krika 813-694-7011	2016-current	3 Yr.	david.krika@vacasa.com
The Crescent at Miramar Beach	Miramar Beach	Matt Pace 850-654-3490	2016-current	3 Yr.	matt.pace@vacasa.com
Enclave	Destin	Patrick Wilborn 850-305-4041	2015-current	1 Yr.	PWILBORN@PMAINFO.COM
Lakeside at Blue Mountain Beach	Blue Mtn Beach	John Youngbeck 850-543-6886	2015-current	1 Yr.	JYOUNGBECK@GMAIL.COM

Description of services provided to properties listed above:

- Weekly mowing schedule; weekly edging; annual over-seeding; quarterly fertilization; ongoing pest control; ongoing pruning; weekly weeding of plant beds; monthly irrigation summaries with repairs performed as needed; biannual pine straw mulching; biannual annual installation; annual tree/palm pruning. Also provided, at request: detailed AutoCAD landscape designs and plans for enhancements/upgrades to properties.



DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

COMPANY STRATEGY

ZIIC was started as an idea. What kind of full service Landscape Company would stand out against the competition, large and small, and why would customers want to sign contracts with ZIIC? How could we form a local, privately owned company that was competitive with, and even preferred over, large corporate companies? With a vast amount of experience working in private and corporate settings of all sizes, it was easy to make a list of what we wanted and did not want for the structure of ZIIC. Standard operational procedures would have to include:

1. **Listening to the customer**, their vision, & what currently does not work for them. Understanding the uniqueness of each property, and its requirements, are first to delivering a valuable product.
2. Hiring a **staff that is experienced**, certified, receives continuous training, has a good, responsible work ethic, and enjoys what they do.
3. Using **best practices**, which includes new modern tools and machinery, the latest products and practices paired with skilled workers that understand how and when to use them, high quality plant material, and going the extra step to make sure that the landscape receives the best treatment a company can provide.
4. **Communication is everything** between ZIIC and its customers - offering suggestions for improvement, being appreciative of your faith in us. Communication between ZIIC and its employees - understanding that people matter, not just a spread sheet or bottom line, and making a creative work environment where all parties can thrive and grow.
5. **Experience** – the leaders of ZIIC have extensive experience in the landscaping industry, with high level professional training, extensive management experience of large portfolios, and knowledge of the Southern landscape - specifically NW Florida. Our backgrounds bring additional skills such as AutoCAD design, working with both large and small landscapes, county and state requirements, knowledge of hardscapes, local weather challenges, local traffic patterns and flow, working with various sized & typed budgets, etc.

This list of characteristics has not always been easily observable in companies we have worked with in the past or seen in the field. We believe in a climate of integrity, throughout the entire staff. We deal with customers, vendors, co-workers, and residents with honesty and a straight-forward manner. A winning team is only as good as the standards that are set, and must be continuously fine-tuned and maintained. This is how we can assure our customers that ZIIC is set apart from the competition, as not only the best choice – but the preferred choice.

COMPANY GROWTH

With over twenty years of experience in the commercial turf management and nursery industries, our company leaders understand the business from every angle and is prepared for steady and healthy growth. We believe that incorporating our customer's unique perspectives will afford us the best results. ZIIC has worked hard to purposefully earn a track record of customizing work schedules to customer needs, attending to the many details (such as traffic patterns, resident usage patterns, etc.) necessary to perform services with the highest standards, and completing projects with a personal touch not found elsewhere.

Driven by a desire to exceed our customer's expectations, we keep a value system at the heart of ZIIC's business culture. These core values guide us toward our goals of becoming the premier commercial landscape and irrigation provider in the area. From ZIIC's very first signed contract over five years ago, to our current landscaping maintenance and installation portfolio of \$1,300,000.00, we know that our success is measured by our client's satisfaction and continued employee development.



DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

PROFESSIONALISM

- Trained, certified, & properly supervised personnel, in accordance with accepted horticultural practices, shall perform all work.
- Materials shall be applied in accordance with manufacturer's directions. Where alternate products are available, the environmental impact of the products shall govern which is used.
- Adequate personnel and equipment shall be provided to permit the timely completion of all operations.
- Workers Compensation and General Liability insurance; Certificates Of Insurance provided upon request.
- All required pesticide license are renewed and current.
- Personnel shall wear uniformed shirts or jackets when on-site.
- Company vehicles shall display company name & logo when on-site.
- General Operations Manager, landscape designer, & experienced crew on site weekly.
- Enhancements provided as needed, to include not only landscaping but hardscape, such as: fencing, arbors, pergolas, pavers and lighting.

MANAGEMENT & KEY PERSONNEL DIRECTORY

Israel Williams, General Operations Manager/Project Superintendent

I earned an **Associate of Science Technical Agriculture Degree, with specialization in Turf Grass Management**, in 2001 from Eastern Kentucky University. My previous professional experience includes Maintenance Divisional Manager for Commercial Landscaping & Irrigation in Central Florida where I was employed from 2003-2013. I was responsible for overseeing multiple properties in The Villages, Orlando-Orange County Expressway System, Walt Disney World's Saratoga Springs Resort, Disney's Animal Kingdom Lodge, Post-hurricane emergency cleanup & landscape restoration of Walt Disney World. I had continuous management of 50+ employees, & financial management of Landscape Maintenance Division Portfolio valuing \$3.25 million dollars. Responsibilities and duties included managing all aspects of turf, shrub and ornamental care including large tree relocation, quarterly installment of 35,000 annuals/perennials, maintaining all Maxi Com and Toro Ozmac irrigation systems and planning, scheduling, overseeing, & inspecting daily job tasks for multiple crews. In 2013, I began working as Operations and Enhancement Manager with Brickman Group, overseeing production in the field and managing all enhancement work. While at Brickman, I gained understanding of the uniqueness of the seasonal traffic flow, seasonal turf grounds usage & patterns, and gained experience in tailoring services to the needs of homeowners and their associations.

Other experience in turf grass management, dating back to 1998, includes Project Manager for One Source Landscape & Golf Course Services in Lady Lake FL, Cherry Blossom Golf Course in Georgetown, Kentucky, The Bull at Boone's Trace in Richmond, Kentucky and Kearney Hill Links in Lexington, Kentucky, servicing a variety of markets including golf course maintenance, sports turf maintenance of athletic fields, landscape installation & maintenance, including Bermuda, St. Augustine & Bahia grass, perennial flowerbeds, trees & annual flowerbeds.

My family and I reside in DeFuniak Springs and enjoy this great area of Northwest Florida.

PROFESSIONAL LICENSURE & CERTIFICATIONS

- Certified Pest Control Operator
- State of FL DEP Green Industries Best Management Practices Training certified
- Certified Right of Way Pest Control Commercial Applicator (Category 6)
- Certified FDOT Temporary Traffic Control (TTC): Advanced



DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

Scott A Smith, Business Development

My background in the landscaping industry began in 2003 with a private company in South Walton County, where I served as a landscape designer, sales manager and project coordinator. More recently, I worked with the Brickman Group, serving as an Account Manager and Branch Manager, managing a staff of 25. My responsibilities included landscape design, project management and sales, managing a \$1.5 million dollar portfolio. Properties included multi-residential communities, and planned resort communities as well as overseeing a major renovation at the Hilton / Sandestin Resort.

I have also been a landscape designer for over 14 years, and am able to provide detailed AutoCAD landscape designs for residential and commercial installations for a variety of projects. I have a vast knowledge of coastal native plant material and approved landscape design for communities such as Watercolor, Watersound, Rosemary Beach, Alys Beach, Draper Lake, Forest Lakes, etc. I can submit design criteria and input for various upgrades and enhancements throughout the property as well as provide itemized proposals for installation scopes-of-work. I am very familiar with design review board criteria. I have worked with many architects and contractors in the area and out of state. This work has included site evaluations, meetings, presentations, etc. I have been involved with projects that include dune restoration, saving and restoring local native habitats, bringing large and small developments up to environmental code, and incorporating multiple hardscapes into the surrounding areas. I also took a consulting assignment as the Compliance/Design Review Coordinator in Watersound, prior to their changing management companies. I also serve as a landscape consultant on two HOA Architectural Review Boards on 30A, to review plans for both exclusive developments in the area. I served as President on my own HOA for five years at my former address in Bay Pine Shores in South Walton County. I currently sit on the Architectural Review Board in my own neighborhood.

My wife and I reside in Pt. Washington and have been Walton County residents since 2003.

KEY SKILLS

- AutoCAD landscape designs

Carrie Bell Williams, Owner/Office Manager

As a native of Walton County, I grew up in my family's asphalt construction company, where I eventually served as Office Manager. In 2001 I earned a Masters of Arts Degree in Communication Disorders. I have worked in adult and pediatric settings in both the private and corporate sectors, as a Speech/Language Pathologist for 16 years. In these positions, I have acquired valuable ethics, public relations, time management, organization, collaboration, & customer service skills that now serve me in my current position.

In 2012, I returned to DeFuniak Springs, relocating with my family from Central Florida. By growing up in a self-employed family and enjoying the comradery & stability that it can bring, I knew I would eventually open my own business. With a goal of forming an avenue to industry that would provide stabile jobs to local families, keep revenues earned in our local economy, provide a high level of product & service to our customers, and support a pride for our local area – ZIIC Outdoors, LLC was born. With an eye for detail, and a passion for organization, I am able to manage payroll and tax reports, as well as keep all necessary licensure, certifications, bonding, and insurance policies current and active for the company as Office Manager for ZIIC.

PROFESSIONAL LICENSURE & CERTIFICATIONS

- Woman Owned Business Certification by State of Florida Office of Supplier Diversity



DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

OUR EMPLOYEES

Alan Best, Crew Leader

- ☐ 26+ years experience in green industry
- ☐ 3 year employee with ZIIC Outdoors, LLC

Mike Mitchem, Crew Leader

- ☐ 16+ years experience in green industry
- ☐ 5 year employee with ZIIC Outdoors, LLC

Greg Leitner, Crew Leader

- ☐ 10+ years experience in green industry
- ☐ 1 year employee with ZIIC Outdoors, LLC

Mike Wyatt, Crew Leader

- ☐ 1 year experience in green industry
- ☐ 1 year employee with ZIIC Outdoors, LLC

Dustin Barton, Irrigation Technician

- ☐ 6+ years experience in green industry
- ☐ 2 year employee with ZIIC Outdoors, LLC

Wilton Arrington, New Construction/Work-order Crew Leader

- ☐ 7+ years experience in green & construction industries
- ☐ 2 year employee with ZIIC Outdoors, LLC

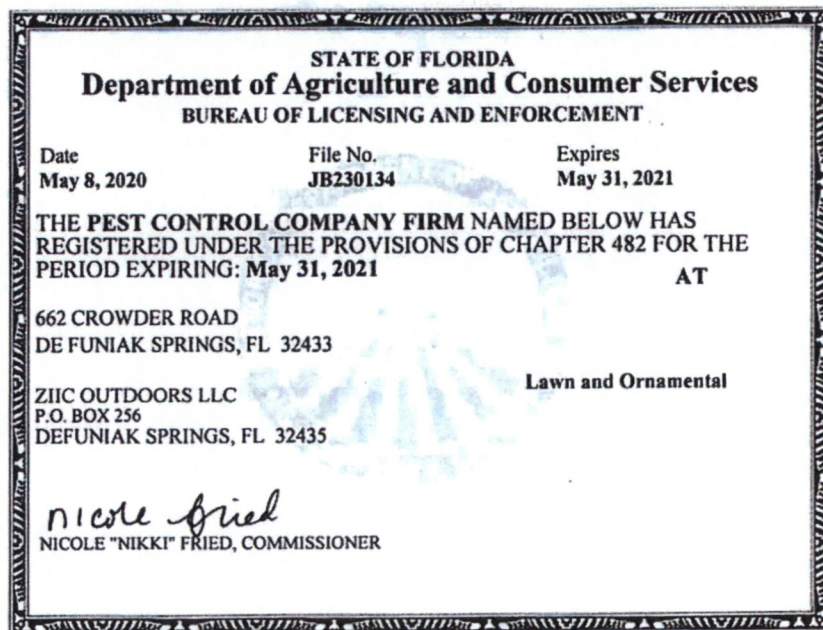
SAFETY ASSURANCE

Safety First: All teams will be required to wear FDOT approved safety vests bearing the company name, along with safety glasses, ear protection, boots, and long pants. This uniform is provided for their protection. It is required to be worn at all times on the work site.



DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

COMMERCIAL LAWN & ORNAMENTAL "CERTIFIED PEST CONTROL OPERATOR" (CPCO) LICENSE – for BUSINESS:





DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

COMMERCIAL LAWN & ORNAMENTAL "CERTIFIED PEST CONTROL OPERATOR" (CPCO) LICENSE – for OPERATOR:

State of  Florida

Department of Agriculture and Consumer Services
Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

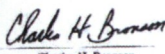
Number: JF126723

ISRAEL ANTHONY WILLIAMS

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn & Ornamental

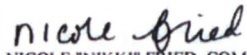
in conformity with an Act of the Legislature of the State of Florida regulating the
practice of Pest Control and imposing penalties for violations.



Charles H. Bronson
Commissioner of Agriculture

In Testimony Whereof, Witness this
signature at Tallahassee, Florida on July 9, 2004

Chief Bureau of Entomology and Pest Control

DAC-3 Form 1795, Feb. 99

STATE OF FLORIDA		
Department of Agriculture and Consumer Services		
BUREAU OF LICENSING AND ENFORCEMENT		
Date May 5, 2020	File No. JF126723	Expires June 1, 2021
THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2021		
ISRAEL ANTHONY WILLIAMS 662 CROWDER RD DEFUNIAK SPRINGS, FL 32433		Lawn and Ornamental
 NICOLE "NIKKI" FRIED, COMMISSIONER		



DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

FL DOT MAINTENANCE OF TRAFFIC CERTIFICATION:

Certificate of Completion

Israel A. Williams

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Advanced Course.**

08/31/2021

Date Expires

140

FDOT Provider #

Jeremiah McCarthy

Instructor

32044

Certificate #



Metro Florida Safety Council
Tri-County
Dade, Broward, Palm Beach,
metrofloridasafetycouncil.com
mlyons@metrofloridasafetycouncil.com



For more information about Temporary Traffic
Control (TTC) or to verify this certificate
www.motadmin.com



DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

RIGHT-OF-WAY CHEMICAL APPLICATOR LICENSE:

**Florida Department of Agriculture and Consumer Services
Pesticide Certification Office**

Commercial Applicator License

License # CM24834

WILLIAMS, ISRAEL ANTHONY

P O BOX 256

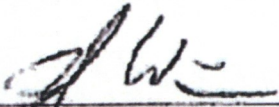
DE FUNIAK SPRINGS, FL 32435

Categories

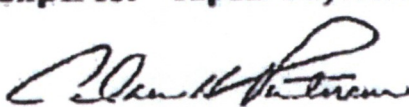
6

Issued: April 20, 2017

Expires: April 30, 2021



Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.



DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

State of Florida, DEP, Green Industries: BEST MANAGEMENT PRACTICES CERTIFICATIONS:





DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

MINORITY OWNED BUSINESS CERTIFICATION:

State of Florida

Woman Business Certification

ZIIC Outdoors, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

02/28/2019 to 02/28/2021

Jonathan R. Satter, Secretary
Florida Department of Management Services



office of supplier
DIVERSITY

Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • www.dms.myflorida.com/osd



DESIGN – LANDSCAPE – MAINTENANCE
HARDSCAPES – COMMERCIAL EXPERTISE

BUSINESS LICENSE:

**OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON**

BUSINESS NAME ZIIC OUTDOORS, LLC

TYPE OF BUSINESS Non-Regulated

BUSINESS ADDRESS 662 CROWDER RD
DEFUNIAK SPRINGS, FL 32433

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

CARRIE WILLIAMS
PO BOX 256
DEFUNIAK SPRINGS, FL 32435

Paid 0-19061129 35.00

2019 - 2020

**OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA**

**OKALOOSA COUNTY
Tax Collector**
View Your Account Online



RECEIPT NO. 3600100766676
EXPIRES SEPTEMBER 30, 2020

SUPPLEMENTAL	
RENEWAL	
NEW BUSINESS	
TRANSFER	0.00
ORIGINAL TAX	35.00
	0.00
AMOUNT	
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	35.00

Carrie Williams
SIGN AND DISPLAY AS REQUIRED

I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR
THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE
AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND
LOCAL ORDINANCE, INCLUDING ZONING



REFERENCES

#	Association Name	Property Location	Contact person & Telephone number	Under contract since	Term of contract	Contact person email
1	Walton County: Hwy 30-A Multi Use Paths & ROW	Santa Rosa Beach	Josh Ervin 850-267-4578	2017-current	3 Yr.	Josh@visitsouthwalton.com
2	Walton County: US Hwy 331 Median & ROW (Hwy 98 to Bay Grove Rd)	Santa Rosa Beach	Josh Ervin 850-267-4578	2019-current	3 Yr.	Josh@visitsouthwalton.com
3	Forest Lakes	Blue Mtn Beach	Jim Irwin 850-830-0809	2016-current	3 Yr.	taohomeowners@gmail.com
4	High Pointe	Santa Rosa Beach	Gina Rutherford 850-814-2982	2017-current	1 Yr.	Gina.Rutherford@resortquest.com
5	Nantucket Cottages	Destin	David Krika 813-694-7011	2016-current	3 Yr.	david.krika@vacasa.com
6	The Crescent at Miramar Beach	Miramar Beach	Matt Pace 850-654-3490	2016-current	3 Yr.	matt.pace@vacasa.com
7	Enclave	Destin	Patrick Wilborn 850-305-4041	2015-current	1 Yr.	PWILBORN@PMAINFO.COM
8	Lakeside at Blue Mountain Beach	Blue Mtn Beach	John Youngbeck 850-543-6886	2015-current	1 Yr.	JYOUNGBECK@GMAIL.COM



ZIICOUT-01

DMCDONALD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2020

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 License # L100460
Acentria Insurance - Destin
4634 Gulfstar Drive
Destin, FL 32541

CONTACT NAME:
PHONE (A/C, No, Ext): (850) 650-1950 FAX (A/C, No): (850) 892-0320
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Southern-Owners Insurance Company

10190

INSURER B : Auto-Owners Insurance Company

18988

INSURER C : BusinessFirst Insurance Company

11697

INSURER D :

INSURER E :

INSURER F :

INSURED

Ziic Outdoors LLC
P.O. Box 256
De Funiak Springs, FL 32433

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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			78389699	9/5/2019	9/5/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5138974300	9/5/2019	9/5/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	521-16094-0000	9/5/2019	9/5/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	☐ Pollution Liability			78389699	9/5/2019	9/5/2020	\$ 1,000,000

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

CERTIFICATE HOLDER

For Bidding Purposes Only

CANCELLATION

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

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ZIIC OUTDOORS, LLC		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 256	Requester's name and address (optional)	
6 City, state, and ZIP code DEFUNIAK SPRINGS, FL 32435		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
4	7	-	1	9	8	6	2	6	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Lamir Williams*

Date ► *05/18/2020*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RECEIPT NO. 3600100766676
EXPIRES SEPTEMBER 30, 2020

2019 - 2020
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON
BUSINESS NAME ZIIC OUTDOORS, LLC

TYPE OF BUSINESS Non-Regulated

BUSINESS ADDRESS 662 CROWDER RD
DEFUNIAK SPRINGS, FL 32433

MAKE CHECKS PAYABLE TO Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

OKALOOSA COUNTY
Tax Collector
View Your Account Online



Scan Here

CARRIE WILLIAMS
PO BOX 256
DEFUNIAK SPRINGS, FL 32435

Paid 0-19061129 35.00 05/05/2020

SUPPLEMENTAL	
RENEWAL	
NEW BUSINESS	0.00
TRANSFER	35.00
ORIGINAL TAX	0.00
AMOUNT	
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	35.00

Carrie Williams

SIGN AND DISPLAY AS REQUIRED

I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND LOCAL ORDINANCE, INCLUDING ZONING.

The City Council Of The City of Destin, FL

RE: (RFB) No. 20-05-PS

BID RENEWAL ADJUSTMENTS: ZONES 1,3,5,6,7,8,9

We are not requesting an increase in annual cost for these existing areas. However, to keep costs low, we are requesting adjustments to the scope of services. The adjustments we have made reduce costs for our company without lowering the standard of maintenance for your property.

The services deleted were low impact, and excessive of typical landscaping maintenance practices. For example: deleting the Ph testing will have no effect on the property; discontinuing fertilization of mature palm trees will have no effect on their appearance or health; monthly irrigation checks are sufficient, compared to excessive weekly checks; etc.

ZONE:	ZONE DESCRIPTION:	ANNUAL COST:
1	HARBOR BLVD (MARLER BRIDGE TO AIRPORT RD)	\$37,000.00
3	US98 – EMERALD COAST PARKWAY (MATTHEW BLVD TO KEL-WEN CIRCLE)	\$13,875.00
5	MOUNTAIN DRIVE	\$18,500.00
6	MAIN STREET	\$11,100.00
7	LEGION DRIVE	\$7,400.00
8	AIRPORT ROAD	\$37,000.00
9	SCENIC HIGHWAY 98	\$18,500.00

The City Council Of The City of Destin, FL

RE: (RFB) No. 20-05-PS

REVISED ITEMIZED FUNCTIONS, FREQUENCIES & REQUIREMENTS:

FOR ZONES: 1,3,5,6,7,8,9

FUNCTION:	FREQUENCY: (PER YEAR)
Mow	44
Edge (Bedlines)	22
Edge (Hardlines) <i>Must meet FDOT requirements</i>	22
Monofilament Trim	44
Bed Weed Control	Monthly
Shrub/Groundcover Trim <i>Must meet FDOT requirements</i>	Monthly
Tree Pruning <i>Must meet current FDOT requirements</i>	Annually
Palm Pruning <i>Must meet current FDOT requirements</i>	Annually
Debris Policing and Disposal (all Properties)	44 (During Mow Cycle)
Ant Control (Fiprinal: 4-6 month ant control)	1x
Insect/Disease Control	As needed
Irrigation Inspection	Monthly
Palm Fertilization	N/A
Tree Fertilization	As needed
Shrub Fertilization	As needed
Groundcover Fertilization	As needed
Turf Grass Fertilization	March/October
Turf Weed Control	March, June/July, November
Overseed	N/A
Ph Testing & Supplements	N/A

The City Council Of The City of Destin, FL

RE: (RFB) No. 20-05-PS

REVISED CHEMICAL/FERTILIZER PROGRAM:

MONTH APPLIED:	PRODUCT APPLIED:
MARCH	<i>Granular Mole Cricket/Ant Control:</i> Fipronil 0.0143G at 44 lbs/acre OR 1 lb/1000 sq ft <i>Broadleaf Weeds:</i> Celsius Turf Herbicide at 2.0 oz/acre <i>Turf Fertilization:</i> Harrell's 18-0-9 Slow release (9 months) with micronutrients <i>Pre-emergent Weed Control:</i> Gallery 75 Dry Flowable at 1 lb/acre
JUNE/JULY	<i>Sprayable Insecticide:</i> Bifenthrin at 1 oz/1000 sq ft <i>Broadleaf Weeds:</i> Celsius Turf Herbicide at 2.0 oz/acre <i>Sedge Control:</i> Certainty Turf Herbicide at 1.25 oz/Acre
OCTOBER	<i>Turf Fertilization:</i> Harrell's 18-0-9 Slow release (9 months) with micronutrients
NOVEMBER	<i>Broadleaf Weeds:</i> Celsius Turf Herbicide at 2.0 oz/acre

The City Council Of The City of Destin, FL

RE: (RFB) No. 20-05-PS

BID RENEWAL ADJUSTMENTS: ZONE 2 & ZONE 4

Due to the vast increase in mowing/edging area to be maintained, compared to what was existing before construction, we are requesting for a substantial increase in funding in these two zones.

At the time of bid, ZIIC Outdoors, LLC was of the understanding that the square footage of the two zones affected by construction (Zone 2 and Zone 4), would remain the approximate same mowing/edging area. When Zones 2 and 4 were re-opened for landscaping maintenance in the Spring of 2021, we were overwhelmed with the significant increase in the amount of time required to maintain these zones. These zones now require three times the amount of labor than before construction took place. Instead of tripling the price of maintenance on these zones, we are proposing to keep your costs low by a combination of a partial increase in annual cost, paired with a partial cutting of services where the impact would be minimal (Right Of Way on north and south side of roadway). We recommend reducing these services to 22 services/year as opposed to the current 44 services/year. We would continue to service the high visibility areas (the center islands) the recommended 44 services per year.

Please carefully consider the adjustments we have made. Thank you for allowing ZIIC Outdoors, LLC to be of service.

ZONE:	ZONE DESCRIPTION:	EXISTING ANNUAL COST:	ADJUSTED ANNUAL COST:
2	US98- EMERALD COAST PARKWAY (AIRPORT RD TO MATTHEW BLVD)	\$27,750.00	\$55,500.00
4	US98 – EMERALD COAST PARKWAY (KEL-WEN CIRCLE TO WALTON COUNTY LINE)	\$13,875.00	\$30,000.00

The City Council Of The City of Destin, FL

RE: (RFB) No. 20-05-PS

REVISED ITEMIZED FUNCTIONS, FREQUENCIES & REQUIREMENTS:

FOR ZONES: 2, 4

FUNCTION:	FREQUENCY: (PER YEAR)
Mow – Center Islands	44
Mow – North & South Right of Ways	22
Edge (Bedlines)	22
Edge (Hardlines) <i>Must meet FDOT requirements</i>	22
Monofilament Trim	44
Bed Weed Control	N/A
Shrub/Groundcover Trim <i>Must meet FDOT requirements</i>	N/A
Tree Pruning <i>Must meet current FDOT requirements</i>	N/A
Palm Pruning <i>Must meet current FDOT requirements</i>	N/A
Debris Policing and Disposal (all Properties)	During Mow Cycle
Ant Control	N/A
Insect/Disease Control	N/A
Irrigation Inspection	N/A
Palm Fertilization	N/A
Tree Fertilization	N/A
Shrub Fertilization	N/A
Groundcover Fertilization	N/A
Turf Grass Fertilization	N/A
Turf Weed Control	N/A
Overseed	N/A
Ph Testing & Supplements	N/A

The City Council Of The City of Destin, FL

RE: (RFB) No. 20-05-PS

REVISED BID SHEET:

ZONE:	ZONE DESCRIPTION:	ANNUAL COST (BID):
1	HARBOR BLVD (MARLER BRIDGE TO AIRPORT RD)	\$37,000.00
2	US98- EMERALD COAST PARKWAY (AIRPORT RD TO MATTHEW BLVD)	\$55,500.00
3	US98 – EMERALD COAST PARKWAY (MATTHEW BLVD TO KEL-WEN CIRCLE)	\$13,875.00
4	US98 – EMERALD COAST PARKWAY (KEL-WEN CIRCLE TO WALTON COUNTY LINE)	\$30,000.00
5	MOUNTAIN DRIVE	\$18,500.00
6	MAIN STREET	\$11,100.00
7	LEGION DRIVE	\$7,400.00
8	AIRPORT ROAD	\$37,000.00
9	SCENIC HIGHWAY 98	\$18,500.00
	SECTION TOTAL:	\$228,875.00

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.C.**TO:** City Council**THRU:** Louis Zunguze, Interim City Manager**FROM:** Jeffrey Cozadd, Grants Manager
Robert Scheffel Wright
Ryan Scott, City Engineer
Krystal Strickland, Finance Director
Kimberly Kopp, City Attorney**DATE:** January 2, 2024**SUBJECT:** Motion to Consider Rescission of the Prior Council Directive on FPL
Undergrounding Contractor

I. BACKGROUND: The undergrounding of utilities project is an initiative identified as part of the City's Strategic Plan.

For purposes of initial contractor selection, RFP 23-10-ENG, Phase 1 Utility Undergrounding Conversion Project, was released on October 5, 2023. Proposals were then opened on November 9, 2023. The City received three proposals: (1) Accurate Drilling System, Inc. ("ADS"); (2) Hypower LLC ("Hypower"); and (3) WILCO Electrical LLC ("WILCO").

The Bid Committee evaluated these proposals in collaboration with Utility Consultants of Florida and Florida Power & Light Company, the City's subject matter experts, and presented its report to Council at the December 11, 2023, regular Council meeting. The proposers made in-person presentations, and after discussion including questions by Council and answers by the proposers, the Council directed Staff to negotiate a contract with ADS. No contract has been awarded.

Since no contract has been awarded, the Council's action is not ripe for a formal protest. Even so, Hypower lodged a formal protest, and WILCO submitted a letter regarding the Council's decision.

II. DISCUSSION: Florida law clearly recognizes that a city's governing council has great discretion in deciding to award a contract to the proposer that the governing body believes will serve the interests of the City and its citizens. To streamline and expedite the selection process, a motion to consider rescission has been placed on the agenda by Councilmember Bagby.

Currently, City Staff has standing direction to negotiate a contract with ADS. Pursuant to Resolution 22-08, section 3.11, the Council may rescind prior direction by a Councilmember placing on the agenda a Motion to Consider Recission. If a majority of the full membership of the Council approves the Motion to Consider Recission, the Motion to Rescind shall be placed on the agenda of the next regular Council meeting. At the next regular Council meeting, the Council then considers the Motion to Rescind, which passes only with the affirmative vote of a majority of the full membership of the Council. If the Motion to Rescind passes, then the Council may consider the previous action at that meeting or at a future meeting, date certain.

Council may consider this course of action to streamline and expedite the selection process. If the Council elects this course of action, then City staff will amend the RFP and Purchasing Manual to better memorialize the preferred 1-2-3 ranking system of Council and bring these items back to Council for consideration.

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

III. CONCLUSION: The City Council may elect to rescind its standing direction to City Staff to negotiate a contract with ADS by passing the Motion to Consider Recission Prior Council Directive on FPL Undergrounding Contractor by majority vote of the full membership of Council. If the Motion to Consider Recission passes, then a Motion to Rescind Prior Directive on FPL Undergrounding Contractor will be placed on the agenda for the next meeting scheduled for January 22, 2024. The Council may then elect to reject all bids relating to RFP 23-10-ENG, should it so choose. If all bids are rejected, Council may direct City Staff to issue a new a RFP seeking an undergrounding construction contractor for Phase 1 of the Utility Undergrounding Conversion Project. Additionally, Council may direct amendment to the Purchasing Manual consistent with the discussion above.

IV. RECOMMENDED MOTION: I move to consider rescission of the prior Council directive to negotiate a contract with ADS and have a motion to rescind this action considered at the next Council meeting on January 22, 2024.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director

DATE: December 28, 2023

SUBJECT: Operations Financial Report - Informational 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 11/30/2023:

At the end of November we were 17% of the way through Fiscal Year 2024, which is October 1 - September 30, 2024

5% of Ad Valorem (property) taxes have been received. The majority of property taxes arrive in January/February.

We have expended 14% of the Operating Budget

We have expended 18% of the Capital Budget

The net change in total fund balance is a year-to-date a decrease of \$9.6 million. This includes the \$9 million acquisition of property at 1 Harbor Boulevard.

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. 2024p02 Nov YTD Actual TREND

City of Destin, Florida

Balance Sheet - Governmental Funds

	01, 700	102	110	111	122, 125, 127, 129	209, 213, 214, 221	300, 305, 315	2023
<i>Period ended November 30,</i>								
	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	\$ 6,101,779	\$ 1,154,457	\$ -	\$ -	\$ 7,764,037	\$ -	\$ 2,485,666	\$ 17,505,939
Investments	14,734,013	-	-	-	-	-	-	14,734,013
Due from other funds	477,082	-	-	187,898	-	-	22,199	687,179
Due from other governments	741,135	-	-	-	112,140	6,270,863	2,825,766	9,949,903
Advance to other funds	2,261,624	-	-	-	-	-	-	2,261,624
Accounts receivable - other	170,974	-	-	-	-	-	59,459	230,433
Prepaid items	125,654	-	-	-	-	-	-	125,654
Restricted cash and cash equivalents	-	-	123,408	338,220	-	559,590	6,518,479	7,539,697
Total assets	\$ 24,612,261	\$ 1,154,457	\$ 123,408	\$ 526,118	\$ 7,876,177	\$ 6,830,452	\$ 11,911,569	\$ 53,034,442
Liabilities, deferred inflows of resources and fund balances								
Liabilities:								
Accounts payable	259,897	82,954	1,868	9,743	26,437	-	328,133	709,031
Accrued payroll	(34,250)	-	-	-	-	-	-	(34,250)
Unearned Revenue	869,363	-	-	-	-	-	1,196,319	2,065,682
Due to other funds	218,933	-	-	172,214	-	-	304,868	696,016
Advance from other funds	-	2,261,624	-	-	-	-	-	2,261,624
Total liabilities	1,313,944	2,344,578	1,868	181,957	26,437	-	1,829,320	5,698,102
Deferred inflows of resources								
Unavailable revenue	-	-	-	-	-	-	-	-
Deferred revenue	-	-	-	-	-	6,270,863	2,816,930	9,087,792
Total deferred inflows of resources	-	-	-	-	-	6,270,863	2,816,930	9,087,792
Fund balances:								
Nonspendable	2,362,544	-	-	-	-	-	-	2,362,544
Restricted	-	-	81,944	342,416	213,562	559,590	3,930,077	5,127,590
Committed	10,874,000	-	-	-	6,553,395	-	1,048,784	18,476,179
Assigned	2,745,365	327,515	39,596	1,745	1,082,783	-	2,286,459	6,483,462
Unassigned	7,316,409	(1,517,635)	-	-	-	-	-	5,798,774
Total fund balances (deficit)	23,298,317	(1,190,120)	121,541	344,161	7,849,740	559,590	7,265,319	38,248,548
Total liabilities, deferred inflows of resources and fund balances	\$ 24,612,261	\$ 1,154,457	\$ 123,408	\$ 526,118	\$ 7,876,177	\$ 6,830,452	\$ 11,911,569	\$ 53,034,442
	\$ -	\$ -	\$ (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
Actuals 10/01/2023 - 11/30/2023

SUMMARY ALL FUNDS	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
Ad Valorem Taxes	\$ 12,184,032	\$ 650,583		\$ 10,614,591	\$ 11,533,449
Tax Increment Financing (TIF)	1,952,514	-		1,952,514	1,952,514
Delinquent Ad Valorem Taxes	5,000	(342)		81,036	5,342
Sales and Use Taxes	3,632,682	653,047		3,656,001	2,979,635
Licenses and Permits	5,846,630	705,813		5,578,005	5,140,817
Impact Fees	105,500	16,052		103,968	89,448
Intergovernmental	13,866,864	403,456		9,508,520	13,463,408
Charges for services	1,195,050	168,649		1,164,524	1,026,401
Fines and Forfeitures	109,400	9,044		100,211	100,356
Investment Income	391,170	350,817		735,408	40,353
Contributions	3,880	3,850		7,083	31
Miscellaneous income	5,201	3,481		7,815	1,720
TOTAL REVENUES	39,297,923	2,964,449	-	33,509,677	36,333,475
<i>check figures:</i>	<i>39,297,923</i>	<i>2,964,448</i>	<i>-</i>	<i>33,509,677</i>	<i>36,333,475</i>
General Government	5,312,418	646,579	149,304	5,103,525	4,516,535
Public Safety	5,579,013	804,737	2,503,745	5,428,807	2,270,532
Physical Environment	554,415	45,475	71,726	512,985	437,214
Transportation	2,278,629	331,610	36,499	2,183,503	1,910,520
Economic Environment	409,945	29,500	78,487	371,873	301,958
Health & Human Services	107,537	1,631	17,581	106,988	88,325
Culture and Recreation	5,352,225	818,441	68,255	5,133,567	4,465,530
Debt Service	3,364,660	221,000	-	3,363,484	3,143,660
Capital Outlay	52,844,824	9,630,581	5,132,781	45,483,550	38,081,462
TOTAL EXPENDITURES	75,803,666	12,529,553	8,058,377	67,688,281	55,215,735
Excess (deficiency) of revenues over expenditures	(36,505,743)	(9,565,105)		(34,178,604)	
Proceeds from issuance of debt	25,421,123	-	-	25,412,790	25,421,123
Transfers In	51,853,271	9,050,782		49,966,567	42,802,489
Transfers Out	(51,853,273)	(9,050,782)		(50,051,180)	(42,802,491)
Total other financing sources (uses)	25,421,121	-	-	25,328,177	25,421,121
Net change in fund balances	(11,084,622)	(9,565,105)		(8,850,427)	
Fund Balance, Beginning	47,813,655	47,813,654		47,813,655	
Fund Balance, Ending	36,729,033	38,248,549		38,963,228	

*FY2024 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

FUND BALANCE SUMMARY ALL FUNDS	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 PROJECTION
Nonspendable (Town Center CRA + prepaids)	2,361,624	2,362,544	2,262,544
Restricted (FL Statute & Debt Covenants)	2,660,871	5,127,590	3,887,525
Committed (Council Resolutions & Motions)	18,130,901	18,476,179	17,365,579
Assigned (contracts/PO balances)	3,085,933	6,483,462	4,214,250
<i>Unassigned</i>	<i>10,489,704</i>	<i>5,798,774</i>	<i>11,233,329</i>
Ending Fund Balance	36,729,033	38,248,548	38,963,228

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01 GENERAL FUND	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
01-31 Ad Valorem Taxes	11,073,047	650,583		9,503,606	10,422,464
01-31 Delinquent Ad Valorem Taxes	5,000	(342)		81,036	5,342
01-31 Sales and Use Taxes	1,639,411	378,588		1,720,483	1,260,823
01-32 Licenses and Permits	3,754,770	395,485		3,524,460	3,359,285
01-32 Impact Fees	-	-		-	-
01-33 Intergovernmental	3,706,814	403,456		3,483,936	3,303,358
01-34 Charges for Services	615,310	94,407		607,165	520,903
01-35 Fines and Forfeitures	109,400	9,044		100,211	100,356
01-36 Investment Income	373,930	247,560		559,168	126,371
01-36 Contributions	3,880	3,850		7,083	31
01-36 Miscellaneous Income	5,201	89		4,423	5,112
TOTAL REVENUES	21,286,763	2,182,718	-	19,591,571	19,104,045
01-51 General Government	4,946,922	646,579	149,304	4,738,029	4,151,039
01-52 Public Safety	4,266,269	634,868	2,502,000	4,177,735	1,129,402
01-53 Physical Environment	529,415	45,475	71,726	492,151	412,214
01-54 Transportation	2,119,822	323,269	36,499	2,042,822	1,760,054
01-55 Economic Environment	14,600	3,613	-	15,780	10,987
01-56 Health & Human Services	107,537	1,631	17,581	106,988	88,325
01-57 Culture and Recreation	5,352,225	818,441	68,255	5,133,567	4,465,530
01-59 Capital Outlay	146,560	6,823	-	128,957	139,737
01-59 Debt Service Principal	18,814	2,423	-	18,101	16,391
01-59 Debt Service Interest	3,909	131	-	3,388	3,778
TOTAL EXPENDITURES	17,506,073	2,483,253	2,845,365	16,857,517	12,177,456
Excess (deficiency) of revenues over expenditures	3,780,690	(300,535)		2,734,053	
01-38 Proceeds from Issuance of Debt	50,000	-		41,667	50,000
01-38 Transfers In	8,600,000	-		8,600,000	8,600,000
01-58 Transfers Out	(15,597,515)	(8,775,753)		(13,881,529)	(6,821,762)
Total other financing sources (uses)	(6,947,515)	(8,775,753)		(5,239,862)	1,828,238
01 Net change in fund balances	(3,166,825)	(9,076,287)		(2,505,809)	
01 Fund Balance (deficit), Beginning	32,374,606	32,374,606		32,374,606	
01 Fund Balance (deficit), Ending	29,207,780	23,298,319		29,868,797	

Minimum target: 12,033,055
as per resolution 12-20 fund balance policy

102 TOWN CENTER CRA 1998-2037 (RESTRICTED; ECON DEV)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
102-31 County TIF	1,463,424	-		1,463,424	1,463,424
102-31 City TIF (Ad Valorem)	616,955	-		616,955	616,955
102-36 Investment Income	1,350	7,631		8,756	(6,281)
TOTAL REVENUES	2,081,729	7,631		2,089,135	2,074,098
102-55 Economic Environment	224,262	19,754	38,891	207,303	165,617
102-59 Capital Outlay	380,899	92,275	305,804	398,079	(17,180)
TOTAL EXPENDITURES	605,161	112,029	344,695	605,382	148,437
Excess (deficiency) of revenues over expenditures	1,476,568	(104,398)		1,483,753	

102-38 Transfers In	-	-	-	-
102-58 Transfers Out	(961,660)	(121,975)	(961,660)	(839,685)
Total other financing sources (uses)	(961,660)	(121,975)	(961,660)	(839,685)
102 Net change in fund balances	514,908	(226,373)	522,093	
102 Fund Balance (deficit), Beginning	(963,746)	(963,746)	(963,746)	
102 Fund Balance (deficit), Ending	(448,838)	(1,190,120)	(441,653)	

110 HARBOR CRA 2003-2043 (RESTRICTED; ECON DEV)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
110-31 County TIF	489,090	-		489,090	489,090
110-31 City TIF (Ad Valorem)	494,030	-		494,030	494,030
110-36 Miscellaneous Income	-	3,392		3,392	(3,392)
110-36 Investment Income	1,450	2,553		3,761	(1,103)
TOTAL REVENUES	984,570	5,944		990,273	978,626
110-55 Economic Environment	171,083	6,133	39,596	148,790	125,354
110-59 Capital Outlay	9,100,000	9,028,088	-	9,028,088	71,912
TOTAL EXPENDITURES	9,271,083	9,034,221	39,596	9,176,878	197,266
Excess (deficiency) of revenues over expenditures	(8,286,513)	(9,028,277)		(8,186,605)	
110-38 Transfers In	17,501,307	8,500,000		17,501,307	9,001,307
110-58 Transfers Out	(9,336,335)	(80,833)		(9,336,696)	(9,255,502)
Total other financing sources (uses)	8,164,972	8,419,167		8,164,611	(254,195)
110 Net change in fund balances	(121,541)	(609,110)		(21,994)	
110 Fund Balance (deficit), Beginning	730,649	730,649		730,649	
110 Fund Balance (deficit), Ending	609,108	121,539		708,655	

111 FLORIDA BUILDING CODE FUND (RESTRICTED; PUBLIC SAFETY)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
111-32 Licenses and Permits	1,021,940	183,055		1,034,671	838,885
111-36 Investment Income	130	2,071		2,179	(1,941)
TOTAL REVENUES	1,022,070	185,126		1,036,851	836,944
111-52 Public Safety	1,262,744	169,868	1,745	1,209,405	1,091,131
111-59 Capital Outlay	116,000	-	-	116,000	116,000
TOTAL EXPENDITURES	1,378,744	169,868	1,745	1,325,405	1,207,131
Excess (deficiency) of revenues over expenditures	(356,674)	15,257		(288,554)	
111-38 Transfers In	-	-		-	-
111-58 Transfers Out	(98,671)	(13,356)		(95,582)	(85,315)
Total other financing sources (uses)	(98,671)	(13,356)		(95,582)	(85,315)
111 Net change in fund balances	(455,345)	1,901		(384,136)	
111 Fund Balance (deficit), Beginning	342,260	342,260		342,260	
111 Fund Balance (deficit), Ending	(113,086)	344,161		(41,877)	

Need to increase Permit Fees

122 PARKING FUND (COMMITTED; TRANSPORTATION)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
122-34 Charges for Services	579,740	74,242		557,359	505,498
122-36 Investment Income	440	5,913		6,280	(5,473)
TOTAL REVENUES	580,180	80,156		563,639	500,024
122-54 Transportation	158,807	8,341	-	140,681	150,466
122-59 Capital Outlay	585,340	-	60,340	585,340	525,000
TOTAL EXPENDITURES	744,147	8,341	60,340	726,021	675,466
Excess (deficiency) of revenues over expenditures	(163,967)	71,814		(162,382)	(175,441)
122-38 Transfers In	-	-		-	-
122-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
122 Net change in fund balances	(163,967)	71,814		(162,382)	
122 Fund Balance (deficit), Beginning	1,030,856	1,030,856		1,030,856	
122 Fund Balance (deficit), Ending	866,889	1,102,671		868,475	

125 TECH FUND (COMMITTED; PUBLIC SAFETY)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
125-36 Investment Income	420	2,679		3,029	(2,259)
TOTAL REVENUES	420	2,679		3,029	(2,259)
125-52 Public Safety	50,000	1	-	41,667	49,999
125-59 Capital Outlay	85,000	-	-	85,000	85,000
TOTAL EXPENDITURES	135,000	1	-	126,667	134,999
Excess (deficiency) of revenues over expenditures	(134,580)	2,678		(123,638)	
125-38 Transfers In	213,395	19,683		180,071	193,712
125-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	213,395	19,683		180,071	193,712
125 Net change in fund balances	78,815	22,362		56,433	
125 Fund Balance (deficit), Beginning	442,346	442,346		442,346	
125 Fund Balance (deficit), Ending	521,161	464,708		498,779	

127 WATER QUALITY IMPROVEMENT FUND (ENVIRONMENT; RESTRICTED)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
127-32 Licenses and Permits	49,160	(12,938)		28,029	62,098
127-36 Investment Income	320	2,295		2,562	(1,975)
TOTAL REVENUES	49,480	(10,642)	-	30,591	60,122
127-53 Physical Environment	25,000	-	-	20,833	25,000
127-53 Capital Outlay	259,938	8,232	162,286	170,518	89,420
TOTAL EXPENDITURES	284,938	8,232	162,286	191,351	114,420
Excess (deficiency) of revenues over expenditures	(235,458)	(18,874)		(160,760)	
127-38 Transfers In	-	-		-	-
127-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
127 Net change in fund balances	(235,458)	(18,874)		(160,760)	
127 Fund Balance (deficit), Beginning	394,723	394,723		394,723	
127 Fund Balance (deficit), Ending	159,265	375,849		233,963	

129 OKA 1/2 PENNY 01/01/2019-12/31/2029 (COMMITTED; CAPITAL OUTLAYS)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
129-31 Sales and Use Taxes	1,726,259	230,321		1,668,870	1,495,938
129-36 Investment Income	4,760	32,879		36,845	(28,119)

TOTAL REVENUES	1,731,019	263,200		1,705,716	1,467,819
129-59 Capital Outlay	2,807,981	12,824	860,157	2,270,177	1,935,000
TOTAL EXPENDITURES	2,807,981	12,824	860,157	2,270,177	1,935,000
Excess (deficiency) of revenues over expenditures	(1,076,962)	250,376		(564,461)	
129-38 Transfers In	-	-		-	-
129-58 Transfers Out	(353,648)	(58,865)		(353,572)	(294,783)
Total other financing sources (uses)	(353,648)	(58,865)		(353,572)	(294,783)
129 Net change in fund balances	(1,430,610)	191,511		(918,033)	
129 Fund Balance (deficit), Beginning	5,715,003	5,715,003		5,715,003	
129 Fund Balance (deficit), Ending	4,284,394	5,906,513		4,796,969	

213 DEBT SERVICE 2013 NOTE (RESTRICTED; DEBT SERVICE)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
213-36 Investment Income	250	940		1,149	(690)
TOTAL REVENUES	250	940		1,149	(690)
213-59 Debt Service Principal	436,296	0	-	436,296	436,296
213-59 Debt Service Interest	117,275	-	-	117,275	117,275
TOTAL EXPENDITURES	553,571	0	-	553,571	553,571
Excess (deficiency) of revenues over expenditures	(553,321)	940		(552,423)	
213-38 Transfers In	553,571	92,262		553,571	461,309
213-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	553,571	92,262		553,571	461,309
213 Net change in fund balances	250	93,202		1,148	
213 Fund Balance (deficit), Beginning	93,987	93,987		93,987	
213 Fund Balance (deficit), Ending	94,237	187,189		95,135	

214 DEBT SERVICE 2014 NOTE (RESTRICTED; DEBT SERVICE)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
214-36 Investment Income	300	1,965		2,215	(1,665)
TOTAL REVENUES	300	1,965		2,215	(1,665)
214-59 Debt Service Principal	457,081	0		457,081	457,081
214-59 Debt Service Interest	274,771	-		274,771	274,771
TOTAL EXPENDITURES	731,852	0	-	731,852	731,852
Excess (deficiency) of revenues over expenditures	(731,552)	1,964		(729,637)	
214-38 Transfers In	731,852	121,975		731,928	609,877
214-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	731,852	121,975		731,928	609,877
214 Net change in fund balances	300	123,940		2,290	
214 Fund Balance (deficit), Beginning	247,434	247,434		247,434	
214 Fund Balance (deficit), Ending	247,734	371,374		249,725	

221 DEBT SERVICE 2021 NOTE (RESTRICTED; DEBT SERVICE)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
221-36 Investment Income	40	277		311	(237)
TOTAL REVENUES	40	277		311	(237)
221-59 Debt Service Principal	1,232,000	205,057		1,232,057	1,026,943
221-59 Debt Service Interest	74,514	13,388		74,514	61,126
221-51 General Government	-	-		-	-
TOTAL EXPENDITURES	1,306,514	218,445	-	1,306,572	1,088,069

Excess (deficiency) of revenues over expenditures	(1,306,474)	(218,168)	(1,306,261)	
221-38 Transfers In	1,306,514	218,388	1,306,514	1,088,126
221-58 Transfers Out	-	-	-	-
221-38 Proceeds from issuance of debt	-	-	-	-
Total other financing sources (uses)	1,306,514	218,388	1,306,514	1,088,126
221 Net change in fund balances	40	220	253	
221 Fund Balance (deficit), Beginning	807	807	807	
221 Fund Balance (deficit), Ending	847	1,027	1,061	

223 DEBT SERVICE 2023 NOTE (RESTRICTED; DEBT SERVICE)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 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	-	-	-	-	-
223-59 Debt Service Principal	750,000	-	-	750,000	750,000
223-59 Debt Service Interest	-	-	-	-	-
223-51 General Government	-	-	-	-	-
TOTAL EXPENDITURES	750,000	-	-	750,000	750,000
Excess (deficiency) of revenues over expenditures	-	-		-	
223-38 Transfers In	-	-		-	-
223-58 Transfers Out	-	-		-	-
223-38 Proceeds from issuance of debt	-	-		-	-
Total other financing sources (uses)	-	-		-	-
223 Net change in fund balances	-	-		-	
223 Fund Balance (deficit), Beginning	-	-		-	
223 Fund Balance (deficit), Ending	-	-		-	

224 DEBT SERVICE 2023 NOTE (RESTRICTED; DEBT SERVICE)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
224-36 Investment Income	50	-		42	50
TOTAL REVENUES	50	-		42	50
224-59 Debt Service Principal	-	-	-	-	-
224-59 Debt Service Interest	-	-	-	-	-
224-51 General Government	365,496	-	-	365,496	365,496
TOTAL EXPENDITURES	365,496	-	-	365,496	365,496
Excess (deficiency) of revenues over expenditures	(365,446)	-		(365,454)	
224-38 Transfers In	983,125	-		819,271	983,125
224-58 Transfers Out	(25,005,627)	-		(25,005,627)	(25,005,627)
224-38 Proceeds from issuance of debt	25,371,123	-		25,371,123	25,371,123
Total other financing sources (uses)	1,348,621	-		1,184,767	1,348,621
224 Net change in fund balances	983,175	-		819,312	
224 Fund Balance (deficit), Beginning	-	-		-	
224 Fund Balance (deficit), Ending	983,175	-		819,312	

300 RENEWAL AND REPLACEMENT (COMMITTED; CAPITAL OUTLAYS)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
300-36 Investment Income	2,360	13,987		73,987	(11,627)
TOTAL REVENUES	2,360	13,987		73,987	(11,627)
300-59 Capital Outlay	5,318,670	363,255	2,412,057	6,808,496	2,543,358
TOTAL EXPENDITURES	5,318,670	363,255	2,412,057	6,808,496	2,543,358
Excess (deficiency) of revenues over expenditures	(5,316,310)	(349,268)		(6,734,509)	

300-38 Transfers In	3,986,926	98,474	3,966,578	3,888,452
300-58 Transfers Out	-	-	-	-
Total other financing sources (uses)	3,986,926	98,474	3,966,578	3,888,452

300 Net change in fund balances	(1,329,384)	(250,794)	(2,767,932)	
300 Fund Balance (deficit), Beginning	2,252,268	2,252,268	2,252,268	
300 Fund Balance (deficit), Ending	922,884	2,001,473	(515,664)	

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305 GRANT AND GF CAPITAL PROJECT FUND (RESTRICTED; CAPITAL OUTLAYS)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
305-33 Intergovernmental	9,410,050	-		5,274,584	9,410,050
305-36 Contributions	-	-		-	-
TOTAL REVENUES	9,410,050	-		5,274,584	9,410,050
305-53 Physical Environment	-	-	-	-	-
305-59 Capital Outlay	12,621,487	107,080	1,132,094	5,581,093	11,382,312
TOTAL EXPENDITURES	12,621,487	107,080	1,132,094	5,581,093	11,382,312
Excess (deficiency) of revenues over expenditures	(3,211,437)	(107,080)		(306,508)	
305-38 Transfers In	1,972,262	-		306,508	1,972,262
305-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	1,972,262	-		306,508	1,972,262
305 Net change in fund balances	(1,239,175)	(107,080)		-	
305 Fund Balance (deficit), Beginning	(0)	(0)		(0)	
305 Fund Balance (deficit), Ending	(1,239,175)	(107,080)		1	

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315 IMPACT AND OTHER RESTRICTED (CAPITAL OUTLAYS)	FY2024 PROPOSED BUDGET	FY2024 YTD Actuals	FY2024 ENCUMBRANCES	FY2024 PROJECTION	FY2024 AVAILABLE BUDGET
315-32 Impact Fees	105,500	16,052		103,968	89,448
315-32 Licenses and Permits	1,020,760	140,211		990,844	880,549
315-31 Sales and Use Taxes	267,012	44,138		266,648	222,874
315-36 Investment Income	1,870	30,068		31,626	(28,198)
315-36 Miscellaneous Revenue	-	-		-	-
TOTAL REVENUES	1,395,142	230,468		1,393,086	1,164,674
315-53 Physical Environment	-	-	-	-	-
315-59 Capital Outlay	5,418,631	12,004	200,043	4,307,484	5,206,585
TOTAL EXPENDITURES	5,418,631	12,004	200,043	4,307,484	5,206,585
Excess (deficiency) of revenues over expenditures	(4,023,489)	218,464		(2,914,398)	
315-38 Transfers In	-	-		-	-
315-58 Transfers Out	(499,817)	-		(416,514)	(499,817)
Total other financing sources (uses)	(499,817)	-	-	(416,514)	(499,817)
315 Net change in fund balances	(4,523,306)	218,464		(3,330,912)	
315 Fund Balance (deficit), Beginning	5,152,462	5,152,462		5,152,462	
315 Fund Balance (deficit), Ending	629,156	5,370,926		1,821,550	

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Louis Zunguze, Interim 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: December 20, 2023

SUBJECT: Capital Project Status - **Informational 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.

Attachments:

1. 2023 1220 Monthly Capital Project Status Report

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to December 20, 2023		FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
PRIORITY	Citizen/Council Directed							
1.6	EN615	Cross-Town Connector	\$ 12,192,255	\$ 25,750	\$ 111,940	\$ 12,054,565	Ongoing	Demolition is scheduled for early January. Need PD&E decision from Council to move permitting process forward. TRIP deadlines to retain ROW grant expended: ROW to be certified by 2/15/24; Construction contract to be let by 05/31/24.
1.2	CM001	Crystal Beach Acquisition & Development	5,000,031	-	30,409	4,969,622	Ongoing	Crystal Beach purchased and cleared. TDC has presented the 30% beach park design. Design paused pending potential acquisition resolution.
1.2	CM002	Tarpon Beach Acquisition & Development	768,830	-	18,830	750,000	Ongoing	County has provided 100% specifications, stormwater plan, and opinion of probable cost to the city for committis and council to approve.
1.1	CENTR	City Center Feasibility/Planning/Design	50,000	-	-	50,000	Ongoing	Council agreed to Synalovski Romanik Saye (SRS). Contract under negotiation.
1.2	HRB1	Land Acquisition 1 Harbor Blvd	35,586,375	17,528,088	-	18,058,287	Complete	Closed on property 10/17/23, property has been secured.
1.3	UNDER	Undergrounding	30,570,767	10,324	857,769	29,702,674	Ongoing	Survey was ordered and completed. 95/109 (87%) easements have letters of intent. Completed 17/48 surveys to finalize and record easements. Council selected ADS to preform the work.
1.11	MARIN	City Marina	50,000	-	-	50,000		Staff proposes transferring these funds to the CENTR project.
1.5	CRH60	Pedestrian Pathway Under the Marler Bridge	149,571	-	149,571	-	Restarted	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	71,210	4,157	67,054	-	Ongoing	PD&E study began September 2023, paused while renegotiating Baskerville-Donovan contracts for Harbor area work. Proposal will be brought forth to January 22 meeting,
	Renewal & Replacement							
3.2	RR051	General Government	167,633	9,265	1,207	157,161	Ongoing	
3.2	RR052	Public Safety	241,806	9,265	-	232,541	Ongoing	
3.2	RR053	Physical Environment (Stormwater, Cemetery)	224,938	-	149,938	75,000	Ongoing	Harbor flap valve will be ordered February 2024
3.7, 3.9	RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1 + GF RR Fund)	2,965,178	28,113	442,846	2,494,219	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).

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to December 20, 2023		FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
3.2	RR571	Library	127,500	61,458	20,037	46,005	Ongoing	Carpet is being installed. Estimated completion by first week of January 2024.
3.2	RR572	Parks and Recreation	817,544	23,936	61,556	732,052	Ongoing	
3.2	RR573	Other Facilities (i.e. Museum)	4,500	-	-	4,500		
3.2	RRVEH	Prior Year Replacement Vehicles Ordered	478,848	-	478,848	-		Dumptruck, Streetsweeper and other equipment ordered in prior years anticipated to arrive Spring 2024.
3.2	RRV11	Replace Building Fund Vehicles	76,000	-	-	76,000		
3.2	RRV51	Replace General Government Vehicle	23,000	-	-	23,000		
3.2	RRV54	Replace Public Works Vehicles	365,000	239,877	-	125,123		2024 Ford F750 Urban Forestry Unit. Received mid December
3.2	RRV57	Replace Parks & Rec Vehicles	113,000	-	-	113,000		See 01/08/24 consent agenda.
	Growth Necessitated & Comp Plan		-	-	-	-		
	CE002	Code Enforcement Equipment	30,000	5,051	-	24,949		
	LB002	Library Impact Fee Projects	190,000	-	-	190,000		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	23,094	2,045	21,050	-	Ongoing	Final deliverables by January 2024.
	Other Capital Projects		-	-	-	-		
	ARP	Stormwater Infrastructure Projects	1,040,333	-	728,333	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		See 01/08/24 consent agenda.
	CEVEH	New Vehicle for Code Enforcement (expanding department)	46,000	-	-	46,000		See 01/08/24 consent agenda.
4.15	CRT17	Destin Multi-Use Trail	500,191	184,551	315,640	-	Ongoing	DAG is working on the design. Public Workshop was held in December. 305 design may be brought to Council January 22.
	DREDG	Dredge Harbor Channel (study plus dredging)	110,100	8,232	12,348	89,520	Ongoing	Bathymetric study data has been submitted to City. Internal design is underway by City staff.
	HURRC	Hurricane Response	100,000	-	-	100,000		
	IT003	Other Hardware/Software Replacements	170,000	-	-	170,000	Ongoing	
	PE003	Vulnerability Assessment	140,000	-	70,000	70,000	Completed	Kick Off meeting held 10/31. Public workshop scheduled for January.
	RC124	Morgan's Children's Park Playground Structure	100,000	-	-	100,000	Ongoing	Playground 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	199,544	-	99,544	100,000	Ongoing	Modular components on order. Sanitary sewer and drinking water systems need updated before installation.
4.16	RC127	Pickleball Court	400,150	14,805	35,345	350,000	Ongoing	30% designs will be shared with Parks & Rec committee and Public Works & Safety Committee in January.

COUNCIL/ MGMT OBJECTIVE	October 1, 2023 to December 20, 2023		FY2024 Budget*	YTD Actuals	YTD Encumbrances	FY2024 Available Budget	Status	Notes
	RC128	Morgan Sports Complex - Bathrooms/Fieldhouse	250,000	-	-	250,000	Ongoing	Bathrooms under design.
	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 design is consolidated with bathroom/fieldhouse design.
4.11	RC216	Clement Taylor Park Renovations	1,603,423	-	7,243	1,596,180	Ongoing	Awaiting subaward from County. New Construction Project manager will be tasked to draft construction RFP when subaward is executed.
	SW53	Stormwater Master Plan	-	-	-	-		
	SW56	Outfall at Mattie Kelly Pier	175,000	-	-	175,000		Appropriations request was submitted. A task order will be issued in June upon hearing appropriation results.
	SW57	Clement Taylor Park Strmwtr Mitigation	60,000	-	-	60,000	Closed	Secondary review show facilities are functioning adequately. Staff propose transferring these funds (1/2 Penny) to address Outfall at Mattie Kelly Pier.
	SW58	Chickasaw Strmwtr Remediation	600,000	-	-	600,000		RFB for lining to be advertised January 2024.
	TRSAF	Intersection Safety	104,888	2,500	2,388	100,000	Ongoing	Committee to discuss at 1/9/24 meeting
	XMAS	Capitalizable Christmas Décor	35,804	-	35,804	-		Prior year PO rolled forward. Items received mid- December.
		Total Projects	96,942,512	18,157,416	3,717,698	75,067,398		

*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	Destin Multi-Use Trail	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	Destin Multi-Use Trail	-
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
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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Krystal Strickland, Finance Director

DATE: January 2, 2024

SUBJECT: TDC Monthly Report - **Informational Only**

I. BACKGROUND: In August 2023, Council requested a monthly update of collections of the Tourist Development Tax.

Attached is the latest available report.

II. DISCUSSION: This report created by Okaloosa County is informational only.

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:

1. TDT Collection Reports 12 2023

Okaloosa County Tourist Development Tax by Collection Period

Total Collections

*1% increase as of Feb 23 Collections (Jan 23 Reporting Period)

Month	FY23	FY24	% (+/-)
October	3,589,406.50	3,276,277.33	-8.72%
November	2,621,154.46	2,981,714.82	13.76%
December	1,089,937.11	1,295,428.95	18.85%
January	931,847.14		
February	999,193.36		
March	1,314,722.67		
April	3,182,995.16		
May	3,945,677.01		
June	4,371,375.99		
July	7,444,227.38		
August	9,061,643.07		
September	4,232,351.93		
Total	42,784,531.78	7,553,421.10	23.89%

Current District Collections (6%)

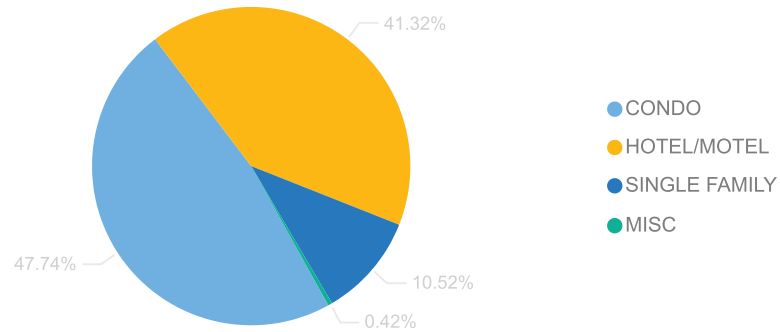
Month	FY19	FY20	FY21	FY22	FY23	FY24	% (+/-)
October	1,593,007.19	1,884,690.82	2,221,230.43	2,913,700.21	3,457,361.72	3,104,434.54	-10.21%
November	1,309,682.33	1,209,246.44	2,027,742.10	2,177,346.70	2,490,555.01	2,817,644.95	13.13%
December	828,040.56	608,271.78	826,108.63	1,074,763.79	991,384.32	1,123,587.23	13.34%
January	541,907.43	552,130.36	674,430.00	1,064,654.14	825,186.78		
February	591,499.87	698,331.50	810,277.30	556,796.53	887,575.40		
March	929,605.46	959,719.31	1,030,939.09	1,039,092.04	1,170,079.04		
April	1,638,833.47	768,179.65	2,533,631.54	2,526,284.64	2,969,367.89		
May	1,634,939.01	232,848.94	3,027,344.52	3,245,110.93	3,734,841.53		
June	2,775,474.02	1,490,641.58	3,836,461.91	3,712,196.33	4,144,035.69		
July	5,378,932.05	3,619,497.04	5,311,973.12	6,049,957.98	7,141,099.78		
August	3,676,259.33	4,019,404.74	5,971,521.24	7,513,491.71	8,732,720.80		
September	2,237,069.94	2,639,207.26	4,063,463.37	3,796,845.88	4,035,845.16		
Total	23,135,250.66	18,682,169.42	32,335,123.25	35,670,240.88	40,580,053.12	7,045,666.72	5.42%

Expanded District Collections (5%)

Month	FY22	FY23	FY24
October	0.00	132,044.78	171,842.79
November	0.00	130,599.45	164,069.87
December	0.00	98,552.79	171,841.72
January	0.00	106,660.36	
February	0.00	111,617.96	
March	0.00	144,643.63	
April	165,941.54	213,627.27	
May	163,604.36	210,835.48	
June	187,239.51	227,340.30	
July	247,245.40	303,127.60	
August	280,103.11	328,922.27	
September	161,001.85	196,506.77	
Total	1,205,135.77	2,204,478.66	507,754.38

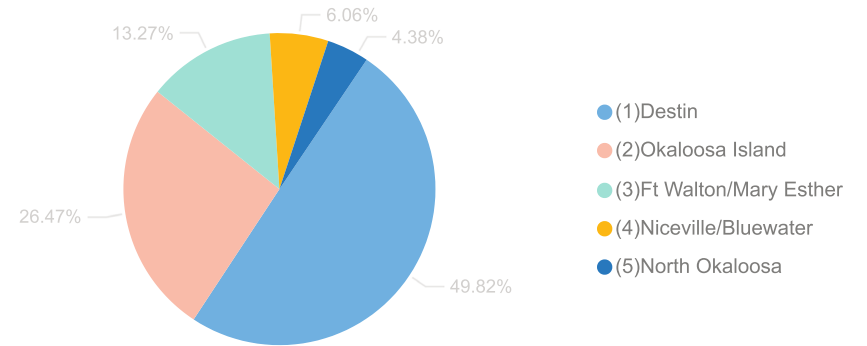
Reporting Period is always the month before the Collection Period

Rental Type



Rental Type	Current District	Expanded District	Total
CONDO	7,378	16	7,394
HOTEL/MOTEL	4,559	1,841	6,400
SINGLE FAMILY	1,391	238	1,629
MISC	41	24	65
Total	13,369	2,119	15,488

Area



District	Current District	Expanded District	Total
(1)Destin	7,716		7,716
(2)Okaloosa Island	4,100		4,100
(3)Ft Walton/Mary Esther	1,553	502	2,055
(4)Niceville/Bluewater		939	939
(5)North Okaloosa		678	678
Total	13,369	2,119	15,488

Number of Units Reporting

Collection Period FY2024

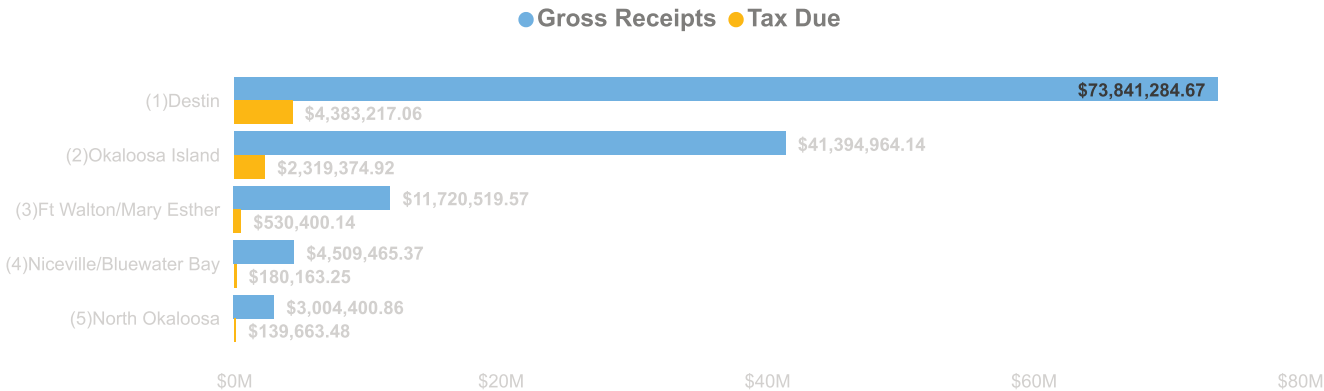
Gross Receipts & Tax Due by Rental Type

Gross Receipts

Rental Type	October	November	December	Total
CONDO	\$30.33M	\$27.53M	\$7.93M	\$65.79M
HOTEL/MOTEL	\$17.89M	\$16.28M	\$9.77M	\$43.93M
SINGLE FAMILY	\$9.47M	\$8.24M	\$4.81M	\$22.52M
MISC	\$0.57M	\$0.47M	\$1.19M	\$2.24M
Total	\$58.26M	\$52.52M	\$23.70M	\$134.47M

Tax Due

Rental Type	October	November	December	Total
CONDO	\$1.80M	\$1.64M	\$0.47M	\$3.92M
HOTEL/MOTEL	\$0.89M	\$0.83M	\$0.48M	\$2.21M
SINGLE FAMILY	\$0.55M	\$0.48M	\$0.28M	\$1.31M
MISC	\$0.03M	\$0.03M	\$0.06M	\$0.11M
Total	\$3.28M	\$2.99M	\$1.29M	\$7.55M



Collection Period FY2024

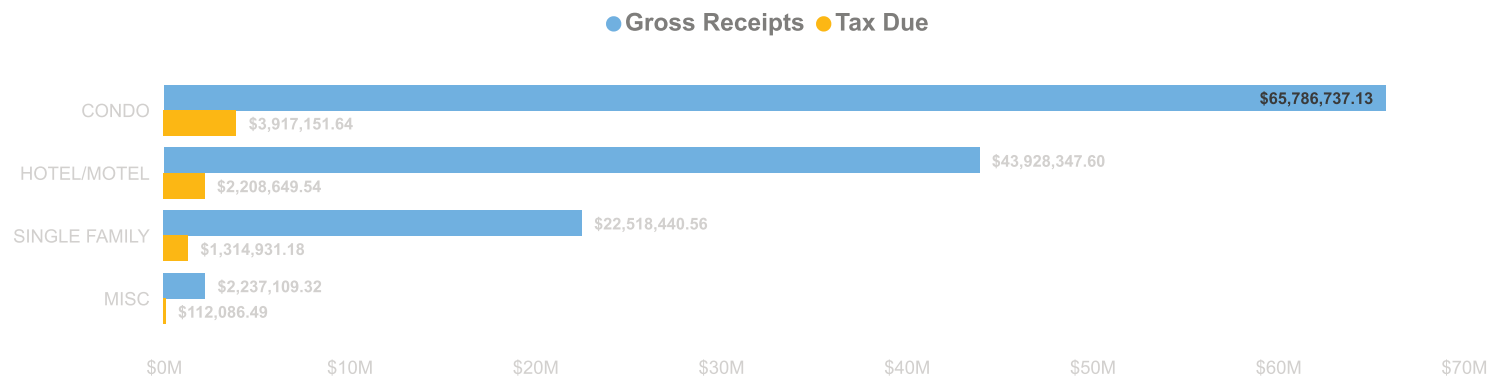
Gross Receipts & Tax Due by District

Gross Receipts

District	October	November	December	Total
(1)Destin	\$32.43M	\$29.11M	\$12.30M	\$73.84M
(2)Okaloosa Island	\$18.73M	\$16.87M	\$5.79M	\$41.39M
(3)Ft Walton/Mary Esther	\$4.27M	\$4.01M	\$3.44M	\$11.72M
(4)Niceville/Bluewater Bay	\$1.71M	\$1.58M	\$1.22M	\$4.51M
(5)North Okaloosa	\$1.11M	\$0.96M	\$0.94M	\$3.00M
Total	\$58.26M	\$52.52M	\$23.70M	\$134.47M

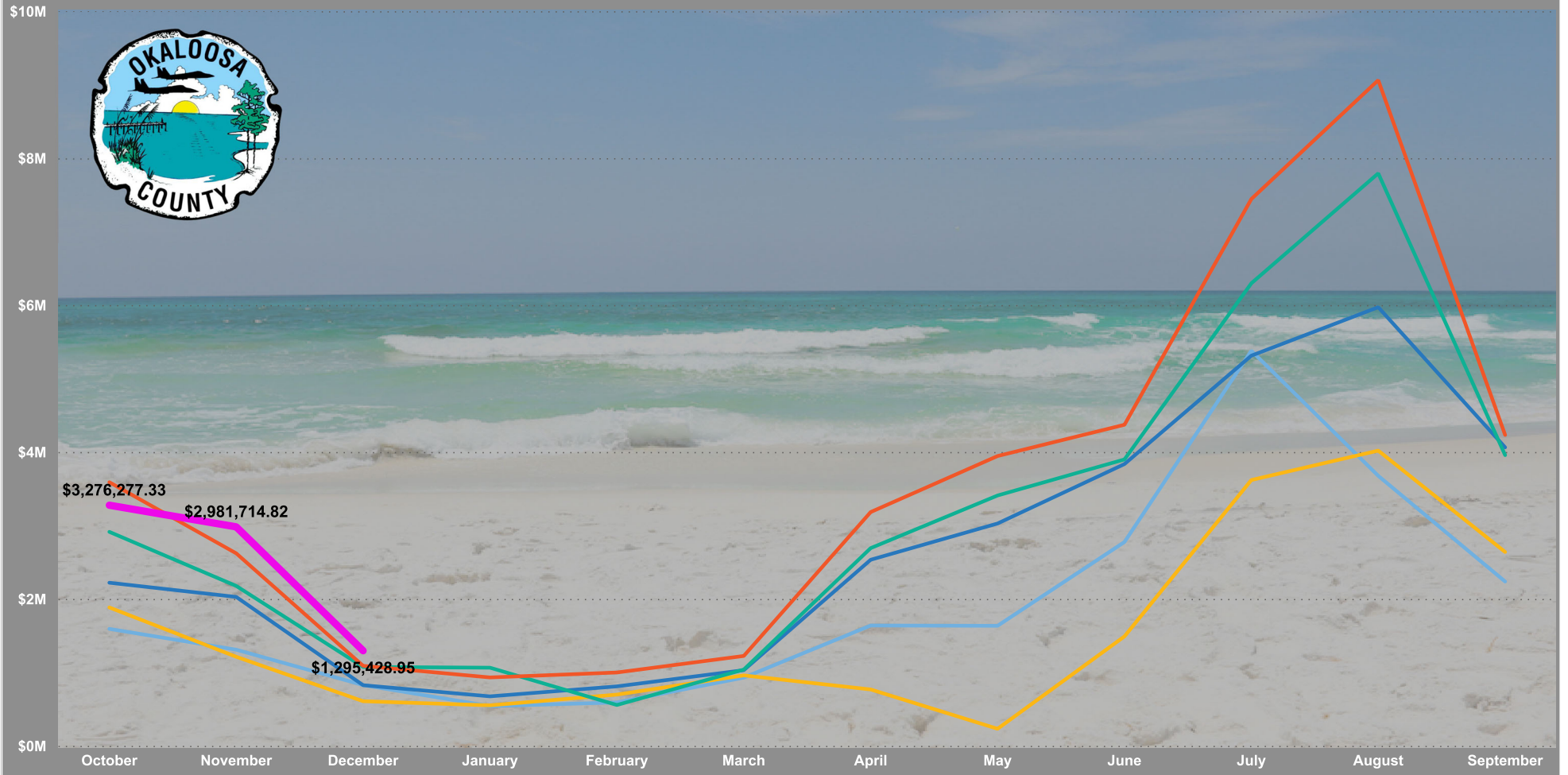
Tax Due

District	October	November	December	Total
(1)Destin	\$1.92M	\$1.73M	\$0.73M	\$4.38M
(2)Okaloosa Island	\$1.04M	\$0.96M	\$0.31M	\$2.32M
(3)Ft Walton/Mary Esther	\$0.19M	\$0.18M	\$0.16M	\$0.53M
(4)Niceville/Bluewater Bay	\$0.07M	\$0.06M	\$0.05M	\$0.18M
(5)North Okaloosa	\$0.05M	\$0.05M	\$0.04M	\$0.14M
Total	\$3.28M	\$2.99M	\$1.29M	\$7.55M



Tourist Tax History by Collection Period Month

2019 2020 2021 2022 2023 2024



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024

TYPE OF AGENDA ITEM: Announcement

AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 6.B.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney

FROM: Rey Bailey, City Clerk

DATE: December 19, 2023

SUBJECT: 2. Motion to consider rescission of the prior action by the City to terminate an individual's membership in the City's standing committee.
(December 11, 2023: Motion by Councilmember Geile, seconded by Councilmember Destin, to terminate the membership of Mr. Isaac Birch to the Parks and Recreation Committee and appoint a replacement at the next Council meeting, passed 6-0).

I. BACKGROUND: The City Council took the following action at their December 11, 2023 meeting: Motion by Councilmember Geile, seconded by Councilmember Destin, to terminate the membership of Mr. Isaac Birch to the Parks and Recreation Committee and appoint a replacement at the next Council meeting, passed 6-0.

Councilmember Geile requests a Motion to Consider Rescission of the above action be placed on the January 8, 2024 council meeting agenda.

II. DISCUSSION: City Council Resolution 22-08 - Rules of Procedure for Council Meetings - Section 3.11 states that:

Motion to Rescind: An action of the Council taken at a previous meeting may generally be rescinded at a subsequent meeting. Motions to Rescind shall be governed by the following process:

1. A council member seeking rescission of a previous action of the council shall place a Motion to Consider Rescission on the agenda of a regular council meeting. If a majority of the full membership of the council approves the Motion to Consider Rescission, the Motion to Rescind shall be placed on the agenda of the next regular council meeting. If less than a majority of the full membership voted in favor of the Motion to Consider Rescission, no Motion to Rescind the previous action shall be considered by the council.

2. Approval of a Motion to Rescind requires the affirmative vote of a majority of the full membership of the council.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to approve the Motion to Consider the Rescission of the previous action by the Council.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 6.I.

TO: City Council

THRU: Kimberly Kopp, City Attorney

FROM: Jamie Dittmer, Human Resources Manager
Krystal Strickland, Finance Director

DATE: January 4, 2024

SUBJECT: 1. Draft City Manager Job Description and Recommended Salary Range
(December 11, 2023: Motion by Councilmember Bagby, seconded by Councilmember Hebert, to direct staff to bring back a draft job description and recommended salary range for the City Manager, and for each council member to present their nominees to the citizens search committee at the next council meeting passed 6-0).

I. BACKGROUND:

II. DISCUSSION: Councilmember Bagby moved to have staff bring back a draft job description and recommended salary range for the City Manager, and for each council member to be ready to present their nominees to the citizens search committee at the next council meeting.

The City Manager job description is attached for Council review, and if acceptable, Council approval. Once approved, the HR Director will post the position via the League of Cities postings, FCCMA, ICMA, GovtJobs, the City's website and other appropriate venues.

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: City Council on December 11, 2023

III. CONCLUSION: Staff recommends approval of the draft City Manager Job Description and recommended total compensation range.

IV. RECOMMENDED MOTION: I move to approve the City Manager Job Description and Recommended Total Compensation package, and authorize the Human Resources Director to post the position.

Attachments:

1. City Manager Job Description FINAL

CITY OF DESTIN POSITION DESCRIPTION

<u>POSITION:</u>	City Manager
<u>REPORTS TO:</u>	City Council (Seven Council Members and Mayor)
<u>SUPERVISES DIRECTLY:</u>	Senior Leaders
<u>RANGE FOR TOTAL COMPENSATION:</u>	\$175,000-260,000

RESPONSIBILITIES:

1) As chief executive officer of the City, the City Manager is responsible for management of the day-to-day operations of the City government and ensures that the policies, directives, resolutions, and ordinances adopted by the City Council are implemented and enforced.

2.) Attends all meetings of the City Council; provides administrative, technical and management advice, information, reports and staff support as required by the Council; regularly communicates with, and is responsive to, the City Council regarding City business; and assists the Council in developing policy as requested. Serves as the Council's chief advisor' equally and impartially; and carries out the Council's policies fairly and justly. Council members and citizens count on the manager to provide complete and objective information, pros and cons of alternatives, and long-term consequences to protect the interest of the residents, Council, and staff. The City Manager should demonstrate leadership and courage by making or supporting decisions that reflect the city's mission and goals.

3.) Directly manages and supervises the administration of all departments, offices and agencies of the City government; is responsible for the effective and timely delivery of all services and programs to the citizens of Destin. Signs contracts on behalf of the City.

4.) Monitors performance of all City franchisees, including water and sewer, gas, and electric utilities, and all contractors, including Okaloosa County Sheriff's Department, garbage/waste disposal, and other governmental agencies that provide services to the citizens of Destin, to ensure that all obligations and commitments are fulfilled. Also ensures that all necessary City staff interfaces with franchisees and contractors are properly managed.

5.) Directs the City Emergency Management Program.

6.) Draws and signs vouchers upon the depositories, which shall be countersigned by the Mayor, Mayor Pro Tem, or other authorized City Signatory, and keeps a true accurate account of the same. Prepares and submits to the Council once each month a statement of all finances, receipts and disbursements.

7.) Signs all licenses issued by the City, issues receipts for monies paid, and deposits said monies in the designated depositories on the first regular banking day after receipt.

8.) Keeps the Council fully advised as to the financial condition and future needs of the City, and makes recommendations to the Council concerning the financial affairs of the City.

9.) Organizes City government functions; recruits, appoints, supervises trains, disciplines, suspends, removes when necessary, and appropriately rewards City employees in accordance with applicable laws, ordinances, City Charter and established personnel policies and procedures.

- 10.) Monitors all reports and recommendations from the various volunteer City committees and commissions and organizes responses by City staff or prepares recommendations to City Council, as appropriate.
- 11.) With staff assistance, prepare and submits to the City Council the City's annual budget and capital programs for Council's consideration.
- 12.) Submits to the City Council, and makes available to the public, a complete report on the finances and administrative activities of the City as of the end of each fiscal year.
- 13.) Resolves citizen complaints, disputes and problems of service delivery; works with local media to communicate City policies and programs; participates in appropriate local community organizations and activities; and promotes a positive image of the City government throughout the community.
- 15.) Performs such other duties as set forth in the City Charter, consistent with the City's Mission and Vision Statements, or directed by the City Council.
- 16.) Oversee the implementation of the City's strategic plan, goals, and objectives to meet the operations needs of the City.
- 17.) Oversee the development of policies and procedures for the municipal organization.
- 18.) Authorize salary increases/decreases in accordance with applicable policies
- 19.) Disseminate such rules and regulations, policies, and amendments thereto for appointment, promotion, discipline, and removal of employees of the City subject to State, Federal, and local laws governing employment, subject to City Council direction.

QUALIFICATIONS:

EDUCATION AND EXPERIENCE:

Bachelor's Degree required in Public Administration or closely related field; Master's Degree preferred. Minimum of 5 years experience as city/county manager or as deputy city/county manager or 10 years of related business/government experience at a director or higher level or an equivalent combination of related experience and Bachelor's Degree.

ABILITIES/SKILLS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements below are representative of abilities and skills required. Accommodations may be made to enable individuals with disabilities to perform the essential functions.

- **PHYSICAL:**

Must be physically able to operate a variety of essential job related machines and office equipment. Must be able to move or carry essential job related objects or materials. Must be fit enough to visit disaster sites and serve in disaster or emergency management situations.

- **DATA CONCEPTION:**

Requires the ability to compare and/or judge the readily observable functional, technical, structural, compositional or identifiable characteristics (whether similar to or divergent from obvious standards) of data, people or things.

- **INTERPERSONAL COMMUNICATION:**
Requires the ability to successfully communicate with all levels of the community and to convey or exchange professional information. Must possess appropriate image, style and body language to succeed in frequent controversial and emotional situations.
- **INTERPERSONAL TEMPERAMENT:**
Requires the ability to interact with people (i.e. staff, supervisors, general public and elected officials) beyond giving and receiving instructions to include tactfully mediating conflicts and achieving positive results. This position is multi-tasked and requires the ability to perform under maximum stress for long hours when confronted with short deadlines, heavy workloads, insufficient funding, conflicting interests and high customer demand.
- **LEADERSHIP:**
Posses the ability to train staff and propagate an atmosphere of support and development. Has the ability to recognize the skills and talents of the staff and allow the directors freedom to develop their vision and team toward completing goals set forth in the City Charter, consistent with the City's Mission and Vision Statements, or directed by the City Council with controlled interference.
- **LANGUAGE ABILITY:**
Must posses the ability to read and comprehend a variety of professional, technical and administrative documentation, directions, instructions, methods and procedures. Will be required to produce technical and non-technical reports with proper format, punctuation, spelling and grammar, using all parts of speech. Requires the ability to communicate with and before other using correct English.
- **INTELLIGENCE:**
Requires the ability to learn and understand subject matter principles and techniques; to make independent judgments in the absence of supervision within the scope of respective job duties and tasks; to acquire and be able to expound on knowledge of topics related to primary occupation.
- **NUMERICAL APTITUDE:**
Requires the ability to utilize complex mathematical formulas; add and subtract, multiply and divide totals; determine percentages, determine time and weight and interpret same as may be appropriate. These aptitudes are required at or above the graduate college level.
- **CAREER DEVELOPMENT:**
Continuing Education (seminars including state, federal and international conferences, job related coursework at post secondary institutions, continuing education credits/CEU's); training; (either as a participant or trainer); involvement in relevant professional or technical associations; serving on City and professional organizations committees; volunteering to take responsibility for special projects and cross training.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 8, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 6.I.

TO: City Council

THRU: Kimberly Kopp, City Attorney

FROM: Jamie Dittmer, Human Resources Manager

DATE: January 3, 2024

SUBJECT: 2. Resolution 24-02: Establishment of City Manager Selection Committee

I. BACKGROUND: On December 11, 2023, *Councilmember Bagby moved to direct staff to bring back a draft job description and a proposed salary range for the next City Manager, and for council members to be ready to present their nominee to the citizens search committee at the next council meeting; and then staff to conduct a nationwide search for city manager candidates and provide all the applications for review and recommendation by the citizens search committee once the committee is formed. Councilmember Hebert provided a second to the motion, which passes 6-0.*

II. DISCUSSION: This agenda item deals specifically with establishment of the citizens search committee and proposed city manager hiring process. Staff recommends that the City Council establish the Citizen Selection Committee (“**Committee**”), whose sole purpose is to assist the City Council in screening a City Manager for potential employment by the City of Destin as further set forth in the resolution and described in this staff report.

As proposed, the City Council will consider the recommendations of the Committee in making its decision to hire a City Manager. However, the City Council retains the right, in its sole and absolute discretion, to reject all applicants or to select a City Manager for employment by the City of Destin that was not recommended by the Committee, and shall not be bound by the recommendations of the Citizen Selection Committee.

Selection Committee Nominees

The proposed Citizen Selection Committee will be made up of 7 members. Each Council Member may make one appointment to the Citizen Selection Committee.

The Citizen Selection Committee will be provided a copy of the Council-approved job description, and will review resumes received by the City.

Proposed Process:

Step One. Committee Review of Applications.: Upon the advertised closing date for submission of applications to the City, the City's Human Resources Director will forward applications meeting the City's minimum qualifications for the City Manager position to members of the Committee. Committee members will have at least fourteen (14) days to review the applications prior to formally meeting in the Sunshine to discuss the applications and short list applicants for interviews. There shall be no written or verbal discussion relating to screening or selection of a city manager among Committee members outside of the Sunshine meeting.

Step Two. Sunshine Meeting to Short List Applicants for Initial Interviews: The City Clerk shall notify Committee members, the Human Resources Director, and the City Attorney of the time and date of the Sunshine meeting(s) to be held by the Committee to short list the applicants for initial interviews based on their applications and the job description established by the City Council, which job description is consistent with the powers and duties of the City Manager set forth in Section 4.05 of the City Charter.

Four (4) members of the Committee shall constitute a quorum, and a quorum of the Committee must be present (in person) at the Sunshine meeting or such meeting will be rescheduled by the City Clerk. The Human Resources Director, City Clerk, and City Attorney shall be present at the meeting, but are not members of the Committee. At the Sunshine meeting, the Committee shall rank and short list candidates for interviews by the Committee. The number of candidates to be short-listed shall be in the discretion of the Committee, however at least three candidates shall be interviewed by the Committee. If the Committee is unable to short list the candidates at one meeting, the Committee may hold up to two meetings to establish the short list, if it deems it necessary to do so due to the number or nature of applications received. The Committee shall submit its short list for interviews to the Human Resources Director at the conclusion of the meeting(s). A copy of each member of the Committee's rankings and short list shall be provided to the City Council.

Step Three. Interviews by Committee: The Committee shall interview each candidate at a Committee meeting held in the Sunshine. The City shall not reimburse candidates for travel costs at this initial interview stage, however, the candidate may elect to attend the initial interview remotely. At least a quorum of the Committee must be present in person, and the Human Resources Director, the City Clerk and the City Attorney must attend.

Step Four. Selection of Recommended Finalists: At the conclusion of the initial interviews, the Committee shall select up to five (5) finalists as recommended candidates for the City Manager position at a Sunshine meeting, and shall submit the finalists to the Human Resources Director to be forwarded to the City Council.

Step Five. Individual Interviews with Council Members: Each City Council Member shall have the opportunity to individually interview the finalist candidates. The Human Resources Director and City Attorney shall be present (remotely or in person) at each such interview. The City shall not reimburse candidates for travel costs at this stage, however, the candidate may elect to attend the individual City Council member interview(s) remotely.

Step Six. Meet and Greet and City Council Meeting for Finalists: The finalists shall be notified of the City Council meeting date at which city manager selection from among the finalists will occur. On that date, a “Meet and Greet” will be held in the Sunshine for finalists and City Council Members. The Meet and Greet shall be held prior to, and on the same day as, the City Council meeting to accommodate traveling. Remote participation shall not be permitted at this stage of the interview process; however, the City will reimburse reasonable travel expenses made in accordance with the City’s travel reimbursement policy, a copy of which will be provided to the finalists.

At the City Council meeting, any City Council Member may make a motion to select a finalist for the position of City Manager. Council Members may vote on City Manager finalists and direct the City Attorney and Human Resources Director to negotiate a contract with one of the finalists for formal consideration by Council.

If no finalist is selected by the City Council for contract negotiation, the City Council may take any other action it deems necessary to consider or select any candidate for City Manager, including but not limiting to requesting the Committee conduct additional interviews from among existing candidates, or re-advertising the position.

Step Seven. Vote on City Manager Contract: The City Council will vote on the City Manager contract. If not approved, Step Five may be repeated, or, in the discretion of the City Council, any other action to select a City Manager may be implemented.

The travel reimbursement policy, attached as an exhibit to the Resolution, is proposed as follows:

Purpose:

The purpose of this policy is to establish guidelines for reimbursing travel expenses for candidates who are invited to participate the in-person interview with the City of Destin. This policy aims to support the final candidates for the City Manager position while maintaining fiscal responsibility.

Eligibility:

- Candidates are eligible for flight travel reimbursement only if their primary residence is located more than 6 hours of travel time from Destin.
- Candidates residing within a 6-hour radius will be eligible for mileage reimbursement.
- Eligibility is determined based on the need for an in-person interview and at the discretion of the hiring authority.

Flight Reimbursements:

- The City of Destin will reimburse the cost of round-trip economy class air travel for eligible candidates.
- Flights must be booked at least two weeks in advance of the interview date to ensure cost-effectiveness.
- Any deviations from the most direct and economical route must be approved in advance by the Human Resources Director.
- Flight reimbursements will only be issued for the candidate. Any guest joining the

candidate will be at the candidate's expense.

Hotel Accommodations:

- Hotel accommodations will be provided for the night before the interview and the day of the interview.
- The City will book and pay for hotel accommodations directly. The standard will be a comfortable but not luxury hotel.
- Additional nights or upgrades in accommodation will be at the candidate's expense unless approved by the hiring authority.

Reimbursement Process:

- Candidates must submit a reimbursement request along with original receipts within 30 days of their interview.
- Reimbursements will be processed and paid within 30 days of receipt of the reimbursement request.

Miscellaneous:

- Reimbursements will not be provided for meals, car rentals, or other incidental expenses.
- The City of Destin reserves the right to modify or terminate this policy at any time.
- Contact Information: For any questions or further clarification, candidates may contact the City of Destin's Human Resources Department at 850-837-4242

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: City Council on December 11, 2023 (Motion by Jim Bagby/6-0 vote).

III. CONCLUSION: The Human Resources Director and the City Attorney respectfully request that the City Council approve Resolution 24-02, and further, that each City Council Member appoint a citizen to the Citizen Selection Committee and authorize the HR Director and City Attorney to continue with the process as proposed herein.

IV. RECOMMENDED MOTION: *First recommended motion:*

I move to adopt resolution 24-02, as presented.

Second Recommended Motion (for each council member's appointments to Committee): I move to appoint _____ to the Citizen Selection Committee.

Attachments:

1. Citizen Selection Committee 24-02

RESOLUTION 24-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; ESTABLISHING A CITIZEN SELECTION COMMITTEE, WHOSE PURPOSE IS TO SCREEN APPLICANTS AND MAKE RECOMMENDATIONS TO THE CITY COUNCIL FOR SELECTION OF A CITY MANAGER; AUTHORIZING THE COMMITTEE TO REVIEW APPLICATIONS, SHORT LIST CANDIDATES, INTERVIEW CANDIDATES AND MAKE RECOMMENDATIONS TO THE CITY COUNCIL; PROVIDING FOR SUNSET; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 4.01 of the City Charter provides that there shall be a city manager who shall be fully engaged in work for the city and shall serve at the pleasure of the city council.; and

WHEREAS, Section 4.02 of the City Charter provides that the city manager shall be appointed by the council subject to a 70 percent vote of approval by the council; and

WHEREAS, Section 4.03 of the City Charter provides that the City Manager's compensation shall be fixed by the City Council; and

WHEREAS, Section 4.04 of the City Charter requires that any vacancy in the office of city manager shall be filled by the city council; and

WHEREAS, Section 4.05 of the City Charter sets forth powers and duties of the City Manager; and

WHEREAS, the City Council desires to establish a screening committee for the purpose of reviewing applications, interviewing candidates and presenting several finalists to the City Council for consideration and selection by the City Council of a new city manager; and

WHEREAS, the City Council further desires to establish the general procedures by which the committee will further its purpose; and

WHEREAS, the screening and selection process shall include both an initial round of interviews for candidates selected by the screening committee, followed by Council interviews of recommended finalists.

WHEREAS, the committee shall be subject to the Sunshine Law and Public Records laws of the State of Florida, and;

WHEREAS, establishment of the committee will assist the City Council in an efficient and cost-effective manner and is in the best interest of the public health, safety and welfare; and

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

Section 1. Recitals. The foregoing recitals are true and correct, and incorporated into this Resolution.

Section 2. Establishment and Purpose of Citizen Selection Committee. The City Council of the City of Destin hereby establishes the Citizen Selection Committee (“**Committee**”), whose sole purpose is to assist the City Council in screening a City Manager for potential employment by the City of Destin as further set forth in Section 3, herein. The City Council will consider the recommendations of the Committee in making its decision to hire a City Manager. However, the City Council retains the right, in its sole and absolute discretion, to reject all applicants or to select a City Manager for employment by the City of Destin that was not recommended by the Committee, and shall not be bound by the recommendations of the Citizen Selection Committee.

Section 3. Process to be Followed by Committee. The City Council hereby establishes the following process to be followed by the Committee:

Step One. Committee Review of Applications.: Upon the advertised closing date for submission of applications to the City, the City’s Human Resources Director will forward applications meeting the City’s minimum qualifications for the City Manager position to members of the Committee. Committee members will have at least fourteen (14) days to review the applications prior to formally meeting in the Sunshine to discuss the applications and short list applicants for interviews. There shall be no written or verbal discussion relating to screening or selection of a city manager among Committee members outside of the Sunshine meeting.

Step Two. Sunshine Meeting to Short List Applicants for Initial Interviews: The City Clerk shall notify Committee members, the Human Resources Director, and the City Attorney of the time and date of the Sunshine meeting(s) to be held by the Committee to short list the applicants for initial interviews based on their applications and the job description established by the City Council, which job description is consistent with the powers and duties of the City Manager set forth in Section 4.05 of the City Charter.

Four (4) members of the Committee shall constitute a quorum, and a quorum of the Committee must be present (in person) at the Sunshine meeting or such meeting will be rescheduled by the City Clerk. The Human Resources Director, City Clerk, and City Attorney shall be present at the meeting, but are not members of the Committee.

At the Sunshine meeting, the Committee shall rank and short list candidates for interviews by the Committee. The number of candidates to be short-listed shall be in the discretion of the Committee, however at least three candidates shall be interviewed by the Committee. If the Committee is unable to short list the candidates at one meeting, the Committee may hold up to two meetings to establish the short list, if it deems it necessary to do so due to the number or nature of applications received. The Committee shall submit its short list for interviews to the Human Resources Director at the conclusion of the meeting(s). A copy of each member of the Committee's rankings and short list shall be provided to the City Council.

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At the City Council meeting, any City Council Member may make a motion to select a finalist for the position of City Manager. Council Members may vote on City Manager finalists and direct the City Attorney and Human Resources Director to negotiate a contract with one of the finalists for formal consideration by Council.

If no finalist is selected by the City Council for contract negotiation, the City Council may take any other action it deems necessary to consider or select any candidate for City Manager, including but not limiting to requesting the Committee conduct additional interviews from among existing candidates, or re-advertising the position.

Step Seven. Vote on City Manager Contract: The City Council will vote on the City Manager contract. If not approved, Step Five may be repeated, or, in the discretion of the City Council, any other action to select a City Manager may be implemented.

Section 4. Sunshine Law and Public Records. The Committee shall be subject to the Sunshine Law and Public Records Laws of the State of Florida, and all meetings of the Committee will be held in the Sunshine.

Section 5. Make up of Committee: The Committee shall consist of seven (7) residents, each of which shall be appointed by a different member of the City Council, such that every Council Member makes one appointment. The Committee shall choose one member to act as its Chairperson. Although the following individuals are not members of the Committee, the Human Resources Director, City Clerk, and City Attorney shall attend meetings of the Committee.

Section 6. Sunset. The Committee shall automatically sunset upon the City Council's approval of a contract for a City Manager.

Section 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY OF DESTIN, FLORIDA THIS 8TH DAY OF JANUARY, 2024.

BOBBY WAGNER, MAYOR

ATTEST:

REY BAILEY, CITY CLERK

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

KIMBERLY ROMANO KOPP
CITY ATTORNEY

EXHIBIT “A”

Purpose:

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