

**REGULAR MEETING
DESTIN CITY COUNCIL
FEBRUARY 4, 2019
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Integrity*****

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. APPROVAL OF MINUTES

- A. Approval of minutes of December 3, 2018 Regular City Council Meeting
- B. Approval of minutes of November 27, 2018 Special City Council Meeting

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS (No public comments)

- A. Presentation - RFQ 18-15-PS Airport Road Signing and Pavement Marking Project
 - A) Connelly & Wicker, Inc.
 - B) Dewberry Engineers, Inc.
 - C) Gortemoller Engineering, Inc.
 - D) Volkert, Inc.

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA (All agenda items other than those under Number 5)

(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)

4. CITY MANAGER REPORTS

- A. Selection - RFQ 18-15-PS Airport Road Signing and Pavement Marking Project
- B. Request to rescind Council motion to install temporary guardrail on Airport Road curve.
- C. BI, Inc. Litigation - Settlement Agreement
- D. Schedule of Fees
- E. Discussion on draft ordinance for privately-owned pay-to-park facilities.
- F. Actions resulting from City-owned Paid Parking Workshop
- G. Announcements

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 18-23-LC - Amend Section 7.12.01(A)2 of the Land Development Code changing the designation of an 11.543 acre parcel of land located on U.S. Highway 98 from Commercial General (CG) to Town Center Mixed Use (TCMU).

6. *CONSENT AGENDA (No public comments)

- A. Amendment to the Okaloosa County Public Library Cooperative Interlocal Agreement

7. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY (No public comments)

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Menchel

Discussion on holding a public q/a meeting with staff.

- D. Councilmember Overdier

Motion to Consider Rescission of previous action of the council:

"Motion to adopt a recommendation of purchasing wayfinding signs and installing them in the Crystal Beach area according to the diagram provided by Mr. Stephen Deranian, which passes 6-1"

- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

8. ADJOURN

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.

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

***** 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.

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

Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 837-4242 in advance. Hearing Impaired: TTY: 711. Assistance also available through Human Resources, Title VI Coordinator, at (850) 837-4242.

Personas con discapacidades que necesitan asistencia o personas que necesiten ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

Note: Persons who wish to provide public comments on agenda items are requested to fill out a blue speaker card and submit it to the City Clerk at the start of the meeting.

Persons who wish to provide public comments on any other matters not on the agenda are requested to fill out a yellow speaker card and submit it to the City Clerk at the start of the meeting.

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.

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**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
DECEMBER 3, 2018
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Gary Jarvis	Councilmember Tuffy Dixon
Councilmember Chatham Morgan	Councilmember Prebble Ramswell
Councilmember Cyron Marler	Councilmember Skip Overdier
Councilmember Parker Destin	Councilmember Rodney Braden

Destin City Staff

Interim City Manager Lance Johnson	City Clerk Rey Bailey
Acting Parks & Recreation Director Lisa Firth	IT Manager Webb Warren
Community Development Director Louis Zunguze	HR Manager Karen Jankowski
Code Compliance Manager Joey Forgione	Finance Director Bragg Farmer
City Land Use Attorney Kimberly Kopp	City Attorney Kyle Bauman/Jeff Burns

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. Pastor Logan Landes of Grace Lutheran Church gave the invocation; which was then followed by the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Destin moved to switch agenda items 4A and 4B in position, for the Council to hear the Code Compliance Department update prior to discussion on City Manager candidates; seconded by Councilmember Braden. Motion passed 7-0 (Council members Morgan, Destin, Marler, Dixon, Overdier, Ramswell and Braden voted “yes”).

1. APPROVAL OF MINUTES

A. Approval of minutes of October 15, 2018 regular city council meeting

Motion by Councilmember Marler, seconded by Councilmember Overdier, to approve minutes of October 15, 2018 regular city council meeting passed 7-0 (Council members Morgan, Destin, Marler, Dixon, Overdier, Ramswell and Braden voted “yes”).

2. PROCLAMATIONS/RECOGNITIONS/SPECIAL PRESENTATIONS/ANNOUNCEMENTS

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA

Ms. Sally Maurer, a Destin resident, stated that tourism is Destin's primary business; and that anything they do that has a negative effect on the short-term rentals reduces their tourist income. The Destin Log recently quoted that 56 percent of their annual tax is generated during the tourist season. She provided some statistics from the South Walton Tourist Development Council (TDC) to include the following: 3.8 million visitors spent \$2.5 billion in 2017; 22,000 jobs were created by visitors; 75 percent stayed in rental houses/condominiums; and the median household income was \$148,000. Most people travelled with children under 20 years of age. The average party was 5 people and the average stay was 6 nights. She added there have been a lot of negative comments on the short-term rentals; and that they need to realize the importance of short-term rentals in the community.

Mr. Tom Maurer, a Destin resident, stated that according to House Bill 883, vacation rentals are deemed residential property, and that a local law, ordinance or regulation may not prohibit vacation rentals or treat vacation rentals differently from other residential properties based solely on their classification, use or occupancy. He continued Senate Bill 356 states that a local law, ordinance or regulation adopted after June 1, 2011 may not prohibit short-term vacation rentals or regulate the duration or frequency of short-term vacation rentals. He also noted there is an initiative on Holiday Isle to eliminate short-term rentals, which is an action that is prohibited by the State of Florida. He added that short-term rental business is very large part of the business in this community; and that any ordinance the City decides to adopt that regulates short-term rental houses should apply to all and not just certain sections of the City.

Mr. Tim Taylor, a Destin resident, stated that lot of people have been coming to Destin for a variety of reasons; and that the TDC continues to advertise to bring more people in this community. More homes, hotels, condominiums and restaurants are getting built. They have a variety of issues in many resort areas in Destin, and one of the main issues involves parking. One of the recommendations given by the Task Force was for short-term rental homes to go back to the original permit to determine how a short-term rental home was permitted and if any changes have been made; while other businesses that obtain business license from Destin are not being held to the same standard. He suggests that the Short-Term Rental Task Force be reformed and expand their discussion to include all of Destin; especially those businesses in Destin with parking issues.

Mr. Shaun Hickey, a Destin resident, pointed out that the draft ordinance dealing with commercial events in residential areas considered wedding/wedding reception, bachelor party, family reunion, class reunion, company banquet, retreat and/or picnic, or other similar event or celebration for which a property owner or occupant of the property obtains a profit, event fee, or other commercial gain as commercial events; however, the remainder of the ordinance only described wedding/wedding reception, company banquet, retreat and picnic and not the others. He suggests the other elements be described as well.

Ms. Sandy Trammell, a Destin resident, noted that the same ordinance Mr. Hickey discussed provided a list of prohibited home occupations in residential zones. She asked where the small

home based party businesses such as Avon, Mary Kay or yard sales stand. She continued that she runs a home based business and invites people to her home; and that she makes sure all cars are parked in her yard and not on the street. She asked if the proposed ordinance would prohibit her from conducting this type of business.

Mr. Ken Wampler, a Destin resident, noted that the City's code enforcement records do not support the need for the City Council to take additional action on short-term rentals. Enforcing the regulations already on the books relative to parking, noise and trash would resolve the majority of the issues. There is no need to adopt anymore regulations that the City may not be able to enforce. He also stated that tourism is very important to this community as they all benefit from it. Among other things, the TDC uses tourism dollars to fund the bypass for Commons Drive (\$3.6 million), to fund the lifeguards and beach cleanup as well as the Okaloosa Sheriff's Department for additional patrols in the harbor district and along the beach.

Mr. Bill Reddington, a Destin resident, wants more information about the crosstown connector. He would like to know the future plans for the crosstown connector when it gets to Benning Drive. He also stated that it appears from the current plan that they are spending a lot of money to create two traffic jams because all the traffic feeds back into the bridge or to the harbor.

Ms. Marcie Bell, a Destin resident, stated that the Short Term Rental Task Force met once a week for 4 months, and that she attended all of their meetings. She stated that short-term rentals are a problem in residential neighborhood in Destin. Everything, including trash, is out of control. She also noted she lives across the street from a house that has been condemned over two years ago, but there are people still living in it because of the City's inaction.

Mr. Darryl Shelton, a Destin resident, referred to an earlier statement that the City's code enforcement cannot determine how many of the recorded violations are relative to short-term rentals. He stated that according to Holiday Isle's record, from January 1st to October 30th 2018, there have been 520 violations in Holiday Isle representing \$60,000 in association fines, and 69.7 percent of which has been attributed to short-term rental houses. He added that short-term rental houses only represent two percent of the properties on Holiday Isle; and that when two percent of the properties create 69.7 percent of the violations, it clearly indicates there is a serious problem that would have to be solved.

Mr. Guy Tadlock, a Destin resident, noted that parking is a problem they have throughout the City, and that a lot of it is driven by occupancy. With regards to a point made earlier that the average number of people staying in a short-term rental home on Holiday Isle was 5 people, the total fines Mr. Shelton mentioned earlier did not involve short-term rental houses with 5 occupants. The problem houses are those with 25 to 40 occupants. He stated there are a lot of short-term rental houses throughout Destin that are 50 x 100, and being advertised to sleep 35 or more people. Though he understands the importance of short-term rentals to this community, they would also need to consider the quality of life of full time residents of the City that live next to short-term rental homes.

Ms. Patti Brown, a Destin resident, stated that many of the people in the community do not know how to report a problem. They need to have a system in the City where people could call a

certain number and then code enforcement is automatically notified. She also stated that the City's website is quite cumbersome and is not conducive to solving this problem.

Mr. Ben Giles, a local business owner and Miramar Beach resident, stated that short-term rental properties should comply with the City's ordinances that control noise, parking and trash, or receive citations which could result in a loss of their City operating license. He also stated that according to VRBO, there are 1854 short-term rental houses in Destin. The number could go easily up to at least 2000 since some large companies do not advertise on VRBO. If each of these rental properties generates an average of \$70,000 in gross rental income per year, it would equate to \$140 million in annual gross revenue. He further stated that an occupancy restriction of two people per bedroom plus two could easily result in a 20 percent reduction in rents, and \$28 million in annual and hundreds of million dollars long term losses to rental owners. Reduction in rent would also reduce property values as confirmed by the Okaloosa County Tax Collector. With regards to a suggestion to use Flagler County ordinance as a model for occupancy restriction, the Zoning Department at Flagler County stated that their ordinance applies to about 100 houses; which is only 5 percent of the total number of rental houses in Destin. He added that if the real issue is quiet enjoyment for owners/occupants, the Council should narrow its focus to address short-term rentals that are causing problems and not use the occupancy argument as a way to reduce tourism in Destin.

Mr. Gary Troup, a Destin resident, stated that over occupancy is the main cause of the problems with short-term rentals in Destin; and that he disagrees with the statement that limiting occupancy would hurt property values. He feels it would make Destin a place where people would want to come. He also stated that most rental companies are not doing their job, and that they would see trash cans everywhere if they drive around town on weekends. He added they need to have enforcement and the ability to ticket and levy a fine on rental property owners that are not doing their job, and not listen to people who claim some of the regulations being proposed are not enforceable.

Mr. Reddington stated that since the City contracts with Waste Management, they should have garbage pick-ups set on Saturdays; which is a much easier solution.

The Mayor believes there are Saturday pick-ups already set at certain locations.

Next item discussed was agenda item 4B

4. CITY MANAGER REPORTS

A. City Manager Candidates – Discussion

Councilmember Braden stated that Mr. Lance Johnson has done a great job as Interim City Manager and that he should be given the position of full time City Manager.

Councilmember Dixon stated that the City is facing a lot of issues Mr. Johnson is already familiar with, and that he has done a fine job as Interim City Manager.

Councilmember Ramswell expressed her support for hiring Mr. Johnson as full-time City Manager. She stated that Mr. Johnson had lived and worked in Destin for a number of years. He has two perspectives that are very valuable – as a citizen and City staff member. He has proven

himself as the Interim City Manager, as evidenced by the outstanding presentation they received tonight from the Code Compliance Manager. Code compliance was one of their primary areas of necessary improvement.

Council members Marler, Overdier and Morgan also expressed their confidence and their support for Mr. Johnson.

Councilmember Marler moved to direct the City Attorney to enter into a contract negotiation with Mr. Lance Johnson for a permanent City Manager position and bring the contract back on December 17, 2018 Council meeting for approval by the Council. Councilmember Ramswell provided a second to the motion. Motion passed 7-0 (Council members Morgan, Destin, Marler, Dixon, Overdier, Ramswell and Braden voted “yes”).

B. Code Compliance Department Update

The interim City Manager noted that on October 15, 2018, the City Council directed him to establish a new Code Compliance Department by separating the existing Code Enforcement Division from the Community Development Department. He stated he has accomplished this directive, and Mr. Joey Forgione has commenced duties as head of the new department.

Mr. Forgione presented the following update on the department to the City Council:

- Preparation
 - ❖ Closely working with City Manager, Land Use Attorney, IT Manager, and the Okaloosa County Sheriff’s Office (Capt. Nix)
- Code Compliance Contact Information for the Public
 - ❖ Destin Website
 - Code Compliance Manager E-mail and voice mail – operational 24/7
 - Officer on duty after hours will be dispatch or the manager will respond if the situation needs immediate attention
- Code Compliance Standard Operating Procedure (SOP)
 - ❖ Working with the Land Use Attorney
 - ❖ SOP will be finalized this month
- Vehicle Marked “Code Compliance”
 - ❖ Allows citizens to see that Code Compliance staff is out in the City
 - ❖ Staff is available for citizen questions
 - May help prevent violations
 - Shows professionalism
 - Helps build community relations
- Visibility and Efficiency
 - ❖ Officers can issue warnings, citations and can hand deliver Notices of Violations
 - ❖ Officers working from vehicles will streamline efficiency and provides visibility
 - Visibility helps community relations
 - Could prevent violations from occurring

- Professionalism
 - ❖ City Attire
 - ❖ Appearance
 - ❖ Attitude
 - ❖ Vehicles
- Training Goals
 - ❖ Attempt to have each officer trained in all 4 levels within 5 years
 - Brings professionalism, confidence, growth and development
- Short Term Rental Compliance Officer/Long Term Rental Code Compliance Officer
 - ❖ Each assigned a 4x4 Ford pick-up
 - Visible to the public
 - Builds rapport
 - Community relations
 - Manages STR Program (Issues permits and inspections)
 - Ensures compliance to all City codes (including but not limited to trash, noise and parking violations)
- Business/Building Code Compliance Officer
 - ❖ Assigned a 4x4 Ford pick-up
 - ❖ Manages Beach Vendor Program
 - ❖ Ensures compliance of business district
 - ❖ Ensures compliance of issued building permits (stop work orders)
- Harbor Compliance Officer
 - ❖ Ensures compliance along harbor and waterways
 - ❖ Manages livery vessel program
- Beach Compliance Officer (part-time/seasonal) (TDD grant request for at least 1-2 years)
 - ❖ Can work in association with park rangers
 - ❖ Ensures beach vendor compliance
 - ❖ Ensures compliance of beach management codes
- Weekend Duties
 - ❖ 4-8 hour staggered shifts
 - Parking violations
 - Garbage violations
 - STR violations and registration
 - City park violation
 - Day to day violations
- Night Shift (by year 2)
 - ❖ Must be a 2-person shift
 - Handle parking, garbage and noise violations
 - STR registration
 - City Park violations
 - Day to day violations
 - ❖ Suggests increasing STR registration fee to \$500 to offset cost

Councilmember Ramswell asked to see some sort of public relations effort advertising the changes being done and the efforts the City putting forth for the community. She also asked how

many code compliance officers they have now and how many more would they anticipate hiring to accomplish all these goals.

According to Mr. Forgione, they currently have 3 officers and a slot for one more officer. They need approximately 5 more officers to have code compliance officers available 7 days a week.

Councilmember Dixon noted they just increased the STR registration fee last year, and that he cannot support another increase at this point. He also stated it would not be fair for someone with a 1500 square foot rental house and another with a 12,000 square foot rental house to be paying the same amount of fee. He suggests they try to come up with some sort of staggered fee structure to make it fair for everybody.

C. Public Beach Initiative

The Mayor provided the following presentation:

Project Overview:

- July 26, 2018, Special City Council Meeting
 - ❖ Motion: Authorize Mayor Gary Jarvis to lead the initiative of trying to acquire more public beaches, with assistance from the City Attorney Jeff Burns and City Land Use Attorney Kimberly Kopp, and to have preliminary discussions with land owners at their discretion passed 7-0
- November 19, 2018 Regular City Council Meeting
 - ❖ Motion: To look further into the following properties in the order listed: Capri, Tarpon Beach Access and Henderson Beach Villas. Authorize the City Manager and attorneys to work with the Mayor in obtaining appraisals on these 3 properties. Furthermore, instruct the Mayor to contact the owners of the two Crystal Beach properties Councilmember Morgan brought up tonight, and bring information back on these properties for discussion at the next Council meeting passed 7-0
- Seeking Direction:
 - ❖ With the introduction of additional parcels, prioritize available land options
 - ❖ Confirm a short list of parcels to obtain appraisals
 - ❖ Guidance moving forward
- Additional Parcels to Consider
 - ❖ West James Lee Park – 68 linear foot - \$73,529 per linear foot - \$5,000,000
 - ❖ Sunfish Street Parcel – 60 linear foot - \$49,167 per linear foot - \$2,950,000

Purchase Options Summary

- Capri – 300 linear feet - \$44,000 per linear foot - \$13,200,000
- Tarpon Beach Access Expansion – 336 linear feet - \$50,595 per linear foot - \$17,000,000
- Henderson Beach Villas – 205 linear feet - \$58,537 per linear foot - \$12,000,000
- Shores at Crystal Beach East – 67 linear feet - \$50,373 per linear foot - \$3,375,000

- Shores at Crystal Beach West (Crystal Port) – 50 linear foot - \$73,000 per linear foot - \$3,650,000
- West James Lee Park – 68 linear foot - \$73,529 per linear foot - \$5,000,000
- Sunfish Street Parcel – 60 linear foot - \$49,167 per linear foot - \$2,950,000
- East Pass Preserve (Parcel B)

Councilmember Destin asked if they anticipate any title issues that could arise with the two additional parcels.

According to the City Attorney, there are no known issues at this time; however, they have not explore them in great detail as of yet.

Councilmember Destin expressed support to adding the two parcels to the list of potential properties to acquire and to conduct appraisals on these two properties.

Councilmember Dixon noted that the West James Lee Park parcel is already located adjacent to a park with a lot of public access; and that in his opinion neither of the two additional parcels is big enough. He suggests going forward with the original plan

Councilmember Ramswell stated that she stands by her previous statement that the Henderson Beach Villas is a viable option. It is located near the end of Matthew Blvd, which is a dire need area. She continued that the east and west section of the Shores at Crystal Beach are also exceptionally viable specifically because they have an access with bathrooms, shelter and other existing structures. Thought it was mentioned that there may be some sort of legal issue with the Shores at Crystal Beach west; but they heard they may also some title or legal issues with some of the other properties.

The Mayor noted that according to the owners of the Shores at Crystal Beach west (Crystal Port), the only issue they had was with the vacant piece of property next to it.

According to the City Attorney (Jeff Burns), there is an issue involving the Capri parcel because they could not get 100 percent of the townhouses on board; with possibly one holdout. According to the owner, they could carve that unit owner out given the ownership structure of the Capri Townhome Association.

Councilmember Ramswell inquired as to the actual beach footage they have at Shores at Crystal Beach.

The City Manager replied there is approximately 60 feet of beach footage.

Councilmember Ramswell noted this is a very volatile section of beach where people are constantly fighting for beach space. She recommends expanding the beach access they already have to create more space.

Councilmember Ramswell moved to add The Shores at Crystal Beach East and the Shores at Crystal Beach West (Crystal Port) to the list of properties to be appraised; seconded by Councilmember Braden.

The City Attorney (Jeff Burns) noted there is a bit of urgency on this and they would need to get the applications in very soon. There are rumors that the Triumph Funding may be defunded by next spring, and that all the moneys would be sent to Hurricane Michael relief areas.

Councilmember Destin offered a substitute motion to conduct an appraisal on all 7 properties, which does not include East Pass Preserve (Parcel B); seconded by Councilmember Overdier.

Councilmember Marler announced he would abstain from voting because one of the parcels is owned by an affiliate he works for.

Councilmember Morgan also announced he would abstain from the vote as he has family members with vested interest on a property.

The Mayor called for a vote on the substitute motion, which passes 4-1 (Council members Destin, Overdier, Ramswell and Braden voted “yes”; Councilmember Dixon voted “no”; Council members Marler and Morgan abstained from voting).

D. New Year's Eve Harbor Boardwalk Special Event Co-Sponsorship Discussion

The City Manager explained that for the past several years, residents and visitors have celebrated New Year's Eve on the harbor boardwalk. Part of this celebration has included a ball-drop at midnight which starts on the north side of the harbor, traverses across the harbor and terminates on the south side of the harbor at midnight. This event has become a tradition amongst many resident and visitors over the years and attracts business into the Harbor District. Staff would like Council to consider co-sponsoring the New Year's Eve celebration along the harbor boardwalk which would allow the “ball” to terminate on Norriego Point Park. As with other co-sponsorships, the City would require the primary sponsor, in this case Harbor Walk, to provide the City with an executed Hold Harmless Agreement and Certificate of Insurance naming the City of Destin as “Additional Insured Party.”

Councilmember Ramswell noted there was a fire that broke out with one of the fireworks shows last year. She asked if the certificate of insurance would cover another such incident in case it happens again.

According to the City Manager, if the incident took place in City park property, the certificate of insurance and liability waiver would definitely cover it. He continued that the incident that took place last year was not on City property; and that further investigation revealed it was not the professional fireworks show but other people setting up their own fireworks that caused it.

Councilmember Marler announced he would abstain from the vote as he is employed by Harbor Walk.

Councilmember Destin moved that the City co-sponsors the New Year's Eve special event in the Harbor District and authorize the City Manager to issue a park permit for the event; seconded by Councilmember Overdier. Motion passed 5-1 (Council members

Morgan, Destin, Dixon, Overdier, and Ramswell voted “yes”; Councilmember Braden voted “no”; Councilmember Marler abstained from voting).

E. Follow up from Short-Term Rental Workshop Held on October 25, 2018, and Discussion Of Preliminary Draft Ordinance

The Land Use Attorney noted that on October 25, 2018, the City Council held a workshop to consider other issues discussed by the Short Term Rental Task Force which may not have received unanimous consent of all members of the Task Force. At the workshop, the City Council took public input, and considered occupancy limits and other related concerns. As a result of that workshop, she has prepared the proposed ordinance, with staff input.

The Mayor proposes setting occupancy level based on one person per 250 square foot of space rather than 2 people per bedroom plus additional 2 people, with a cap of 24 people. For instance, a 1600 square foot house would have a maximum occupancy of 6 people.

Mr. Forgione suggests they exempt children under 12 years of age.

Councilmember Morgan argues it would require an ID check to determine the exact age of a child.

Councilmember Overdier noted that Florida Building Code limits it to one person per 200 square foot of space; and so he would support a recommendation of one person per 250 square foot of space. He added that occupancy of over 24 people would fall under the statutory guidelines for hotel/motel.

Councilmember Marler noted that the fire department has rules and regulations for commercial occupancy and capacity, which should be considered.

Councilmember Dixon stated that the fire district has managed to get commercial buildings inspected; however, adding short-term rentals to the list would require additional inspectors. Furthermore, short-term rental houses are classified as single-family dwelling when they get their building permit; and the fire district does not get involved because they do not have jurisdiction regardless of the size of the dwelling.

Councilmember Braden asked who regulates hotels/motels.

The Land Use Attorney replied that the State regulates hotels/motels.

Councilmember Braden argues that the City would not be able to regulate 6000 square foot homes that sleep 30 or more people.

According to the Land Use Attorney, they could still regulate these homes under their short-term rental ordinance; but, the State regulates their licensing.

Councilmember Destin stated that he likes the idea of basing occupancy on square footage because it is more tangible and quantifiable.

Councilmember Ramswell maintains that hotels/motels are not an allowable use in single-family residential zoning; therefore, homes with an occupancy level of more than 24 people should not be allowed in it. She continued that they have spent many times discussing these issues and formed a Task Force that met for several months putting together recommendations. They seemed to have reached a consensus and asked staff to bring back a draft ordinance for their approval. However, it now seemed they have taken a huge step back and they are discussing the same issues all over again. She added that the State of Florida is getting very close to passing some bills that would not allow local municipalities to make any decisions on this subject.

Councilmember Morgan wants to know how they propose to enforce the occupancy rules.

Mr. Forgione replied it would have to be through advertising. The Code Compliance Department would have to work closely with the IT Department or have its own IT person to pull advertising information off the websites.

The Community Development Director stated that many communities have used the square footage process because it is more straightforward and easier to enforce.

Councilmember Destin moved to direct the Land Use Attorney to bring the ordinance back on first reading on December 17, 2018 providing the Council the ability to choose from the following two versions in terms of occupancy standard. Councilmember Overdier provided a second to the motion.

- **Occupancy level based on 2 people per bedroom plus 2 additional people.**
- **Occupancy level based on one person per 250 square foot of space, with a maximum occupancy of 24 people. Occupancy of 25 or more people would fall under the statutory guidelines for hotel/motel**

Motion passed 6-1 (Council members Morgan, Destin, Marler, Dixon, Overdier, and Ramswell voted “yes”; Councilmember Braden voted “no”).

F. Discussion of Commercial Events in Residential Areas and Proposed Ordinance in Preliminary Draft Form G. Announcements/Updates

According to the Land Use Attorney, this matter comes from Council’s direction at the October 25, 2018 City Council Workshop when they discussed prohibiting commercial events in residential areas.

Councilmember Marler asked the Land Use Attorney to address the matter Ms. Trammell brought up earlier relating to prohibited home occupations in residential areas.

The Land Use Attorney explained that a small event, such as AVON party does not fall under the definition of special event; adding that the issue Ms. Trammell alluded to earlier falls under the section “*Prohibited Home Occupations*” which is already part of the current ordinance and it is not being changed.

There was a consensus of the Council to bring the proposed ordinance back for first reading on the next City Council meeting.

G. City Manager Announcements

The Interim City Manager welcomed Mr. Louis Zunguze, the new Community Development Director, to the City. He also announced that the Destin Christmas Parade is scheduled for Saturday, December 8, 2018.

5. PUBLIC HEARINGS

A. SRG Properties, Inc. Major Deviation to Restaurant Row Redevelopment (SP #9864)

The Land Use Attorney noted that the applicant originally submitted a request for a major deviation, which was changed to simple deviation. However, it was not reflected in the staff report and the applicant has agreed to a continuance.

Motion by Councilmember Ramswell, seconded by Councilmember Marler, to continue item to the December 17, 2018 Council meeting passed 7-0 (Council members Morgan, Destin, Marler, Dixon, Overdier, Ramswell and Braden voted “yes”).

B. First reading of Ordinance 18-26-LC - Amending Article 2 of the Land Development Code amending the application categories for vested rights determinations

The City Attorney read Ordinance 18-26-LC by title, and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 2 OF THE LAND DEVELOPMENT CODE TO AMENDING THE APPLICATION CATEGORIES FOR VESTED RIGHTS DETERMINATIONS; PROVIDING FOR AUTHORITY; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the Mayor closed the public hearing and turned the matter over to the City Council for consideration.

Councilmember Overdier moved to approve proposed Ordinance 18-26-LC on first reading and direct staff to advertise it for second reading was seconded by Councilmember Destin and passed 7-0 (Council members Morgan, Destin, Marler, Dixon, Overdier, Ramswell and Braden voted “yes”).

C. First reading of Ordinance 18-27-CN Acquisition of 108 Sibert Avenue

The City Attorney read Ordinance 18-27-CN by title, and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA, RELATING TO THE PURCHASE OF CERTAIN REAL PROPERTY; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDING OF FACT; PROVIDING FOR CITY COUNCIL APPROVAL OF A CONTRACT FOR PURCHASE OF PROPERTY LOCATED AT 108 SIBERT AVENUE, DESTIN, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Attorney noted that the City Council has previously directed staff to obtain an environmental survey prior to first reading of this ordinance; and that the environmental survey came back with no significant concern.

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 consideration.

Councilmember Overdier moved to approve proposed Ordinance 18-27-CN on first reading and direct staff to order a Property Survey and title Commitment and bring this item back for second reading at the first available City Council meeting after satisfactory review of the survey and title report. Councilmember Destin provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Dixon, Overdier, Ramswell and Braden voted “yes”).

D. First Reading of Ordinance 18-28-CC Amendment to Harbor and Waterways Ordinance

The City Attorney read Ordinance 18-28-CC by title, and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN RELATING TO CITY WATERWAYS; PROVIDING FOR ADDITIONAL FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF SECTION 5-2 OBSTRUCTING CHANNELS; UNLAWFUL ANCHORING, MOORING OR DOCKING; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

According to the City Attorney, this proposed amendment to the approved ordinance clarifies the prohibition for anchoring to make it clear the ordinance only prohibits anchoring of bottomland in the City of Destin to live-aboard vessels and floating structures.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance.

Mr. Eric Partin, a Destin resident, stated that he has not reviewed the ordinance but would like to know exactly which type vessels are prohibited or limited from anchoring and how many days could a vessel be allowed to anchor in one spot.

Councilmember Morgan explained that the definition of live-aboard vessels under the proposed ordinance is a vessel used solely as a residence and not for navigation. It is a vessel for

which a declaration of domicile has been filed pursuant to statutes or a vessel used as a residence that does not have an effective means for propulsion for safe navigation.

Councilmember Dixon moved to approve proposed Ordinance 18-28-CC on first reading and direct staff to bring it back for second reading on December 17, 2018; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Morgan, Destin, Marler, Dixon, Overdier, Ramswell and Braden voted “yes”).

6. CONSENT AGENDA

- A. Reimbursement to Councilmember Skip Overdier for expenses incurred while attending the 58th Annual Legislative Conference in Orlando, Florida, from November 14 - 17, 2018
- B. Resolution 18-46: 2019 Concessions Agreement Renewal with Greek's Catering and Events, Inc.
- C. First Amended and Restated City Attorney Employment Agreement

Motion by Councilmember Dixon, seconded by Councilmember Morgan, to approve Consent Agenda items 6A thru 6C, as printed above, passed 7-0 (Council members Morgan, Destin, Marler, Dixon, Overdier, Ramswell and Braden voted “yes”).

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

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Dixon

Councilmember Dixon asked staff to place the dangerous curve on Airport Road as a topic of discussion on the next Council meeting agenda. He also asked staff to provide the Council an estimate of the cost to alleviate the problem in that area.

- D. Councilmember Overdier
- E. Councilmember Marler

Councilmember Marler asked staff to place the right turn lane from the foot of the Marler Bridge to the Emerald Grande as a topic of discussion on the next Council meeting agenda; and invite an FDOT representative to the meeting.

- F. Councilmember Destin
- G. Councilmember Morgan
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney
- 1. Sandalwood Takings Discussion

The City Attorney (Jeff Burns) stated they were never actually asked to look into anything associated with the crosstown connector until recently when they were provided the contracts. They have come up with several questions that would require definitive answers. One of the issues they

have involves Sandalwood Court which road access would be temporarily and completely cutoff. In some situation, this could potentially be considered inverse condemnation, which is a partial taking of a property. It would ultimately diminish its value which could result in litigation. There are only a few attorneys that handle this type of claims statewide. He recommends allowing the City Attorney to work with staff in contacting some of these firms to conduct legal analysis and then coming back with some proposals.

After further discussion, Councilmember Destin moved to continue this item to the next meeting and instruct staff to bring back some proposal for a law firm that specializes on inverse condemnation claims that could offer their legal services for this issue; seconded by Councilmember Overdier. Motion passed 6-1 (Council members Morgan, Destin, Marler, Dixon, Overdier and Ramswell voted “yes”; Councilmember Braden voted no).

Having no further business at this time, the meeting was adjourned at 9:20 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
SPECIAL WORKSHOP
DESTIN CITY COUNCIL
NOVEMBER 27, 2018
DESTIN CITY HALL BOARDROOM
10:00 AM**

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

Destin City Council

Mayor Pro Tem Prebble Ramswell
Councilmember Chatham Morgan
Councilmember Cyron Marler

Councilmember Tuffy Dixon
Councilmember Skip Overdier

Destin City Staff

City Clerk Rey Bailey
HR Manager Karen Jankowski
City Attorney Jeff Burns

IT Manager Webb Warren
Finance Director Bragg Farmer

Visitor

Buzz Eddy – FCCMA Advisor

CALL TO ORDER

Mayor Pro Tem Prebble Ramswell called the meeting to order at 10:00 AM, on Tuesday, November 27, 2018, in the City Hall Boardroom.

NEW BUSINESS

1. City Manager Candidate Interviews

- A. Mr. Ted Lakey
- B. Mr. Mark Rohr
- C. Mr. Lance Johnson
- D. Ms. Danielle Judd

The City Council conducted interviews via Skype with the top four candidates in the running to serve as the City of Destin full-time City Manager.

After a brief discussion of the interview procedures, the Council agreed to allow the Mayor Pro Tem to pose the standard set of interview questions to each of the candidates; and then for each council member present to ask questions of their own if they so choose.

A. Mr. Ted Lakey

The following are standard questions the Mayor Pro Tem asked Mr. Lakey, and a summary of Mr. Lakey's response to each question:

TED LAKEY	
<i>QUESTIONS</i>	<i>RESPONSES</i>
What have you been able to learn about the City of Destin?	Learned a lot about the history of Destin, its demographics, population, the amount of tourists it gets during the summer months, and how it works and functions as a community. Destin does not have its own police force. They contract with Okaloosa County Sheriff's Department to provide police services. Local agencies provide water and sewer services for the City. Learned the different projects currently underway as well as the City's two CRA districts.
Please describe your experience in working with multiple agencies and departments. What are some examples of actions you took to work through and resolve conflicts between agencies/departments	Has 30 years' experience in government. Worked with the City of Birmingham, Escambia County, Jackson County, and Taylor County. Most recent conflict was at Taylor County during the last budget session. The Sheriff's Dept was asking for a significant increase which was way beyond the County's resources. They met with the Sheriff and found ways they could streamline their budget to get more in line with the County's overall budget.
We recently approved changes to our Comprehensive Plan and are in the beginning stages of updating the Land Development Code. Describe your experience in planning/zoning/growth management administration?	He was involved with the Community Development Department in Jackson County when they revised the land development regulation, which was a very significant project. He is quite familiar with the process.
What is your experience in working on interdepartmental or interagency teams? Please give an example of a successful outcome that resulted from your participation on a team and what role you played in facilitating this successful outcome.	They have had a number of successful outcomes over the years working with different projects with different government entities. His most recent involvement with large projects was with Jackson County when they brought in a Family Dollar distribution facility into the community. It required working with different local and state agencies as well as with the different departments at the City of Marianna. He learned that the City of Destin has an ongoing negotiation for a new franchise agreement with Gulf Power. He has been involved with negotiations for a franchise agreement with Waste Management while at Jackson County, and help brought that negotiation into a successful completion.
Currently we have a few projects underway pertaining to storm water. What experience do you have with storm water issues?	Not as much as he would like to have had; however, he had a lot of project management experience. They had a lot of road projects in Jackson County that involved a lot of storm water maintenance facilities needed to be constructed. He is not quite familiar with recent storm water impacts; however, he understands its significance to a project.
How have you balanced the need for exceptional customer service with the need to ensure compliance with codes and regulations that ensure public health and safety? Please describe a specific example of how you accomplished this balance.	Good customer service to citizens and other agencies should be the primary goal. He liked that performance measures are outlined in the City of Destin budget document; with each City departments having different performance measures.

What are you looking for in terms of organizational culture? What attributes do you look for in an organization you want to join?	One of the most important attributes he looks for is self-motivation. He tries to bring people in that are self-motivated; not just to follow the mission of the organization, but to bring forth their own ideas that could contribute to the success of the organization.
Are you a person who has a true open door policy with employees, citizens, council and other interest groups; promotes an open dialogue that is intended to improve the operations of the department, the morale of the employees and provide a high level of quality service to the public?	He not only has an open door policy, but he likes to go out and visit different departments to get an update on what is going on. He also takes advantage of every opportunity to speak to citizens and civic groups. He started a series of round table meetings in Jackson County to bring in different communities together and meet with the City Manager and the Mayor to determine how these communities can help each other.
A. What do you consider to be your greatest work related accomplishment? B. What do you consider to be your greatest work related failure?	He has had many accomplishments over the years. The one project he was most proud of was the Family Dollar distribution facility in Jackson County working with different local and state agencies. He was also involved in creating the first Parks and Recreation department and the first Code Enforcement department in Jackson County. Conversely, there isn't anything he would consider his greatest work related failure. As a weakness, he likes to empower his people to do their jobs, and he learned over the years that he needed to do more follow-ups with the individual
Do you utilize a proactive management style to realize the full potential of all department resources, minimize the concerns/problems of citizens, elected officials and upper management? Explain.	He is quite a proactive individual. He learned over the years that if he does not act on a problem right away, it could only get worse making it harder to solve. He thinks "outside-the-box" and use creative ways to solve problems.
What do you feel is the primary responsibility of a City Manager?	Establish good communication with the council to determine their goals and objectives because they represent the people in the community. To work well with the council to make sure these goals and objectives are met.
How do you keep, or have kept the elected officials informed? (communication)	E-mails and texting are available modes, but he prefers the one-on-one interaction. He likes to meet with each member at least once a week to discuss what is on their mind and obtain their feedback on whether or not the organization is moving in the right direction.
What is your approach to presenting the annual budget to the City Council? (i.e. does the candidate pass on to the Council the budgets as prepared by the Staff, or does the candidate work with the staff to balance the budget prior to presentation to Council?)	Budget is an ongoing, year-round process. It is important for him to always be aware of the needs of each of the departments during the year. Consider all the other factors involved such as available revenues and advise the Council of the situation ahead of time. He works with staff, looks at the "needs" and "wants"; and makes any necessary changes to the budget to make it a balanced budget before presenting it to the Council.
Please provide some examples of projects or initiatives you have developed to increase revenue or decrease expenditures?	Jackson County was on track to build a waste water treatment facility that would have cost the County \$3.5 million. He met with the City Manager for the City of Marianna and developed an agreement for the City to provide that treatment for the County and avoid having to build a waste water treatment facility. He has always been working with the County in trying to save money and encouraging the City Council and County government to pursue ways to bring in additional revenues.

Describe your experience in dealing with emergency preparedness and response. What is your experience dealing with FEMA?	A few years ago, heavy rains caused \$24 million worth of damages to roads in Jackson County. They worked closely with FEMA officials and explored a variety of ways of applying for FEMA funds. He has had multiple opportunities to work with FEMA officials in the past and is quite familiar with the process.
What is the best way to deal with transparency and public information in the changing world of "social media"?	Some communities do not want anything to do with Facebook; while others use it very successfully. All the agencies he has worked for used the traditional website to make information accessible to the public. He is a firm believer in total transparency and getting as much information as possible out to the public.
How do you prepare a Capital Improvements Budget?	List all the capital assets (facility and equipment) and their life expectancy. Prepare a replacement schedule for each of these items to include necessary expenditures.
What is the best way to promote a cohesive, results oriented staff team?	Clear communications with the staff. Conduct regular meetings to discuss the mission and issue assignments. Build team morale by encouraging participation and teamwork.
When are you available to start?	Within a month.

The following are questions from each Council member, and a summary of Mr. Lakey's response to each question:

Question: *It seemed your experience has primary been as a county manager. Can you tell us a little bit about the differences you see between being a city manager as opposed to being a county manager? (Ramswell).*

Answer: He has worked in county government for quite a while, but he has also worked in city government. He feels in some ways it is more difficult to work in county government, because a county administrator does not always have control of everything they are trying to do. A county manager has to be more of a consensus builder than a city manager; however, he does not think he will have a difficult time transitioning from county manager to city manager because of his past experience in both positions.

Question: *In addition to looking for a new city manager, the City of Destin is also looking for a new city engineer and a new public information manager. Also, the City just hired a new community development director and a new library director. With all these new positions being filled and changing the leaderships of the City, how do you expect to fit in with the new team and how would you keep everybody motivated and organized to do their job? (Overdier)*

Answer: Having new people come on board is always exciting. They bring with them new ideas and new ways of doing things. He will make sure there is ample communication between him and his staff; and to have an initial one-on-one meeting with each key member to learn about their background and what they bring to the table.

Question: *The City of Destin has had several employee turnovers the past 6 to 8 months. What steps to you think you could possibly take to prevent that from happening in the future in your capacity as city manager? (Marler)*

Answer: The first thing he would do is conduct some research to find out the reason the employees are leaving and try to rectify the situations. If the problem is salary he will try to make sure staff's pay is competitive to keep them motivated. He will make sure everyone's accomplishments are

properly recognized.

Question: *Would you have a problem telling any member of the Council when they are violating the City Charter or if you feel they are making wrong decisions?* **(Marler)**

Answer: It is one of the hardest tasks a city manager has to do, but he would not have any problem advising any member of the Council they are making a mistake especially if it could get them into trouble if they do not correct that mistake. He has had to perform this difficult task several times in his career.

Question: *Tell us a little bit about your experiences at Jackson County. You mentioned some terrific accomplishments, but can you also talk about your other experiences there and how you moved on?* **(Ramswell)**

Answer: His initial endeavor being a county administrator was in Jackson County. Usually a county administrator's average tenure is two years; however, he held that position for over 12 years at Jackson County. They had many accomplishments: They built a Family Dollar distribution facility, paved over a hundred miles of roads, created an emergency operations center, parks and recreation department and code enforcement department to name a few.

Question: *How would you build a consensus amongst the Council members without polling?* **(Ramswell)**

Answer: Polling certainly represents a Sunshine Law violation. He would try to educate and explain the best way to handle or approach certain issues; then, if the majority of the members disagrees, then he would have to realize if the issue comes up for a vote, it probably would not pass and they would need to move to a different direction. Building a consensus is simply trying to present the project the best way he could and hope to get everyone on board with it.

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B. Mr. Mark Rohr

The following are standard questions the Mayor Pro Tem asked Mr. Rohr, and a summary of Mr. Rohr's response to each question:

MARK ROHR	
<i>QUESTIONS</i>	<i>RESPONSES</i>
What have you been able to learn about the City of Destin?	The City of Destin has over 13,000 full time residents. The size is 8.5 square miles. The City was incorporated in 1984. He has read some of the circumstances surrounding the past city manager. The City is entertaining the prospect of purchasing its own electric utility. He has had some involvement in purchasing private utility.
Please describe your experience in working with multiple agencies and departments. What are some examples of actions you took to work through and resolve conflicts between agencies/departments?	His involvement with the aftermath of the devastating tornado that struck Joplin, Missouri in May 2011. He was one of those responsible for responding on the scene. He worked with a lot of different agencies and different levels

	of government; all the way from the President of the United States down to the smaller cities that provided some assistance. They met a lot of challenges working with something of this magnitude where 7500 homes were affected; most of which were completely destroyed. There were some disagreements at the beginning, but they ended up establishing a very positive relationship with FEMA.
We recently approved changes to our Comprehensive Plan and are in the beginning stages of updating the Land Development Code. Describe your experience in planning/zoning/growth management administration?	Economic development has been one of the hallmarks of his career. He has had a lot of experience in developing a comprehensive plan and enacting ordinances and regulations during his previous assignments. More recently, in League City, Texas, a very fast growing city in the country. They had to do a lot of things to make sure they control the growth properly, since bigger was not necessary better for that city. They get their economic development in order, consolidating all the regulatory functions under one roof. Facilitating the development process so that it was not protracted.
What is your experience in working on interdepartmental or interagency teams? Please give an example of a successful outcome that resulted from your participation on a team and what role you played in facilitating this successful outcome.	When he arrived in League City, Texas, council members and members of the development community were complaining that the City's development review process was complicated and often contradictory; with different departments providing different answers. He saw the need for an overhaul. He worked with the different departments to consolidate the development review process. They developed a more streamlined and efficient process.
Currently we have a few projects underway pertaining to storm water. What experience do you have with storm water issues?	League City is located right below Houston, where a recent hurricane created a lot of different issues. He was involved in developing a strategic plan in terms of addressing these issues; and working through the individual components of this plan and making improvements for the overall storm water issue within the City.
How have you balanced the need for exceptional customer service with the need to ensure compliance with codes and regulations that ensure public health and safety? Please describe a specific example of how you accomplished this balance.	Try to educate the public as much as possible in terms of current regulations and the importance of adhering to them using the social media, the city's newsletter, or whatever vehicle is available. Instill in city employees that every interaction with a citizen is an opportunity to make a positive impression.
What are you looking for in terms of organizational culture? What attributes do you look for in an organization you want to join?	There needs to be a strategic vision with inputs from everyone; and that everyone can understand and own because of that participation and works towards it. It is also important for everyone to "stay in their lane" especially in the council-city manager form of government; with the council having the legislative responsibilities and the city manager handling the administrative duties. He also looks for an organization that values hard work, honesty and integrity.
Are you a person who has a true open door policy with employees, citizens, council and other interest groups; promotes an open dialogue that is intended to improve the operations of the department, the morale of the employees and provide a high level of quality service to the public?	He is a huge proponent of being a good listener; not only for himself but for other people. He is receptive to new ideas, and he gets a lot of good ideas by listening to other people. He has an open door policy. He supports having a bi-weekly briefing with each member of the council to keep them apprise of what is going on within the city and to afford them the opportunity to share things with him. It

	also helps to develop a good relationship with the council.
A. What do you consider to be your greatest work related accomplishment? B. What do you consider to be your greatest work related failure?	His efforts and success during the aftermath of the tornado that hit Joplin, Missouri in May 2011 is what he considers his greatest work related accomplishment. It has been considered as one of the most effective natural disaster responses in the country's history. In terms of work-related failure, he sometimes tries to do too much in a short period of time.
Do you utilize a proactive management style to realize the full potential of all department resources, minimize the concerns/problems of citizens, elected officials and upper management? Explain.	He is absolutely proactive. Being reactive most often maximizes the problem. He has been a city manager for 29 years and he has the ability to sense potential problems and applies preventive measures before they become real problems.
What do you feel is the primary responsibility of a City Manager?	To make sure the city runs smoothly and efficiently, and that it moves in the direction the elected officials and other stakeholders want to move it.
How do you keep, or have kept the elected officials informed? (communication)	There is no one steadfast way to do it. There is a lot of different ways; but he feels a frequent one on one briefing with the elected officials is the most effective way. He uses emails, telephone or face-to-face interaction. He tries to reduce the instance of surprises as much as possible. He is open-minded to whichever way a council member wants to communicate with him.
What is your approach to presenting the annual budget to the City Council? (i.e. does the candidate pass on to the Council the budgets as prepared by the Staff, or does the candidate work with the staff to balance the budget prior to presentation to Council?)	The document he presents to the council represents the staff as a whole. He is very much involved in the process; making sure he has a deep understanding of what is in that document before he presents it to the elected officials.
Please provide some examples of projects or initiatives you have developed to increase revenue or decrease expenditures?	When he comes to a city, he typically works with the city's finance director to do a study on the existing revenue sources. Eliminating duplicative staff and consolidating all the regulatory functions under one roof in League City saved the city a lot of money and making the process easier to follow at the same time.
Describe your experience in dealing with emergency preparedness and response. What is your experience dealing with FEMA?	His efforts and experience dealing with the aftermath of the tornado that struck Joplin, Missouri. He learned the value of having good relationships in place with other agencies before an emergency hits.
What is the best way to deal with transparency and public information in the changing world of "social media"?	He operates with the assumption that whatever it is he is working on and whatever it is he is addressing would end up in the front page of a newspaper at some point in time. It helps him deal with the fact that everything is visible nowadays than before.
How do you prepare a Capital Improvements Budget?	He is a big proponent of a strategic plan, which set out many, if not all, of the city's capital improvement projects moving forward. There should not necessarily be any surprises in the budget if there is a plan in place.
What is the best way to promote a cohesive, results oriented staff team?	A strategic plan is a group process that involves the council, mayor, city manager, city staff and the citizens, and how they envision the city's future. They put together a plan based on the inputs they provide. It is his job to create a short-term and long-term plan and represent them

	to the council at public hearing to allow more inputs from the citizens. It is his responsibility to implement the plan which the council approves. It also builds that team work within the staff because they also have inputs into the process and are fully aware of the city's goals and objectives.
When are you available to start?	Shortly after the start of the new year if the decision is made soon and he is hired.

The following are questions from each Council member, and a summary of Mr. Rohr's response to each question.

Question: *Can you elaborate a little bit on why your tenure at League City was so short?*
(Ramswell)

Answer: Everything was going very well. They had the comprehensive plan established. After the first year, the council offered him a perpetual contract, and one of the provisions of the bonus system was that he stays long term because the city has gone through a lot of city managers. The current mayor then ran for county commissioner and had to give up his mayoral seat. The newly elected mayor was an advocate of a strong mayor form of government. He received advance warning from various individuals that the new mayor is more likely to infringe upon his administrative responsibilities. The new mayor started doing just that, and he started getting complaints from his staff. Some members of the council urged him to do something about it. He had a provision in his contract that he has to adhere to International City Manager Association (ICMA) Code of Ethics. Part of such code is to resist any encroachment on professional responsibilities; and that he could lose his job if he did not abide by this code. He then documented everything and sent it to the entire council in the form of a complaint. An election for new council members took place two months later and the new council voted to terminate him at their initial meeting. Bottom line was that he took an ethical stance which resulted in his termination as city manager.

Question: *In addition to looking for a new city manager, the City of Destin is also looking for a new city engineer and a new public information manager. Also, the City just hired a new community development director and a new library director. With all these new positions being filled and changing the leaderships of the City, how do you expect to fit in with the new team and how would you keep everybody motivated and organized to do their job?* **(Overdier)**

Answer: Very similar with Lake City where they had a political climate resulting in high turnover of personnel; and so he has some experience in this matter. He and his staff worked on developing second and third level of management overtime. It is important to have a plan in place and have some instability in place to allow the city to move forward. They have to make the right choices in filling those slots and vacancies.

Question: *The City of Destin has had several employee turnovers the past 6 to 8 months. What steps to you think you could possibly take to prevent that from happening in the future in your capacity as city manager?* **(Marler)**

Answer: He would talk to his employees and find out about their concerns; and try to determine whether or not he could address those concerns in his capacity as City Manager.

Question: *Would you have a problem telling any member of the Council when they are violating the City Charter or if you feel they are making wrong decisions?* **(Marler)**

Answer: Though it did not work so well for him at Lake City, it is very important for him to do so because he believes it is part of his responsibility. He would need to approach it in a proper manner.

C. Mr. Lance Johnson

The following are standard questions the Mayor Pro Tem asked Mr. Johnson, and a summary of Mr. Johnson's response to each question:

LANCE JOHNSON	
<i>QUESTIONS</i>	<i>RESPONSES</i>
What have you been able to learn about the City of Destin?	He has been a resident of Destin for several years and employee of the City for over 15 years. Destin is a small town with over 13,500 full time residents. The population goes up to about 90,000 people during the summer time. It is a small town with big city problem.
Please describe your experience in working with multiple agencies and departments. What are some examples of actions you took to work through and resolve conflicts between agencies/departments	About 5 years ago, he was involved in putting together a proposal to the Tourist Development Council (TDC) for Destin beach maintenance. The Okaloosa Board of Commissioners ultimately supported their effort to maintain their beaches and boardwalk for the last 4 years, benefiting both the city and county.
We recently approved changes to our Comprehensive Plan and are in the beginning stages of updating the Land Development Code. Describe your experience in planning/zoning/growth management administration?	Most recently he had identified strategic documents that rely on Municode to be updated as changes are adopted. It has not been happening in a timely manner and so he met with staff to try to come up with corrective actions for rapid response to changes to critical document. There are actions currently underway.
What is your experience in working on interdepartmental or interagency teams? Please give an example of a successful outcome that resulted from your participation on a team and what role you played in facilitating this successful outcome.	One project that is currently taking place is the Capt. Leonard Destin Park. He has been coordinating with difference agencies, such as the Trust for Public Land, the Florida Department of Environmental Protection, contract engineers and Community Development Department, to construct this new park for the citizens of Destin.
Currently we have a few projects underway pertaining to stormwater. What experience do you have with stormwater issues?	His knowledge is limited to storm water treatment for city parks and recreation facilities. He has submitted application for storm water treatment grant funding for the Joe's Bayou recreation area. Part of that grant is to restore and enhance the wetlands that are already on that property.
How have you balanced the need for exceptional customer service with the need to ensure compliance with codes and regulations that ensure public health and safety. Please describe a specific example of how you accomplished this balance.	He has always taken the time to listen to people to gain an understanding of their concerns and then take the appropriate action. He also takes the time to explain to people the reasons the city is taking certain actions in the hope of getting them on board with the city's decision.
What are you looking for in terms of organizational culture? What attributes do you look for in an organization you want to join?	He always looks for a team-oriented organization; of which he is already a part. As a manager, he uses a participatory approach leading to accomplishing the goals of the organization.

Are you a person who has a true open door policy with employees, citizens, council and other interest groups; promotes an open dialogue that is intended to improve the operations of the department, the morale of the employees and provide a high level of quality service to the public?	He absolutely believes in open door policy. He encourages his staff, the City Council and stakeholders in the community to share their ideas, questions and concerns with him so he could take the appropriate action on that information.
A. What do you consider to be your greatest work related accomplishment? B. What do you consider to be your greatest work related failure?	Helping his staff to succeed and reach their personal goals. He has had the pleasure of working and mentoring several individuals that had moved on to be managers and directors. As his career as Parks and Recreation Director progressed, the size of his staff also got bigger. He needed to make sure he had proper balance so that neither the career development of his staff nor his home life suffered.
Do you utilize a proactive management style to realize the full potential of all department resources, minimize the concerns/problems of citizens, elected officials and upper management? Explain.	He always strives to be proactive in everything he does as much as possible; but, his management style is more of a participatory. He seeks out inputs from the key stakeholders, especially the City Council, residents and staff, and then tries to make the best decision that he can.
What do you feel is the primary responsibility of a City Manager?	To implement the policies decided upon and approved by the governing body.
How do you keep, or have kept the elected officials informed? (communication)	He maintains an open door policy; always making himself available to members of the Council and the public. He uses the latest technology; such as, email and text, to provide quick answers to questions from the Council. The City publishes a weekly report that provides an overview of each department's activities. He also encourages one on one communication with each Council member at least once a week.
What is your approach to presenting the annual budget to the City Council? (i.e. does the candidate pass on to the Council the budgets as prepared by the Staff, or does the candidate work with the staff to balance the budget prior to presentation to Council?)	He reviews and makes the necessary changes to the budget, based on the Council's priorities, before he presents it to the Council. He also considers the needs of staff while making sure they have a balanced budget to present to Council.
Please provide some examples of projects or initiatives you have developed to increase revenue or decrease expenditures?	In 2006-2007 time frame, the Council requested that they try to increase the City's sports tourism program by attracting more tournaments to be held at the City of Destin. Prior to that, they averaged approximately 3 annual tournaments. They managed to build it up to about 25 tournaments per year, increasing the size of each tournament per year. Most of the tournaments comprise of organizations that have been using City facilities year after year. The increase tournament frequency and size directly contributed millions of dollars to the local economy.
Describe your experience in dealing with emergency preparedness and response. What is your experience dealing with FEMA?	Since becoming an Interim City Manager, there have been two hurricanes that struck the Gulf Coast. They both required very close monitoring. Hurricane Michael necessitated the implementation of the City's Emergency Preparedness procedures, including damage assessment following the storm.
What is the best way to deal with transparency and public information in the changing world of "social media"?	Transparency is a big part of the organizational culture; and that he will make sure the City remains as transparent as possible in his capacity as Interim City Manager and full-time City Manager if selected.

How do you prepare a Capital Improvements Budget?	They have priority projects and 5-year capital improvements projects. Members of staff provide an assessment for each of these projects. He would get information from the Council in terms of what they would consider priority projects and then make appropriate adjustments to the budget.
What is the best way to promote a cohesive, results oriented staff team?	He listens to inputs from all level of the organization; from staff level to the City Council.
When are you available to start?	Immediately

The following are questions from each Council member, and a summary of Mr. Johnson's response to each question.

Question: *In addition to looking for a new city manager, the City of Destin is also looking for a new city engineer and a new public information manager. Also, the City just hired a new community development director and a new library director. With all these new positions being filled and changing the leaderships of the City, how do you expect to fit in with the new team and how would you keep everybody motivated and organized to do their job? (Overdier)*

Answer: The current situation is similar to the situation he inherited when he was hired as the City's Parks and Recreation Director. The department was down several positions; and he was given the opportunity to build his staff almost from the ground up. This would be an opportunity for him to fill the positions with people he believes would fit in with the organization and help meet the goals of the organization.

Question: *The City of Destin has had several employee turnovers the past 6 to 8 months. What steps to you think you could possibly take to prevent that from happening in the future in your capacity as city manager? (Marler)*

Answer: Putting the right people in the right positions is the key. He believes his participatory form of management would get everyone involved and aware of what the organization is doing. They would celebrate their success. He would hold himself accountable and demand accountability from his staff.

Question: *Would you have a problem telling any member of the Council when they are violating the City Charter or if you feel they are making wrong decisions? (Marler)*

Answer: He has the responsibility to tell the Council and his staff as well as all the stakeholders when he feels they are going in the wrong direction; especially when there is a possibility of an unethical behavior or if they are violating the City Charter.

Question: *They have had City Managers with very different management style. They had one that was very direct, and one that was more of a listener and then became more engaged. What do you say to people that may perceive your soft-spoken nature as a weakness?*

Answer: He just likes to weigh things out to make sure his response is correct before he gives it. He believes he has blended very well into the organization. He does not "fly off the handle" very easily. He is just a little slower to speak to make sure he does not provide a response that he would regret later.

.....

D. Ms. Danielle Judd

The following are standard questions the Mayor Pro Tem asked Ms. Judd, and a summary of Ms. Judd's response to each question:

DANIELLE JUDD	
QUESTIONS	RESPONSES
What have you been able to learn about the City of Destin?	She had looked at some of the City's capital projects on line. The City has two community redevelopment areas (CRA). She has had some experiences with CRAs with the City of Alachua. The City has an approximately \$21 million budget. She had a \$39 million budget with the City of Green Cove Springs. The City has a workforce of a little over 100; including full-time, part-time and seasonal workers. She had studied the City's Comprehensive Plan and Land Development Code as well as its core values, such as Integrity and Teamwork; which she believes to be very good core values. She believes the City's budget documents are well done and most deserving of the GFAO awards many years in a row. There has been a lot of emphasis on employees. The community likes to be known as the "Luckiest Fishing Village."
Please describe your experience in working with multiple agencies and departments. What are some examples of actions you took to work through and resolve conflicts between agencies/departments	When she came to Green Cove Springs, they were under a Consent Order with wastewater which they were able to resolve. They now have a wastewater treatment plant. They had a police station that was housed in an old historic home, and it needed a new home. They were able to build a 13,000 square foot facility that could withstand a category 5 storm surge using a combination of federal and local resources. Before she left Green Cove Springs, she set things in motion for a new Public Works compound, which was badly needed. She has had a lot of experience working with FDEP and the State Department of Economic Opportunity
We recently approved changes to our Comprehensive Plan and are in the beginning stages of updating the Land Development Code. Describe your experience in planning/zoning/growth management administration?	She was the Interim Planning and Community Development Director for a period of time with the City of Alachua. They went through the Evaluation and Appraisal Process with the comprehensive plan and reworked the City's Land Development Code.
What is your experience in working on interdepartmental or interagency teams? Please give an example of a successful outcome that resulted from your participation on a team and what role you played in facilitating this successful outcome.	She worked at a county commission early in her career. They had an annexation team that worked with different jurisdictions for annexation looking for level of service and impacts on the community. They have had to work with different agencies with the new wastewater infrastructure and the new police station at Green Cove Springs.
Currently we have a few projects underway pertaining to storm water. What experience do you have with storm water issues?	When she came to Green Cove Springs, the storm water was not a separate utility. It was in a general fund. They came up with a storm water master plan working with an engineering firm. They were able to set a base fee for storm water to relieve some pressure off the general fund. It brings in about \$170,000 annually. One of the last

	things that she did before she left the city was to set the stage the plans to move forward to what is known as a user fee where they charge so much for residential and commercial units. The goal is to have a solid \$750,000 a year revenue stream to deal with storm water issues.
How have you balanced the need for exceptional customer service with the need to ensure compliance with codes and regulations that ensure public health and safety. Please describe a specific example of how you accomplished this balance.	The local government works for the community, and it is of utmost important to provide great service to its citizens. She tries to make all processes as customer friendly as possible, and that everyone is aware of the requirements. She has an unwritten rule of getting back to every citizen within 24 hours whether or not she has the answer to a question.
What are you looking for in terms of organizational culture? What attributes do you look for in an organization you want to join?	An organization that emphasizes employee involvement. A city council that wants to move forward and work cohesive as a team. She likes working very closely with the council members to achieve their goals. Stability is also very important.
Are you a person who has a true open door policy with employees, citizens, council and other interest groups; promotes an open dialogue that is intended to improve the operations of the department, the morale of the employees and provide a high level of quality service to the public?	She communicates very well with her council without polling the council members, which is a Sunshine Law violation. She uses the email system a great deal. She makes sure all the council members are adequately informed of important issues. She makes every effort to meet with citizens, even those that are unannounced. She establishes good connection with local businesses. With regards to the employees, she would have senior management meetings and recognition programs and strives to bring in a high level of professionalism in the organization. She has worked very hard at her previous organization to complete a wage study. They were so far behind and it took them 3 years to get caught up.
A. What do you consider to be your greatest work related accomplishment? B. What do you consider to be your greatest work related failure?	Her involvement with municipal electric power utility. She visited other communities with municipal electric power to see how they are being run. They are the only municipal electric utility of their size doing what they do in terms of service delivery. She implemented a public-private partnership and put out a Request for Qualification (RFQ). She put together a \$10 million loan for the electric system. She implemented a new rate structure. The system is going in the right direction. They have established a solid foundation for which to move forward. In terms of work related disappointment, she worked on the City of Alachua transit system project that was championed by the mayor of the city at the time. They worked with different agencies and did everything necessary to launch this program; but, the ridership did not succeed and the Council made a decision not to move forward with it.
Do you utilize a proactive management style to realize the full potential of all department resources, minimize the concerns/problems of citizens, elected officials and upper management? Explain.	She has a proactive management style; always thinking about the next step after every decision that she makes. She takes the time communicating and observing different directors to determine their strengths and weaknesses. She believes in allowing her staff the opportunity to excel to whatever level they want to excel. She gives her leaders broad directives based on policies receive from the council

	and expects them to provide initiatives to accomplish their assignments; providing some assistance when necessary. She never put anyone in a position to fail.
What do you feel is the primary responsibility of a City Manager?	To be the CEO for the organization. To instill faith not only in the abilities of the city manager, but make the mayor and council feel they can have a dialogue with the city manager at any given time to address any issues and expect the city manager to take immediate action. Strive to build a consensus and obtain inputs from everyone and move forward to the direction they need to go.
How do you keep, or have kept the elected officials informed? (communication)	She uses the email system quite regularly especially to provide updates on certain projects. She schedules one-on-one meetings with each council member pretty regularly.
What is your approach to presenting the annual budget to the City Council? (i.e. does the candidate pass on to the Council the budgets as prepared by the Staff, or does the candidate work with the staff to balance the budget prior to presentation to Council?)	She and the Finance Director meet with each department director to go over their budget to make sure they agree on funding levels. She schedules 3 to 4 budget workshops with the mayor and council to discuss and answer any questions about the proposed budget before they go before the public for first and second reading of the budget and millage ordinances.
Please provide some examples of projects or initiatives you have developed to increase revenue or decrease expenditures?	One of the things she looks at when reviewing a proposed budget is to make sure expenses are being charged to the right areas. One of things she did at Green Cove was to look at certain activities being charged to the general fund which really belong to a special revenue fund. She enacted a storm water fees. She also looked at different millage rates and adjusted the transfer that came in from electric to the general fund. She discovered they were transferring way too much that it was starving the system's ability to fund its capital.
Describe your experience in dealing with emergency preparedness and response. What is your experience dealing with FEMA?	They have an Emergency Operations Center (EOC) at Green Cove Springs. Their new police station is also a category 5 structure and it serves as the command post after a storm event. She had worked with FEMA reimbursement at Green Cove Springs. They also had to deal with Hurricane Charlie at the City of Alachua where they had to activate their emergency preparedness plan and stayed in the EOC.
What is the best way to deal with transparency and public information in the changing world of "social media"?	Communication is very important. Transparency is the key. One of the things they did at Green Cove Springs was to hire a communications coordinator. Prior to that they would put information out on the website, Twitter and Facebook. They also published press releases for special events. Newsletters are also an effective way to disseminate information.
How do you prepare a Capital Improvements Budget?	Obtain input from the different departments. They also need to have a 5-year plan and a long-term plan and to know which items need to be replaced; whether they are vehicles or buildings and facilities. They need a road segment analysis, similar to what they have at Green Cove Springs so that they know the condition of the roads. They also need to identify all funding sources including impact fees.
What is the best way to promote a cohesive, results oriented staff team?	One of the first things she does is asked her department directors what is on their mind. What information and

	knowledge they think is important for their department. She also likes to meet with all the employees and talks a little bit about herself and her management style and ask them how they feel about it. Encourage everyone to participate in the discussion. This is important because it makes everybody feel they are part of a team; and that no one department is more important than another.
When are you available to start?	She is no longer with the City of Green Cove Springs. It was a planned departure when her contract was up a few years ago. She could start in January or February.

The following are questions from each Council member, and a summary of Ms. Judd's response to each question.

Question: *In addition to looking for a new city manager, the City of Destin is also looking for a new city engineer and a new public information manager. Also, the City just hired a new community development director and a new library director. With all these new positions being filled and changing the leaderships of the City, how do you expect to fit in with the new team and how would you keep everybody motivated and organized to do their job? (Overdier)*

Answer: She talked about stability earlier. It is important that whoever gets hired at senior level feels there is a commitment from the city manager to make them feel comfortable and engaged. If there is a mistake made on an agenda item or policy, she takes full responsibility for it and not put the blame on anybody. She also wants to encourage her leaders to volunteer in the community. It is important for senior leadership to know they are working for a city manager that has integrity. They also need to know that the wages and benefits are competitive, and that they are comfortable with their work environment.

Question: *The City of Destin has had several employee turnovers the past 6 to 8 months. What steps to you think you could possibly take to prevent that from happening in the future in your capacity as city manager? (Marler)*

Answer: The term stability plays a big part once again. They need to ensure the wage level is competitive with other municipalities. She wants to instill confidence and professionalism in her staff. They need to know they have a city manager and a city council that will continue to work together to build a consensus.

Question: *Would you have a problem telling any member of the Council when they are violating the City Charter or if you feel they are making wrong decisions? (Marler)*

Answer: She is a straight-forward type of person. She would never correct the mayor and council in the middle of a public meeting, unless they are saying something that is charter-prohibitive or things of that nature; but she would have a dialogue with them at some point. Her rule as city manager is to implement the council's policies and to guide them as they execute those policies to make sure they are moving forward in the right direction.

Question: *You talked about building consensus and guiding the council. How do you build consensus without polling?*

Answer: She is a very good listener and she knows at any given time where the different council members are on different policy issues. For instance, when she frames a budget, she would reach out to each

council member in the very early part of budget development and meet with them frequently to discuss all the projects they need to consider and get a feel as to what is important to them and the community.

At this time, Ms. Judd informed the Council that if selected, she would like to have a multi-year contract. The community she worked in would not allow the council to approve more than a 3-year contract. She continued she would prefer at least a 5-year contract.

2. Discussion

Mr. Buzz Eddy, FCCMA Advisor, informed the Council their official decision would have to be made at a Council meeting.

Councilmember Dixon stated that he feels Ms. Judd far and away did the best interview. He also stated that he likes Mr. Johnson and the job he has performed. However, the City is faced with so many issues that may require a seasoned city manager to be able to handle. He would support making Mr. Johnson a deputy city manager.

Councilmember Morgan stated he is not prepared to select a full time city manager at this point. Ms. Judd was very impressive; however, Mr. Johnson has been a long-time member of the community and has done a good job in his role as interim city manager which should also be taken into consideration.

According to Councilmember Marler, if Mr. Johnson is not selected for the full time position, he would also support making him the deputy city manager. He stated that all the candidates did a good job, but Ms. Judd was the most impressive. He also noted that Ms. Judd requested a 5-year contract if hired; however, that is not something they have done before. If they grant that request and things do not work out between the city manager and council, they would have a problem of buying out the contract which could cost a lot more money for the city.

The city attorney noted they could draft a contract in a way that the council could terminate the city manager without buying out the remainder of the contract.

Councilmember Ramswell stated that Destin is very unique, which has been part of the issue with previous city managers with the exception of Mr. Greg Kisela who have spent a lot of time in the city. These previous city managers were new to the environment and new to what the city was experiencing. Someone that had lived in the city for a period of time and is familiar with the environment and the organization is almost a perfect fit because they would be able to provide an insight and have seen things from a perspective that someone new coming in would not have seen. She feels that since Mr. Johnson has been involved in a different capacity as a department director rather than as a council member or city manager, his perspective is a little bit further back. He has been able to garner a wider view of what has been going on in the city as a whole. He also had member of staff who conveyed to her how impressed they were with Mr. Johnson's performance as interim city manager.

Councilmember Overdier stated that Ms. Judd has a proven track record as city manager; and that she has dealt with a lot of issues similar to what the city is experiencing at this point and has been very successful. Mr. Johnson has done a great job at the level that he has been performing; but, he does not have a track record as a city manager.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 3:20 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Presentation - RFQ 18-15-PS Airport Road Signing and Pavement Marking Project

- A) Connelly & Wicker, Inc.
 - B) Dewberry Engineers, Inc.
 - C) Gortemoller Engineering, Inc.
 - D) Volkert, Inc.
-

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019

TYPE OF AGENDA ITEM: Special Presentation

TO: City Council

THRU: Lance Johnson, City Manager
Bragg Farmer, Finance Director
Tim Pietenpol, Deputy Public Services Director

FROM: Joe Bodi, Public Services Engineering Asst.

DATE: January 16, 2019

SUBJECT: Selection - RFQ 18-15-PS Airport Road Signing and Pavement Marking Project

I. BACKGROUND: The City received an FDOT LAP reimbursable grant for road improvements to this roadway involving safety upgrades and high friction paving on the curve of the road. The project is anticipated to be under contract immediately after negotiations, having a 120 calendar day schedule to be completed by June 2019; substantial completion in 90 days and final completion 30 days subsequent.

This project is an FDOT off system partial reimbursement grant and will require design documentation by the consultant and FDOT to insure compliance with the LAP requirements. FDOT will reimburse the City up to \$104,963.00 for design. The Request for Qualifications 18-15-PS was advertised in November, 2018, with proposals submitted on Thursday, December 27, 2018 at 2:00 p.m. CT. A total of five (5) submittals were received by the City. One was excluded due to an incomplete submittal package.

II. DISCUSSION: After consideration of the submittals received, the Bid Committee met on January 8, 2018 to screen and make final recommendations on the responses received. The Bid Committee voted 3 – 0 with 2 abstained due to potential conflicts, that four firms be ranked and short listed. The following firms were ranked by the Bid Committee and short listed: Connelly & Wicker, Inc., Dewberry Engineers, Inc., Gortemoller Engineering, Inc., Volkert, Inc.

It was the recommendation of the Bid Committee that all the short listed respondents present to the Destin City Council. The Destin City Council shall evaluate all presenters and make a final determination, and instruct the City Manager to begin negotiations with the number one selection as presented in the recommendation.

A. Link to Strategic Goals / Objectives: 3A. Implement multimodal transportation plan.

B. Effect on Budget (EOB): This project is a current CIP project (CRT 18) for FY 2019 funded by an FDOT LAP reimbursable grant providing \$104,963 in funding.

C. Level of Service (LOS): There will be an increase to the level of service for the City's Town Center Multimodal Transportation District and Airport Road.

III. CONCLUSION: The City received four responsive proposals for this project. The firms will present at 6:00 p.m. CST for the regular February 4, 2019 Council Meeting to make ten-minute presentation to the City Council. After the presentations, Council will rank the firms using the attached ranking form. The top selected firm will be included in the following recommended motion.

The FDOT LAP Selection Process requires the Selection Committee, in this case the Destin City Council; to acknowledge and signed the conflict of interest form.

IV. RECOMMENDED MOTION: I move that Council authorize the City Manager to negotiate a professional services agreement with the firm of _____ for professional consulting engineering services for the Airport Road Signing and Pavement Marking Project and bring back the contract for Council approval.

Attachments:

1. Council Ranking Sheet
2. Conflict of Interest Selection Committee (Council)
3. 1-8-19 Draft Bid Committee Meeting Minutes
4. Bid Committee Score Tabulation Sheets
5. RFQ 18-15-PS Connelly & Wicker 2018
6. RFP #18-15-PS Volkert - Airport Rd Signing and Pavement Marking
7. RFQ 18-15-PS - Airport Road - Gortemoller Engineering

8. RFQ 18-15-PS City of
Destin_Dewberry Proposal
9. 18-15-PS RFQ Airport Rd Design
Resurfacing (LAP)

COUNCIL RATING FORM
PROFESSIONAL SERVICES PRESENTATIONS/INTERVIEWS

PROFESSIONAL DESIGN CONSULTING ENGINEERING SERVICES

RFQ # 18-15-PS Airport Road Signing and Pavement Marking Project

Councilmember: _____

Date: **February 4, 2019**

The following criteria are rated on a weighted basis when evaluating qualifications of professional service firms:

	A	B	C	D	
	Organization & Staffing	Experience & References	Availability & Schedule	Project Approach & understanding of Critical Issues	TOTAL
Firms' Names	(25 Points)	(25 Points)	(20 Points)	(30 Points)	

Using the total scores for each firm, please list the firm which has the greatest total score as your first choice (number 1), the firm which has the second highest total score as your second choice (number 2) and the firm which has the third highest score as your third choice (number 3).

Should two firms receive the same number of points in their total score, you must choose which firm should rank the highest in your opinion.

1. _____
2. _____
3. _____
4. _____

Suggested Scoring Guidelines

A	Orgnaization & Staffing	Highly competent team (Prime, Subs, and their staffs) that have significant experience on FDOT or other similar projects. Staff and subconsultants have received high quality grades on past projects with minimal coordination problems.	Competent team (Prime, Subs, and their staffs) that have some experience on either FDOT or other similar projects (not necessarily as a team). References have checked out, and grades on past projects have been deemed acceptable.	Has shown that the staff (as a whole) has minimal experience on either FDOT for other similar projects. References have either not checked out, or the Prime/Subs have poor grades and have performed poorly on past projects.
		25	10-20	5
B	Experience & References	Proposes innovative design concepts with specific dollar and/or time savings to construction without compromising quality and project enhancement.	Proposes innovative design concepts that can be utilized and allowed by the department. Minimal benefit associated with each concept identified.	Proposes using standard design concepts with no clear benefit/improvement. Questionable – Contract time looks questionable, time and sequence of events not appropriate.
		25	10-20	5
C	Availability & Schedule	Available for immediate and accelerated schedule. Exceeds Requirements – Well thought out, practical, meets schedule, includes	Adequate for normal performance. Meets Requirements – Sequence and time of events logical. Meets scheduled time for project.	Inadequate information to determine. Questionable – Contract time looks questionable, time and sequence of events not appropriate.
		20	10-15	5
D	Project Approach & understanding of Critical Issues	Thorough – Consultant understands all aspects of the intent of the project. Recommendations for potential improvements with added value to the scope of work were identified.	Average – Consultant understands some aspects of the intent of the project. Knowledge of the scope of work was portrayed by repeating the scope language verbatim.	Vague – Minimum understanding of the intent of the project. Proposal reflects some confusion or conflict in areas of responsibility.
		Thorough – Reflects all known issues and proposes method to address. Has visited site. Identified key issues on the project and has proposed some potential solutions. May identify additional issues for consideration.	Average – Understands key issues and has visited site. Reflects “most” issues.	Vague – Minimum preliminary study with some knowledge of field conditions.
		Strong – Quality control has been addressed as a team with excellent staff experience and proven quality grades for those consultant who have previously worked for FDOT.	Adequate – Policies and procedures exist for prime.	Inadequate – Policies and procedures not addressed adequately.
		30	20	10

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
SELECTION COMMITTEE**

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, and Section 838.22, Florida Statutes, and could result in disciplinary action by the Department..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFQ 1815PS	AIRPORT ROAD SIGNAGE AND PAVEMENT - DESIGN	421993-2-38-1

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Date: _____

Printed Names

Signatures

Additional Page

421993-2-38-1

Signatures

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**MINUTES
BID COMMITTEE MEETING
TUESDAY, JANUARY 8, 2019**

1. CALL TO ORDER:

Mr. Bragg Farmer called the meeting to order on Tuesday, January 8, 2019 at 9:50 a.m., in the Destin City Hall Conference Room

2. ROLL CALL:

Members Present:

Bragg Farmer, Finance Director/Chairman
Tim Pietenpol, Interim Public Svcs. Director
Webb Warren, IT Director

Kim Montgomery, Deputy City Clerk
Joe Bodi, Engineering Assistant

Karen Jankowski, Human Resources Mgr.
Louis Zunguze, Community Development Director

3. NEW BUSINESS:

A) RFB 18-15-PS, Airport Road Signage and Marking Project

The following bids were submitted and reviewed by the bid committee members.

- Connelly & Wicker, Inc.
- Gort Moller Engineering, Inc.
- Volkert
- Dewberry
- Avcon, Inc. (Did not submit the required addendums)

The determination was made that since Avcon, Inc. did not meet the requirements of the bid; having not submitted the required addendums (2) with their bid and therefore would not be considered.

Motion by Mr. Farmer, seconded by Mr. Zunguze to continue the meeting to Friday, January 11th at 9:30 a.m. The motion passes with a 4-0 vote.

**** Could not obtain a quorum for the 1/11/19 meeting so it was rescheduled to 1/14/2019 @ 9:00 a.m.****

Mr. Farmer reconvened the meeting at 9:10 a.m. on 1/14/19 with the following members present:

**Karen Jankowski
Louis Zunguze
Webb Warren
Bragg Farmer**

Mr. Farmer explained that Avcon, Inc. is disqualified from consideration because they did not turn in the two (2) required addendums with their bid submittal and asked the members if they agree. All present members concurred with that statement. Mrs. Jankowski also pointed out that their e-verify statement was very weak compared to the other company submittals.

Mr. Zunguze explained that he reviewed the submittals and did not gage their experience on the engineering standpoint, since they are all engineering firms and have experience. He explained that he looked more at their completeness of their submittal based on what the requirements of the RFQ in determining his ranking each firm.

According to Mrs. Jankowski, she did the same in her review of each firm and gave her best ranking based on the bids provided.

According to Mr. Farmer, he feels that he is not in the position to value their CEO or person listed as the Manager to evaluate because he knows more than likely, they would not be working on such a small project and weighed more at the employees, if they are PE certified, and if the firm is FDOT certified. Adding that he feels that all 4 of the firms should present to City Council since they are all qualified. He ranked the firms as follows:

Connelly & Wicker, Inc – 1
Volkert – 2
Dewberry – 3
Gortmoller, Inc. – 4

According to Mrs. Jankowski, all four of the firms were almost equal and her ranking is as follows:

- 1) Connelly & Wicker, Inc. – 100-pts.
- 2) Volkert – 100 pts.
- 3) Gortemoller, Inc. – 95 pts.
- 4) Dewberry – 96 pts.

According to Mr. Zunguze, he scored the four firms as follows based on the completeness of their response and the identification of the key personnel to work on the project:

- 1) Connelly & Wicker, Inc. – 99 pts.
- 2) Volkert – 98 pts.
- 3) Gortmoller, Inc. – 91 pts.
- 4) Dewberry - 91 pts.

Motion by Mr. Farmer, second by Mrs. Jankowski; to give the total tabulation ranking to either Joe or Tim in the Public Services Department, to complete the agenda item with the four firms to present: Connelly & Wicker, Inc., Volkert, Dewberry, and Gortmoller, Inc. and have Avcon, Inc. bid thrown out since they did not provide the required addendums. The motion passed with a unanimous vote of 3-0. Mr. Warren did not cast a vote because of a personal conflict.

ADJOURNMENT:

There being no further discussion at this time; the meeting adjourned at 9:55 a.m.

Adopted this _____ day of _____ 2018

Bragg Farmer, Finance Director

Kim Montgomery, Deputy City Clerk



City of Destin

SCORE TABULATION SHEET

Project: RFQ 18-15-PS Airport Road Signing & Pavement Marking Project

RESPONDENTS	Connelly & Wicker, Inc	Gortemoller Engineering, Inc	Volkert	Dewberry	Avcon, Inc
Letter of Response (Y/N)	Yes	Yes	Yes	Yes	Yes
All required statements, forms & documentation (Y/N)	Yes	Yes	Yes	Yes	No missing addendums 1+2
Identify Key Personnel Roles & Responsibility	Yes 25Y	Yes 20Y	Yes 26Y	Yes	Yes 30
Resumes for each team member	Yes	Yes	Yes	Yes (small state)	Yes
Identify Sub-consultant(s)	Yes	Yes	Yes	No - full service	Yes
ORGANIZATION & STAFFING (Max. 25 Pts.)	25	25	25	23	
Demonstrate experience with projects of similar scope of work and complexity	Yes	Yes	Yes	Yes	Yes
Reference list for each project including brief project description	Yes	Yes	Yes	Yes	Yes
FIRM EXPERIENCE & REFERENCES (Max. 25 Pts.)	25	25	25	25	
Ability of the firm to manage the project within the specified timeframe and budget	Yes	Yes	Yes	Yes	
Show current workload of available personnel & hours projected on this project	Yes (50)	Yes (50)	Yes (50)	Yes (50)	Yes (50)
Project Schedule	Yes ++	Yes	Yes +	Yes -	Yes -
WILLINGNESS TO MEET TIME REQUIREMENT (Max. 20 Pts.)	20	17	20	18	
Project Methodology - including list of known critical issues and how they will be addressed	Yes ++	Y/N? critical issues	Yes	Yes	Yes
Quality Control Process	Yes +	Yes	Yes	Yes	-
PROJECT APPROACH & UNDERSTANDING OF CRITICAL ISSUES (Max. 30 Pts.)	30		30	30	
Total Score (Max 100 Pts)	100	95	100	96	0 - disqual
	Connelly & Wicker, Inc	Gortemoller Engineering, Inc	Volkert	Dewberry	Avcon, Inc

disqual -

Even Weak

1

2

2

3

0



City of Destin

SCORE TABULATION SHEET

**No answers
*can't feel
experience*

Project: RFQ 18-15-PS Airport Road Signing & Pavement Marking Project

RESPONDENTS	Connelly & Wicker, Inc	Gortemoller Engineering, Inc	Volkert	Dewberry	Avcon, Inc
Letter of Response (Y/N)	✓	✓	✓	✓	✓
All required statements, forms & documentation (Y/N)	✓	NFM#	✓	N	✓ F#
Identify Key Personnel Roles & Responsibility	✓	✓	✓	✓	✓
Resumes for each team member	✓	✓	✓	✓	✓
Identify Sub-consultant(s)	✓	✓	✓	✓	✓
ORGANIZATION & STAFFING (Max. 25 Pts.)	25	24	24	15	24
Demonstrate experience with projects of similar scope of work and complexity	✓	✓	✓	✓	✓
Reference list for each project including brief project description	✓	✓	✓	✓	✓
FIRM EXPERIENCE & REFERENCES (Max. 25 Pts.)	24	23	24	21	22
Ability of the firm to manage the project within the specified timeframe and budget	✓	✓	✓	✓	✓
Show current workload of available personnel & hours projected on this project	✓	✓	✓	✓	✓
Project Schedule	✓	✓	✓	✓	✓
WILLINGNESS TO MEET TIME REQUIREMENT (Max. 20 Pts.)	20	18	20	17	20
Project Methodology - including list of known critical issues and how they will be addressed	✓	✓	✓	✓	✓
Quality Control Process	✓	✓	✓	✓	✓
PROJECT APPROACH & UNDERSTANDING OF CRITICAL ISSUES (Max. 30 Pts.)	30	26	30	25	25
Total Score (Max 100 Pts)	99	92	98	91	87
	Connelly & Wicker, Inc	Gortemoller Engineering, Inc	Volkert	Dewberry	Avcon, Inc

miss

1

3

2

4



City of Destin

SCORE TABULATION SHEET

Project: RFQ 18-15-PS Airport Road Signing & Pavement Marking Project

RESPONDENTS	Connelly & Wicker, Inc	Gortemoller Engineering, Inc	Volkert	Dewberry	Avcon, Inc
Letter of Response (Y/N)	Y	✓	/	/	/
All required statements, forms & documentation (Y/N)	Y	/	/	/	N
Identify Key Personnel Roles & Responsibility	✓	/	/	/	/
Resumes for each team member	✓	/	/	/	/
Identify Sub-consultant(s)	✓	/	/	/	/
ORGANIZATION & STAFFING (Max. 25 Pts.)	25	25	25	25	25
Demonstrate experience with projects of similar scope of work and complexity	/	/	/	/	/
Reference list for each project including brief project description	/	/	/	/	/
FIRM EXPERIENCE & REFERENCES (Max. 25 Pts.)	25	25	25	25	25
Ability of the firm to manage the project within the specified timeframe and budget	/	/	/	/	/
Show current workload of available personnel & hours projected on this project	/	/	/	/	/
Project Schedule	/	/	/	/	/
WILLINGNESS TO MEET TIME REQUIREMENT (Max. 20 Pts.)	20	20	20	20	20
Project Methodology - including list of known critical issues and how they will be addressed	/	/	/	/	/
Quality Control Process	/	/	/	/	/
PROJECT APPROACH & UNDERSTANDING OF CRITICAL ISSUES (Max. 30 Pts.)	30	30	30	30	30
Total Score (Max 100 Pts)	100	100	100	100	100
	Connelly & Wicker, Inc	Gortemoller Engineering, Inc	Volkert	Dewberry	Avcon, Inc

99
100

98 91
95

98
100

91
96

No Add

REQUEST FOR QUALIFICATIONS
RFQ # 18-15-PS



AIRPORT ROAD
SIGNING AND PAVEMENT
MARKING PROJECT



Connelly & Wicker Inc





Connelly & Wicker Inc.

Planning

Engineering

Landscape Architecture

December 27, 2018

Destin Clerk's Office
4200 Indian Bayou Trail
Destin, Florida 32541

RE: **RFQ # 18-15-PS**
Airport Road Signing and Pavement Marking Project Design Services
City of Destin, Florida

Dear Review Committee:

Connelly & Wicker Inc. has provided engineering services throughout Northern Florida, including projects within the City of Destin for over 35 years. We have been fortunate to work for Florida Department of Transportation on numerous projects in Walton and Okaloosa counties including US 98 Resurfacing projects close to Destin Commons and Sandestin. **We are submitting our response to the RFQ # 18-15-PS for the Design and Permitting Services for Airport Road Signing and Pavement Marking project.** We look forward to working with the City of Destin and the Florida Department of Transportation as part of the LAP program in producing a biddable, constructible, and safe project for the City of Destin.

Project Name: Airport Road Signing and Pavement Marking Project Design Services
FDOT Financial Management No: 421993-2-38-01
Consultant's name: Connelly & Wicker Inc.
Address of Responsible office: 10060 Skinner Lake Drive, Suite 500
Jacksonville, FL 32246
Contact person: Andrew Cummings, P.E. – Vice President
Phone: 904-265-3030
acummings@cweng.com
Prime DBE Status: Connelly & Wicker Inc. is NOT a DBE firm
Subconsultant DBE Status: Prosser, Inc. and Southeastern Surveying and Mapping are NOT DBE qualified firms

Connelly & Wicker is FDOT Pre-Qualified in Work Types 3.1, 7.1 & 7.2. We are currently completing a LAP project for Nassau County. We can complete this project within five (5) months and within the project's construction budget. Due to the cancellation of a local county project, we have the staff ready to work on this project immediately.

Connelly & Wicker is pleased to submit an original, nine (9) copies and one (1) digital copy of our Statement of Qualifications to City of Destin. Our references listed herein will confirm that Connelly & Wicker Inc. is always very responsive to our clients needs and will meet or even exceed their expectations.

Sincerely,

Richard C. Welch, P.E.
President

Section 1

Organization & Staffing

Connelly & Wicker

- Connelly & Wicker (CWI) has provided *creative engineering solutions* for the past 35 years to local counties and state agencies. Connelly & Wicker has more than 35 employees providing engineering services. The company history of repeat selections on design contracts supports the quality of our design and permitting services. Our professional services include a cost efficient design, permitting and construction support services. We are an engineering firm headquartered in Jacksonville, Florida licensed by the State of Florida to practice engineering. Our State of Florida engineering certificate of authorization is 3650. In 2018, we are celebrating our 35th year of providing engineering design services.
- We have assigned an Andrew Cummings, PE, an officer of Connelly & Wicker, as the Project Manager who will be the Principal-in-Charge. He will be your single point of contact for this contract.

Connelly & Wicker - Unique Team Experience for this Project

The following are reasons why the Connelly & Wicker Team is uniquely qualified for this City of Destin project:

- Recent experience preparing Local Agency Projects (LAP) for local governments in accordance with Federal procedures.
- Recent experience preparing construction plans utilizing SAFETY funds.
- Extensive experience preparing construction plans for roadway resurfacing in FDOT District Three.
- Team includes and Expert implementing High Friction Surface Treatment (HFST) on FDOT roadways.
- Extensive experience preparing construction plans for new sidewalk projects.
- We have a Design Team available to meet the City of Destin's five (5) month design schedule.
- A design firm familiar with the Emerald Coast having worked in Destin for over 30 years.

Connelly & Wicker Design Experience - State & Local Government Experience

Connelly & Wicker has a long history of working for state and local governments. Our state and local government contract history:

Florida Department of Transportation (District 1)	Three contracts since 2015
Florida Department of Transportation (District 2)	Multiple Contracts since 1988
Florida Department of Transportation (District 3)	Three contracts in last eight years
Florida Department of Transportation (District 5)	Four contracts in last eight years
Flagler County	General Engineering contract
City of Atlantic Beach	General Engineering contract
St. Johns County	General Engineering contract continuously since 1999
City of Jacksonville	General Engineering contract continuously since 2000
Nassau County	Since 2011

Connelly & Wicker Team

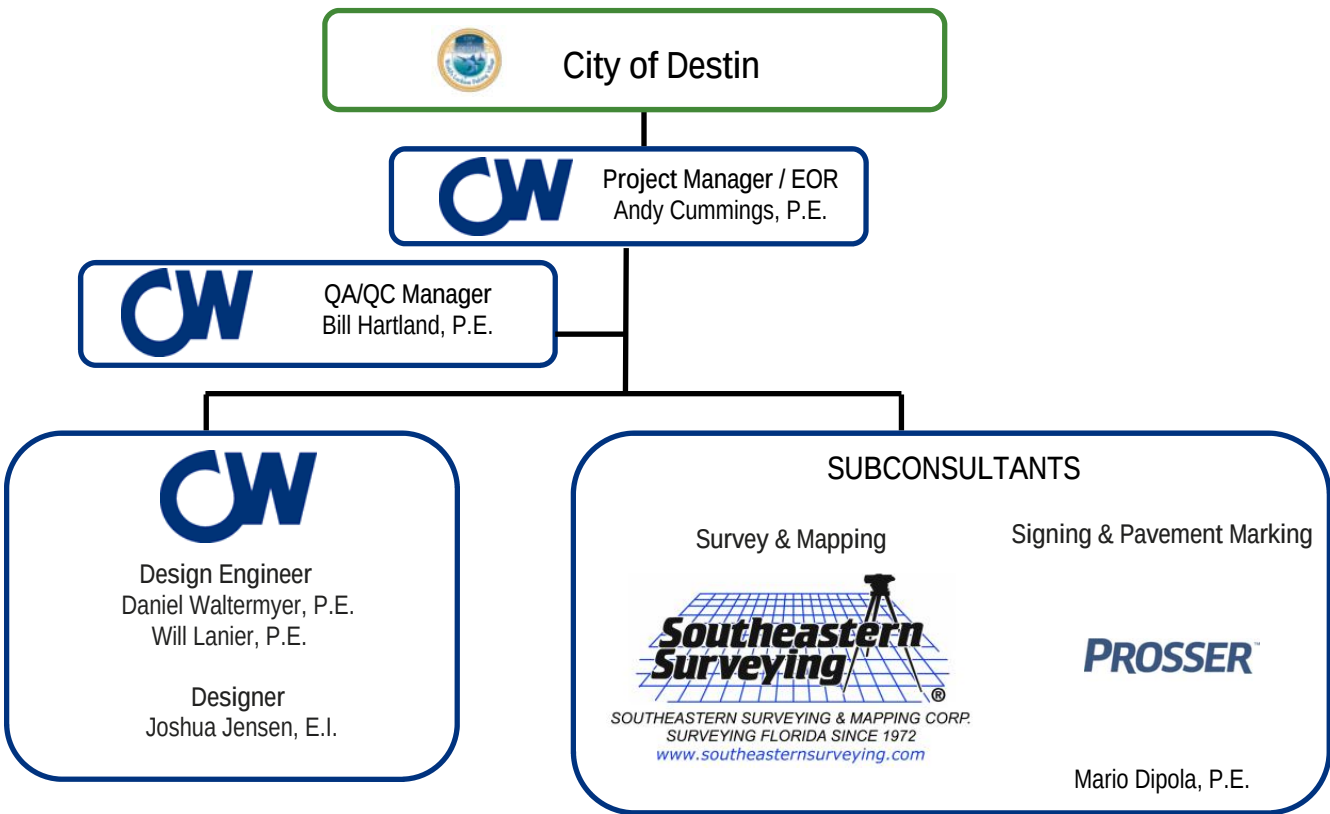
In addition to Connelly & Wicker's design staff, our Team will include:

Prosser, Inc.—Mario Dipola, P.E. has recently joined Prosser, Inc. His experience as the FDOT District Two Safety Engineer and his expertise with the application of High Friction Surface Treatment (HFST) as a Project Administrator in FDOT District One make him a key person on the Connelly & Wicker Team. Prosser will prepare the signing and pavement marking plans for the project.

PROSSER™

Southeastern Surveying and Mapping Corp. (SSMC) has provided survey and subsurface utility engineering services for Connelly & Wicker for over 25 years. They have been in business since 1972.





Subconsultants

Subconsultants	
Southeastern Surveying and Mapping Corp. 1130 Highway 90 Chipley, FL 32428 PH: (850) 638-0790 Task: Survey & Mapping Percentage of Contract: 10%  SOUTHEASTERN SURVEYING & MAPPING CORP. SURVEYING FLORIDA SINCE 1972 www.southeasternsurveying.com	Prosser, Inc. 13901 Sutton Park Drive South, Suite 200 Jacksonville, FL 32224 PH: (904) 739-3655 Task: Signing & Pavement Marking Percentage of Contract: 10% 

Key Staff Resumes

Connelly & Wicker has assigned Andy Cummings, P.E. (32-years of experience) as Project Manager for this contract. Most recently he has managed several FDOT resurfacing projects. Bill Hartland, P.E. will be assigned to oversee and manage the Quality Control (QC) process for this proposed contract. We have also included Mario Dipola, P.E. with Prosser, Inc. to our Team as our High Friction Surface Treatment (HFST) expert. When he was employed with the FDOT, he was the Project Administrator overseeing the construction for the District One's first HFST project (423277-1). As the FDOT District Two Safety Engineer, he oversaw multiple projects addressing lane departure crashes.

Andy Cummings, P.E. – has recently completed a Resurfacing and Safety project along SR 91 in Lake County and the addition of LED lighting at nine signalized intersection in Duval County. The LED lighting upgrade provided additional visibility of pedestrian within the nine signalized intersection. While managing a District Two Miscellaneous Design contract, Andy provided QA/QC services for five sidewalk projects. His transportation project experience includes:



- **SR 91 Resurfacing and Safety Improvements—FDOT Turnpike—**Project Manager for the resurfacing and safety improvements to 10 miles of the Turnpike in Lake County. This \$9 million project was let for construction in 2018 and is currently under construction.
- **SR 212 (Beach Blvd) Lighting Improvements Path, FDOT D2, Duval Co. -** Project Manager for the preparation of lighting plans for improvements to pedestrian visibility at nine signalized intersections along SR 212 (Beach Blvd) in Duval County. The roadway lighting was designed per FDOT Florida Design Manual, Section 231, signalized intersection lighting, new construction criteria. New vertical lighting calculations were prepared for each pedestrian crosswalk. All lighting required LED fixtures. New lighting was installed at the following intersection: Parental Home Road; Foster Drive; Grove Park Blvd.; Barkley Road; Peach Drive; Forrest Blvd.; Anniston Road; DeSalvo Road; and Cortez Road.
- **Miscellaneous Design Projects - FDOT District Two—**Project Manager for the design and permitting of several sidewalk projects in Levy County, Duval County and Nassau County.

Bill Hartland, P.E. – has been the Project Manager for the following FDOT District Three resurfacing projects: SR 30 (US 98) in Walton County, SR 87 in Santa Rosa County, and SR 75 in Jackson County. Bill Hartland is currently Project Manager for the FDOT Minor Design contract for the FDOT D2. His Transportation Project Experience includes:



- **SR 75 Resurfacing - Jackson County, FDOT District 3—**Project Manager for the resurfacing of 3.4 miles of four lane divided highway. Project includes cross slope correction of portions of the inside travel lanes. A design exception was obtained for isolated locations of substandard cross slope outside of the limits of cross slope correction. The project schedule was accelerated to meet a letting date of February 2015.
- **SR 87 2-Lane Resurfacing - Santa Rosa County, FDOT District 3, Project Manager and Engineer of Record** responsible for the preparation of construction plans including roadway, structural and signing and pavement marking for 9.2 miles of milling and resurfacing of SR 87 through Eglin Air Force Base in Santa Rosa County.
- **SR 30 (US 98) - Walton County, FDOT District 3, Engineer of Record** responsible for the preparation of construction plans including roadway and signing and pavement marking, ADA improvements, drainage structure and utility adjustments and signal loop construction for 1.5 miles of milling and resurfacing of SR 30 (US 98) in the Sandestin area of Walton County.
- **I-10 / US 301 Interchange Rehabilitation—FDOT District 2—**Engineer of Record for the \$66 million rehabilitation of the I-10 / US 301 Interchange in Baldwin, Florida. This project was let for construction in 2016.
- **Wrong Way Signing Improvements - Duval County—** Project Manager for the preparation of signing and marking plans and bid documents for the addition of "Wrong Way" signs at 82 limited access interchanges in Duval County. This project was the result of a Statewide Wrong Way Crash Study prepared in April 2015 that identified 6,300 wrong way crashes in the state of Florida between 2009 and 2013. This project is currently under construction.

Danny Waltermeyer, P.E. – is a professional engineer with 11 years of experience all with Connelly & Wicker. Danny has worked on both roadway and drainage projects for local counties and the FDOT. In addition, he has managed several Task Orders from the 2012 City of Jacksonville Miscellaneous Civil Engineering Services contract. His Transportation Project Experience includes:



- **Pages Dairy Road Widening & Resurfacing—Nassau County, Florida—** Project Manager and EOR for preparation of plans and bid documents for the widening of Pages Dairy Road, from Felmor Road to Chester Road in Nassau County. The project was 3 miles in length. The existing 2-lane rural roadway had 10 foot lanes with no paved shoulder. The proposed construction required a 2-foot wide, full depth pavement widening on each side of the roadway, 4-feet of paved shoulder and 3 feet unpaved shoulder. This typical section provides 2-11' lanes, 5-feet of paved shoulder and 3-feet of unpaved shoulder for a total shoulder width of 8-feet.
- **SR 500 Drainage Rehabilitation, FDOT D5 –** Project Manager and EOR for the replacement of 2000 feet of inadequately sized storm sewer pipe along SR 500 in Marion County. The project required the construction of a jack and bore pipe under the existing roadway in order to maintain traffic. Responsible for the preparation of the drainage design, maintenance of traffic plans and the lighting plans.
- **Joeandy Road Intersection Improvements, City of Jacksonville —** Project Manager and EOR for the addition of a right turn lane on Joeandy Road at Atlantic Boulevard. This project required the addition of a retaining wall to avoid impacts to the property owners. Responsible for the preparation of the maintenance of traffic plans and the preparation of the bid documents.

Will Lanier, P.E., is a professional engineer who joined Connelly & Wicker in 2007 working on public infrastructure projects for the FDOT and Nassau County. Mr. Lanier has recently completed a 1.7 mile reconstruction of SR 200 through Yulee for the FDOT. His I-10 / US 301 interchange rehabilitation project is currently under construction.



- **SR 200 Reconstruction, Yulee, Florida, FDOT D2 –** Lead engineer responsible for the roadway and drainage design for this 1.7-mile FDOT project. The project consisted of the complete reconstruction of the four-lane roadway to a six-lane urban section. This project included median access changes, roadway and drainage design, utility design, and significant maintenance of traffic plan preparation. As lead design engineer, Mr. Lanier was responsible for work on the plan & profile sheets, cross sections, drainage, and the horizontal and vertical alignment.
- **SR 75 (US 231) RRR Project, Jackson County, FDOT D3** Lead Roadway Engineer and Engineer-of-Record for the resurfacing of 3.4 miles of four lane divided highway. Project included cross slope correction of portions of the inside travel lanes. A design exception was obtained for isolated locations of substandard cross slope outside of the limits of cross slope correction. The project schedule was accelerated to meet a letting date of February 2015.
- **Chester Road Resurfacing, Yulee, Florida, Nassau County Engineering** Project Manager for the resurfacing of Chester Road from Heron Isle Parkway to Blackrock Road in Nassau County. The project was 2.7 miles in length. The existing 2-lane rural roadway had 11 foot lanes with no paved shoulder. The typical section provides 2-11' lanes, with no paved shoulder. Sections of the existing roadway required competed reconstruction due to base failure. The entire roadway was resurfaced with new friction course. This project is scheduled for construction in 2019

Joshua Jensen, E.I., is a graduate engineer who joined who joined Connelly & Wicker in 2017 and is currently a roadway designer for the firm's transportation design team.



- **SR 45 Sidewalk, from SR 78 to N. Tamiami Trail, FDOT D1** Designer responsible for the preparation of roadway plans for the construction of 2 miles of new sidewalk. This project is scheduled for construction in 2020.
- **Pages Dairy Road Resurfacing, from Felmor Road to Chester Road - Nassau County, Florida -** Roadway designer responsible for the plan preparation for the 3-mile resurfacing of this 2-lane rural roadway. The roadway was widened from ten feet to eleven feet with the addition of an eight foot shoulder. Responsibilities included roadway design, cross section preparation and the preparation of an estimate of probable construction cost. This project is currently scheduled for construction in FY 2019.



Mario Dipola, P.E., is a professional engineer who joined Prosser, Inc. in 2018. Prior to joining Prosser, Mario worked for FDOT for 10 years. Most recently, he was the FDOT District 2 Safety Engineer (DSE) for 1.5 years and an engineer in FDOT D2 Safety office for 3 years. He has attended multiple FDOT lane departure courses where HFST was the preferred solution.

Prior to FDOT District 2, Mario was a FDOT District 1 Design Project Manager for 1 year with a focus on safety and operational improvements projects. In addition to project management, Mario managed the FDOT D1 Value Engineering program for 2 years, and was an in-house Project Manager while on the 4-year PE Trainee program. He was the project administrator for FPN 423277-1, FDOT District 1's first HFST project.

Before leaving FDOT D2, Mario completed the I-10/Stockton Interchange safety study in Jacksonville where he ensured High Friction Surface Treatment (HFST) would be part of the programmed solution. He also worked with Cody Ko, PE, PhD (Safety Studies Engineer for D2) preparing plans to install HFST at off-ramps throughout District Two. To ensure acceptance by all internal FDOT departments (especially maintenance), he coordinated a district department heads meeting to review the HFST product, and coordinated a free demonstration in Lake City in 2018.

During his time with the FDOT, Mario Dipola developed relationships with Charles Holzschuher, PE in the FDOT State Materials Office who oversaw the preparation of the HFST specification, and with Michael Lewis, FDOT D3 Safety Engineer.

Section 2

Experience of the Firm & References

Experience of the Firm and References

Our FDOT LAP project experience:

1. Pages Dairy Road Widening & Shoulder Improvements (Nassau County, 2019) [Project No. 1]
2. CR 25 Sidewalk and Drainage Improvements (Town of Lady Lake, Lake County, 2017) [Project No. 3]

Our Sidewalk project experience:

1. City of Williston Safe Routes to School (Levy County, 2014) [Project No. 4]
2. CR 25 Sidewalk and Drainage Improvements (Town of Lady Lake, Lake County, 2017) [Project No. 3]
3. SR 228 Sidewalk (City of Macclenny, Baker County, 2015) [Project No. 9]

Our FDOT Resurfacing project experience:

1. SR 482 (Sand Lake Road) Safety Improvements (Orange County, 2017) [Project No. 2]
2. SR 75 Resurfacing (Jackson County, 2015) [Project No. 5]
3. SR 91 Resurfacing & Safety Improvements (Lake County, 2017) [Project No. 6]

Our FDOT Lighting & Safety Funded project experience:

1. SR 482 (Sand Lake Road) Safety Improvements (Orange County, 2017) [Project No. 2]
2. SR 212 (Beach Blvd) Lighting Improvements (Duval County, 2019) [Project No. 7]
3. Wrong Way Signing Improvements (Duval County, 2018-2019) [Project No. 8]
4. SR 91 Resurfacing & Safety Improvements (Lake County, 2018-2019) [Project No. 6]

Experience of the Firm and References

1. Project Name: Pages Dairy Road Widening and Shoulders Improvements
Client: Nassau County Engineering Services Department
Reference: Robert Companion – Project Manager
96161 Nassau Place
Yulee, FL 32097
904-530-6225
rcompanion@nassaucountyfl.com
CWI EOR: Danny Waltermeyer, P.E.
Construction Cost: \$ 3.4 Million (Estimated)
Project Status: Professional Services: January 2017 to March 2019
Construction Services (planned): March 2019 to November 2019

Project Description: Prepared plans and bid documents for the widening of Pages Dairy Road, from Felmor Road to Chester Road in Nassau County. The project was 3 miles in length. The existing 2-lane rural roadway had 10 foot lanes with no paved shoulder. The proposed construction required a 2-foot wide, full depth pavement widening on each side of the roadway, 4-feet of paved shoulder and 3 feet unpaved shoulder. This typical section provides 2-11' lanes, 5-feet of paved shoulder and 3-feet of unpaved shoulder for a total shoulder width of 8-feet. The new 5-foot paved shoulder will be marked as a bicycle lane. Super elevation was corrected in one existing horizontal curve. The entire roadway was resurfaced with new friction course. The project required safety end-treatments to driveway drainage culverts. At several locations, headwalls were extended beyond the clear zone.



2. Project Name: SR 482 (Sand Lake Road) Safety Improvements
Client: Florida Department of Transportation
Reference: Carol Hatfield, P.E. - FDOT Project Manager, District Five
carol.hatfield@dot.state.fl.us
386-943-5321
Project location: City of Orlando, Orange County
Constructed Cost: \$ 1,957,429
Project Status: This project was constructed in 2017.

Project Description: Prepared roadway, signing and marking, signalization plans and bid documents for the resurfacing of SR 482 (Sand Lake Road) from Golden Sky Lane to Lake Gloria Boulevard in Orange County. This project was funded by safety funds and included milling and resurfacing of SR 482 (Sand Lake Rd) in Orlando with an open-graded friction course (FC-5) to improve skid resistance during wet weather conditions, provide bike lane keyholes and additional pedestrian features at Voltaire Drive with other minor ADA compliance upgrades. The project was 1.3 miles in length. After performing a pedestrian study, 3400 LF of new sidewalk was added to the project.



Experience of the Firm and References

3. Project Name: CR 25 Sidewalk and Drainage Improvements

Client: Town of Lady Lake
Reference: Mike Burske - Town of Lady Lake
mburske@ladylake.org
352-430-0451
Project location: Town of Lady Lake, Lake County
CWI EOR: Brian Alley, PE
Constructed Cost: \$ 344,700
Project Status: This project was constructed in 2017.

Project Description: Connelly & Wicker prepared construction plans and specifications for the construction of 0.8 miles of sidewalk along Oak Street and CR 25 providing sidewalk connectivity to Villages Elementary School in the Town of Lady Lake. This project was a Local Agency Project (LAP) Safe Routes to School project sponsored by FDOT District Five with federal funding. Construction documents were prepared for the Town of Lady Lake with FDOT oversight.



4. Project Name: City of Williston – Safe Routes to School

Client: Florida Department of Transportation
Reference: Renee Brinkley - FDOT Project Manager, District Two
renee.brinkley@dot.state.fl.us
386-961-7392
Project location: City of Williston; Levy County
Constructed Cost: \$ 557,388
Project Status: This project was constructed in 2014.
Dates of Service: March 2012 to May 2013
Construction: August 2013 to January 2014

Project Description: Connelly & Wicker was the designer for the addition of 17,600 LF of new concrete sidewalk within the City of Williston for the Florida Department of Transportation. This project was funded by Safe Routes to School funding. Sidewalks were added to the following streets: CR 316, Main Street, SE 4th Street, SW 7th Avenue, SW 5th Avenue, SW 3rd Street, NW 4th Street, SE 8th Street, SE 3rd Avenue, NE 4th Ave. and SE 10th Street.

Experience of the Firm and References

5. Project Name: SR 75 Resurfacing - Jackson County

Client: Florida Department of Transportation
Reference: Tim Smith, P.E. – Project Manager (has taken a new position with FDOT)
1074 Highway 90
Chipley, FL 32428
CWI EOR: Bill Hartland, P.E.
Construction Cost: \$ 3.2 Million
Project Status: Professional Services: September 2013 to January 2015
Construction Services: March 2015 to November 2015

Project Description:

Prepared plans and bid documents for the resurfacing of SR 75 in Jackson County. The project was 3.4 miles in length. The existing 4-lane rural roadway had four 12-foot lanes with 5-foot paved shoulders. The entire roadway was resurfaced with new friction course. The project required safety end-treatments to driveway drainage culverts. Project included cross slope correction of portions of the inside travel lanes. A design exception was obtained for isolated locations of substandard cross slope outside of the limits of cross slope correction.



6. Project Name: SR 91 Resurfacing & Safety Improvements

Client: Florida's Turnpike Enterprise
Reference: Jason Christopher, P.E. – FTE Project Manager
Florida's Turnpike MP 263, Building 5315
Ocoee, FL 34761
CWI EOR: Andrew Cummings, P.E.
Construction Cost: \$ 9,338,889
Project Status: Professional Services: December 2016 to December 2017
Construction Services: May 2018 to April 2019

Project Description:

Prepared roadway, signing & marking, structures and lighting plans for improvements to 10 miles of SR 91 (Florida's Turnpike) from MP 287 (Leesburg Toll Plaza) to MP 297 (Sumter County line) in Lake County. The horizontal curve over SR 25 (US 27) required super-elevation correction to meet the 70 MPH design speed. Significant effort was required preparing traffic control plans for the super-elevation correction without having daytime or weekend lane closures while meeting the Florida Turnpike's pavement drainage requirements.



Experience of the Firm and References

7. Project Name: SR 212 (Beach Blvd.) Lighting Improvements
Client: Florida Department of Transportation—District Two
Reference: Douglas Dycus, PE – FDOT Project Manager
Douglas.dycus@dot.state.fl.us
1109 South Marion Avenue
Lake City, FL 32025
CWI EOR: Andrew Cummings, P.E.
Construction Cost: \$ 360,108
Project Status: Professional Services: May 2017 to May 2018
Construction Services: January 2019 to November 2019

Project Description: Prepared lighting plans for improvements to pedestrian visibility at nine signalized intersections along SR 212 (Beach Blvd) in Duval County. The roadway lighting was designed per FDOT Florida Design Manual, Section 231, signalized intersection lighting, new construction criteria. New vertical lighting calculations were prepared for each pedestrian crosswalk. All lighting required LED fixtures. New lighting was installed at the following intersection: Parental Home Road; Foster Drive; Grove Park Blvd.; Barkley Road; Peach Drive; Forrest Blvd.; Anniston Road; DeSalvo Road; and Cortez



8. Project Name: Wrong Way Signing Safety Improvements
Client: Florida Department of Transportation
Reference: Aaron Kaster - FDOT Project Manager, District Two
aaron.kastor@dot.state.fl.us
386-961-7481
Project location: Duval County
CWI EOR: Bill Hartland, PE
Constructed Cost: \$ 1,327,181
Project Status: Under construction and schedule to be completed in June 2019.

Project Description: Prepared signing and marking plans and bid documents for the addition of “Wrong Way” signs at 82 limited access interchanges in Duval County. This project was the result of a Statewide Wrong Way Crash Study prepared in April 2015 that identified 6,300 wrong way crashes in the state of Florida between 2009 and 2013. This project is currently under construction.



Experience of the Firm and References

9. Project Name: SR 228 Sidewalk in City of Macclenny
Client: Florida Department of Transportation—District 2
Contact Person: Renee Brinkley – FDOT Project Manager
renee.brinkley@dot.state.fl.us
386-961-7392

Project location: City of Macclenny, Baker County, Florida
CWI EOR: Brian Alley, PE
Constructed Cost: \$ 343,355
Project Status: This project was constructed in 2014.

Project Description: The SR 228 (5th Street) sidewalk project consisted of constructing 0.9 miles of 5-foot concrete sidewalk along SR 228 from William Barber Road to Lowder Street in the City of Macclenny. The design effort included earthwork, drainage, signalization, maintenance of traffic, signing and pavement marking, and wetland permitting. The 5-foot sidewalk was placed to avoid extending an existing concrete box culvert. The project included utility coordination.



Section 3

Availability of Workload & Willingness to Meet Time Requirement

Availability of Workload and Budget

Project Resources & Staff Availability

We propose five members of our professional staff to be fully or more than 50% committed to this City project. With our current workload and staffing, we can increase the amount of resources at anytime during the projected 5-month schedule.

Assigned Staff Availability: Assumed start date = February 8, 2019

Andrew Cummings, PE— is not currently managing a any FDOT or local government projects—80% available

Bill Hartland, PE—is managing two FDOT Miscellaneous Design projects—more than 50% available

Will Lanier, PE—is managing one design project for Nassau County—50% available

Danny Waltermeyer, PE—is managing one Clay County and two Duval County projects—40% available

Joshua Jensen, EI—currently working with Clay County on an assignment that ends Jan. 31, 2019—100% available

Mario Dipola, PE—new employee with Prosser who is not assigned yet to any project.—50% available

Connelly & Wicker State & Local Government staff

Connelly & Wicker has a Public Infrastructure engineering staff of 15, which includes 7 registered professional engineers, 6 graduate engineers, and 2 designers.

Employees of CWI	Years of Experience	Years with Firm	PE License No.	Assigned to Airport Road
Andy Cummings, P.E.	32	22	43254	Yes
Danny Waltermeyer, P.E.	11	11	73903	Yes
Bill Hartland, P.E.	28	10	48865	Yes
Brian Alley, P.E.	18	14	67413	
Will Lanier, P.E.	11	11	75409	Yes
Rick Welch, P.E.	33	33	40279	
Toan Nguyen, P.E.	7	7	83256	
Quyen Ha	3	3		
Ryan McCarthy, EI	2	2		
Wade Woods, EI	4	4		
Edgar Garcia, EI	3	3		
Joshua Jensen, EI	1	1		Yes
Daniel VanSickle, EI	1	1		
Jose Praxedes	32	3		
Justin Reck	10	1		

Additional Resources

We have additional employees who will be available if needed to complete the project by July 12, 2019.

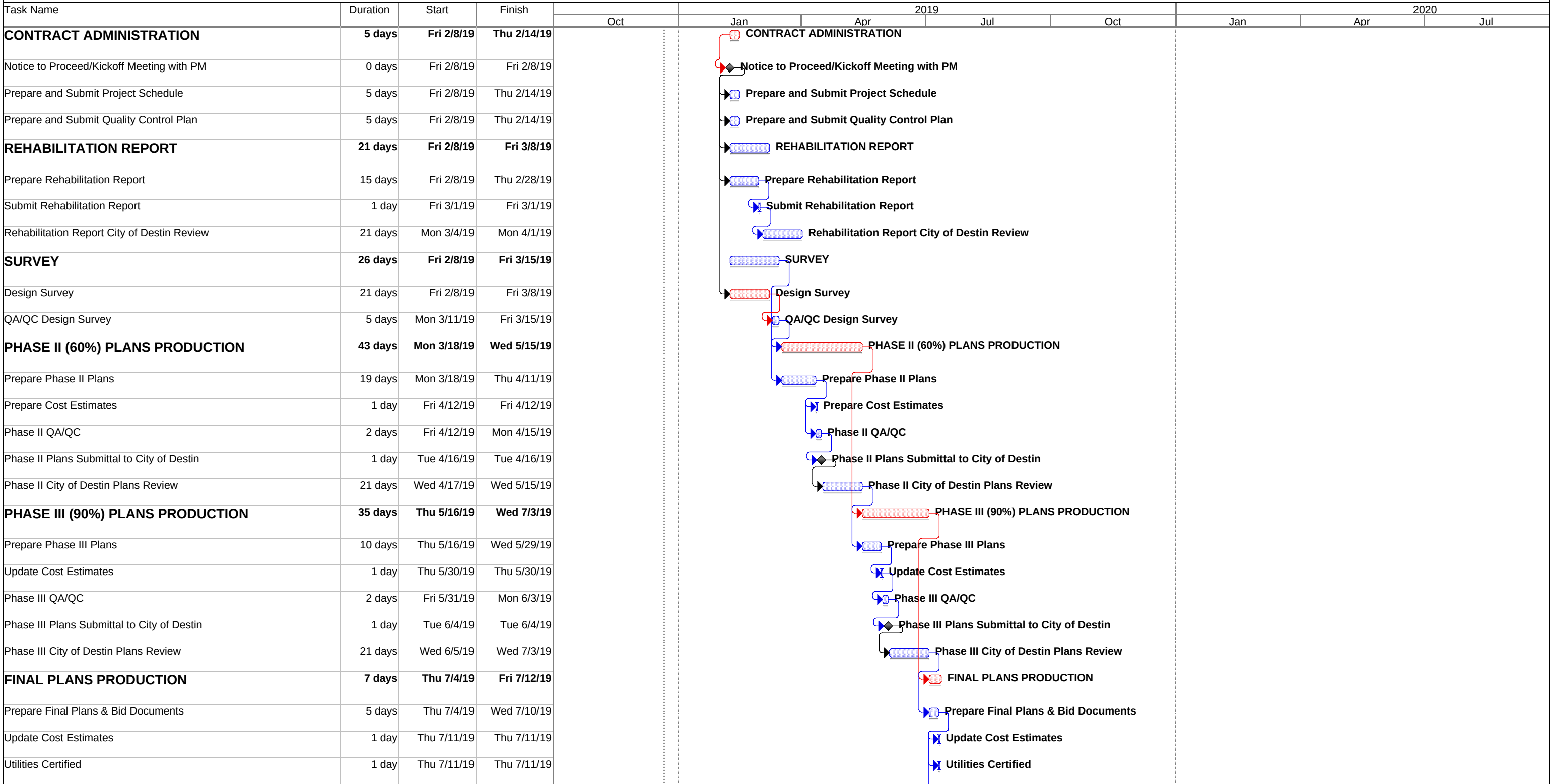
Estimated Staff Hours

We have made a preliminary estimate needed to prepare the construction plans and bid documents. We estimate this project will require between 750 and 850 manhours to complete. More hours will be required if a lighting component is added to the project.

Schedule

A schedule is provided on the following pages. We have replaced the Phase I submittal with a "Airport Road Rehabilitation Report" in order to advance the design while the survey is being collected. An Estimate of Probable Construction Cost will be provided with the Rehabilitation Report and each Phase submittal.

PRELIMINARY PROJECT SCHEDULE

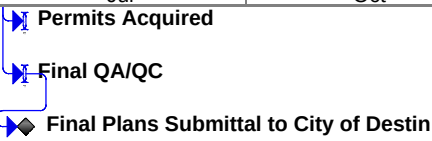


AIRPORT ROAD
MATTIE KELLY BLVD TO QUAIL CIRCLE
CITY OF DESTIN



PRELIMINARY PROJECT SCHEDULE

Task Name	Duration	Start	Finish	2019					2020			
				Oct	Jan	Apr	Jul	Oct	Jan	Apr	Jul	
Permits Acquired	1 day	Thu 7/11/19	Thu 7/11/19									
Final QA/QC	1 day	Thu 7/11/19	Thu 7/11/19									
Final Plans Submittal to City of Destin	1 day	Fri 7/12/19	Fri 7/12/19									



AIRPORT ROAD
MATTIE KELLY BLVD TO QUAIL CIRCLE
CITY OF DESTIN



Section 4

Project Approach & Understanding of Critical Issues

Project Approach and Understanding of Critical Issues

Connelly & Wicker's past success preparing Local Agency Program (LAP) projects and our FDOT District Three experience are the reason we are pursuing this RFQ for City of Destin. We know and understand the process to prepare LAP projects for construction.

GOALS FOR THE AIRPORT ROAD SIGNING AND PAVEMENT MARKING PROJECT

- Prepare a set of construction plans, signed and sealed by July 12, 2019.
- Prepare a set of construction plans that can be built for the established construction budget.
- Prepare a set of construction plans that are permittable by the Northwest Florida Water Management District (NFWMD).

UNIQUE EXPERIENCE

Connelly & Wicker is uniquely qualified to provide the requested engineering design services because:

1. We have recently completed a FDOT LAP project for Nassau County.
2. We have included an expert on our Team who is familiar with the High Friction Surface Treatment (HFST).
3. We are a firm that routinely produces resurfacing plans for local governments and the Florida Department of Transportation.



Existing PCMS placed in the westbound shoulder prior to the Airport Road curve warning motorists to "slow down"

PROJECT MANAGEMENT PLAN

Our Project Management Plan begins with the assignment of Andy Cummings, P.E. as Project Manager, Bill Hartland, P.E. as QA/QC Manager, and an experienced design team to provide the design and permitting services. Each sub-consultant has identified a single point of contact for this project, each of whom have an established relationship with Connelly & Wicker's Project Manager. The key elements of our Project Management Plan are as follows:

- Identify the major tasks.
- Define the effort associated with each major task.
- Setting a schedule and staffing requirement for each task.
- Tracking progress of each task daily / weekly / monthly depending upon the relative importance to the overall project schedule and dependent task.
- Documenting progress through the issuance of Monthly Progress Reports.
- Confirming that Connelly & Wicker staff and sub-consultants are following the QA/QC procedures.
- Maintaining contact as need with City of Destin's Project Manager and other interested entities such as utility companies.

SURVEY

Connelly & Wicker will authorize our surveyor, SSMC to collect the full 3D survey for the 0.3 miles of Airport Road from Mattie Kelly Blvd to Quail Circle. The survey will include all topographic features, subsurface utility locations, and a digital terrain model that will allow cross sections to be developed at any location within the project corridor.

DESIGN CRITERIA – FDOT GREENBOOK

The FDOT 2016 Edition of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook) and AASHTO's 2011 A Policy on Geometric Design of Highways and Streets will define the criteria for the improvements to Airport Road.

Project Approach and Understanding of Critical Issues

TYPICAL ROADWAY SECTION

Horizontal Curve Radius

Our staff visited the project site and estimated the Airport Road horizontal curve is less than 300 feet in radius. The minimum radius according to the *Florida Greenbook* for a 35 MPH urban roadway is 360 feet with a super elevation rate of 0.050. We will prepare the needed Design Exception to authorize the lesser value. Connelly & Wicker has a significant amount of experience preparing these documents for FDOT District Three.

Super elevation

Existing roadway super elevation was randomly checked during a project field review. The existing super elevation measured between 0.040 and 0.055. Super elevation correction may be a required once the roadway cross sections are obtained and analyzed.

Shoulders

There is existing 1-foot ribbon curb located at the edge of pavement. Between the ribbon curb and the sidewalk there is a drop off into a roadside swale. This swale may have been permitted as a stormwater treatment facility. There are two improvement options to consider:

Option 1: construct a recoverable shoulder and place guardrail in the westbound direction to protect vehicles from leaving the roadway and hitting the airport fence.

Option 2: replace the ribbon curb with curb & gutter and shoulder and place guardrail at the face of curb to protect vehicles from leaving the roadway and hitting the airport fence.

We will evaluate a benefit cost analysis to determine the best value solution.

EXISTING SIGNING

The eastbound curve chevron signing is located within the right shoulder. The signs should be on the far-side of the roadway and we recommend increased size be used.

There are existing flashing beacons on advanced curve warning signs.



Project Approach and Understanding of Critical Issues

FHWA MITIGATION STRATEGIES FOR DEFICIENT DESIGN ELEMENTS

The *FHWA Mitigation Strategies for Design Exceptions dated July 2007* provides mitigation strategies for design elements that cannot meet AASHTO / Florida Greenbook criteria. The table below summarizes mitigation strategies for the deficient horizontal curve on Airport Road that could be implemented in conjunction with a Design Exception for Horizontal Alignment.

FHWA Mitigation Strategies - Horizontal Alignment					
Design Element	Objective	Mitigation Strategy	Existing	Recommend	Justification
Horizontal Alignment & Superelevation	Provide advanced warning	Signing	Yes	Yes	Additional advanced curve signs
		Pavement marking messages	No	No	Pavement condition prior to curves
		Dynamic curve warning systems	Yes	Yes	Solar powered flashing beacons on advanced curve warning signs
	Provide delineation	Chevrons	Yes	Yes	Increase sign size to 24-in. x 36-in. Improve location.
		Post mounted delineators	No	No	Using increased chevron panel size
		Reflectors on barrier	No	Yes	Guardrail is being upgraded
	Improve ability to stay in the lane	Widen roadway	No	No	Limited right-of-way and proximity of the airport
		Skid-resistant pavement	No	Yes	High Friction Surface Treatment (HFST) to increase traction
		Enhanced pavement markings	No	Yes	New pavement markings
		Lighting	Yes	Yes	Document nighttime crashes
		Centerline rumble strips	No	No	Residential neighborhood
		Shoulder rumble strips	No	No	Residential neighborhood
	Improve ability to recover if driver leaves the lane	Painted edgeline rumble strips	No	No	Residential neighborhood
		Paved or partially paved shoulders	No	Possible	Evaluate the B/C for the preferred Typical section.
		Safety Edge	No	No	Would conflict with guardrail Placements
	Reduce crash severity if driver leaves the roadway	Remove or relocate fixed objects	Yes	No	Protect with guardrail
		Traversable slopes	No	Yes	Improve shoulder cross slopes
		Breakaway safety hardware	No	Yes	Breakaway sign posts will be utilized
		Shield fixed objects and steep slopes	No	Yes	Fixed objects will be protected with guardrail

Project Approach and Understanding of Critical Issues

INNOVATIVE CONCEPT and COST SAVINGS

We will evaluate the use of High Friction Surface Treatment (HFST) within the curve to provide additional resistance for vehicles traveling through the curve. A Pavement Design and cost analysis will be provided to document the HFST benefits. In order to reduce construction cost, our design will attempt to maintain the existing 8-foot sidewalk on the westbound side of Airport Road.

CONSTRUCTION COST ESTIMATE

At each submittal milestone (Preliminary Report, 60%, 90%, 100%) it is Connelly & Wicker's responsibility to provide the City an Estimate of Probable Construction Cost

SCHEDULE

Connelly & Wicker is proposing a 5 month design schedule from NTP to submittal of signed and sealed plans. (Microsoft Project Schedule has been included in Section 3). With the requirement to provide three (3) weeks of review time for each submittal, in order to meet the five (5) month schedule, we recommend the omission of the Phase I (30% submittal). Instead of preparing a Phase I (30%) submittal, we recommend preparing a an "Airport Road Rehabilitation Report" outlining the roadway's deficiencies and providing the recommended mitigation strategies for the deficient roadway design elements.

METHODS TO MEET SCHEDULE

Roadway improvement projects require multi-discipline tasks to work concurrently. The following tasks require priority to assure the project remains on schedule:

1. Coordinate with the City Project Manager and the FDOT concerning the applicable design criteria and Typical Section. The Airport Road Rehabilitation Report shall also include a "No U-Turn Study".
2. Prepare a Design Exception for Horizontal Alignment for signature by District Design Engineer, Rodney Chamberlain.
3. Make sure all utilities within the corridor are shown on the plans and schedule face-to-face meetings to resolve all conflicts.
4. Connelly & Wicker will conduct a CONSTRUCTABILITY REVIEW of the plans before the 90% submittal. A review of the construction sequence and the MOT plan will occur.

PERMITTING

A PRE-APPLCIATION meeting with NFWFMD will be scheduled to determine the stormwater permitting options available.

CLIENT SATISFACTION

Clients are satisfied when schedules and construction budgets are met. Andy Cummings, PE our Project Manager will be the City's single point of contact responsible for schedule and budget. Most projects present some unforeseen design challenges after the project enters the design phase. If design challenges do arise, it is Andy Cummings' job to provide the City's Project Manager clear information concerning the challenge AND provide a solution or two to assuage the problem.

Andy may request an internal PEER REVIEW or a CONSTRUCTABILITY REVIEW to evaluate design options. It will be Andy's job to make design changes that mitigate the construction cost increase or schedule change. If in his decision, the design cannot change from the approved standards, he will then provide alternatives for the City's Project Manager to choose from to reduce project costs and maintain the project's schedule. Good communication skills are mandatory and Andy Cummings has demonstrated success in the past with local government and FDOT projects keeping projects on schedule and within budget.

Forms and Other Documentation

Certificate of Insurance

ACORD TM	Client#: 25197	CONNWICK	DATE (MM/DD/YYYY) 3/06/2018														
CERTIFICATE OF LIABILITY INSURANCE																	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).																	
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Katie Kresner</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 770.552.4225</td> <td>FAX (A/C, No): 866.550.4082</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Katie.Kresner@greyling.com</td> </tr> </table>			CONTACT NAME: Katie Kresner		PHONE (A/C, No, Ext): 770.552.4225	FAX (A/C, No): 866.550.4082	E-MAIL ADDRESS: Katie.Kresner@greyling.com									
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INSURED Connelly & Wicker, Inc. 10060 Skinner Lake Dr. Suite 500 Jacksonville, FL 32246	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Sentinel Insurance Co Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER B : Hartford Casualty Ins. Co.</td> <td>29424</td> </tr> <tr> <td>INSURER C : Beazley Insurance Company, Inc.</td> <td>37540</td> </tr> <tr> <td>INSURER D : Hartford Accident & Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Co Ltd	11000	INSURER B : Hartford Casualty Ins. Co.	29424	INSURER C : Beazley Insurance Company, Inc.	37540	INSURER D : Hartford Accident & Indemnity Company	22357	INSURER E :		INSURER F :	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)																	
CERTIFICATE HOLDER		CANCELLATION															
For Proposal Purposes		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 															

Florida Secretary of State Corporation Registration

State of Florida Department of State

I certify from the records of this office that CONNELLY & WICKER, INC. is a corporation organized under the laws of the State of Florida, filed on October 26, 1983.

The document number of this corporation is G66469.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on February 3, 2018, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of February, 2018*



Ken Detmer
Secretary of State

Tracking Number: CC1435554560

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

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

Proof of Licenses

State of Florida
Board of Professional Engineers

Attests that
Connelly & Wicker, Inc.

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019
Audit No: 228201900537 R

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

CA Lic. No:
3650

State of Florida
Board of Professional Engineers

Attests that
William John Hartland , P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019
Audit No: 228201904935 R

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

P.E. Lic. No:
48865

State of Florida
Board of Professional Engineers

Attests that
Andrew Michael Cummings , P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019
Audit No: 228201916157 R

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

P.E. Lic. No:
43264

State of Florida
Board of Professional Engineers

Attests that
Daniel Raymond Waltermeyer , P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019
Audit No: 228201908429 R

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

P.E. Lic. No:
73903

State of Florida
Board of Professional Engineers

Attests that
John William Lanier , P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019
Audit No: 228201910297 R

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

P.E. Lic. No:
75409

FDOT Prequalification



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

February 28, 2018

Richard Welch, President
CONNELLY & WICKER, INC.
10060 Skinner Lake Drive, Suite 500
Jacksonville, Florida 32246

Dear Mr. Welch:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 3.3 - Controlled Access Highway Design
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting

Your firm is now technically qualified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue in the referenced work types with fees of any dollar amount. This status shall be valid until March 31, 2019 for contracting purposes.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services

www.fdot.gov

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Connelly & Wicker Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; 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.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for
- ☐ the tax classification of the single-member 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.)

10060 Skinner Drive Suite #500

6 City, state, and ZIP code

Jacksonville, FL 32246

Requester's name and address (optional)

7 List account number(s) here (optional)

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

--	--	--	--	--	--	--	--	--	--

Social security number

- -

or

Employer identification number

5	9	-	2	3	4	3	7	3	7
---	---	---	---	---	---	---	---	---	---

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 on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶ 12/27/18

General Instructions

• Form 1099-K (merchant card and third party network transactions)

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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 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?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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 of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program as stated above?

☒ **YES**

☐ **NO**

NAME OF BUSINESS: Connelly & Wicker Inc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Connelly & Wicker Inc

Name of Consultant

12/27/18

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-030-50
PROCUREMENT
OGC - 03/17

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names

Richard C. Welch

Signatures

Date

12/27/18

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Connelly & Wicker Inc.

By: Richard C. Welch

Date: 12/27/18

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneously by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Connelly & Wicker Inc.

By: Richard Welch, P.E. Date: 12/27/2018

Authorized Signature: 

Title: President

ADDENDUM #1

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATION (RFQ) NO. 18-15-PS
AIRPORT ROAD SIGNING AND PAVEMENT
MARKING PROJECT
DECEMBER 7, 2018**

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

Clarification:

Inquiry Deadline: Thursday, December 20, 2018 at 5:00 P.M. CT
Opening Date: Thursday, December 27, 2018, 2:00 P.M. CT

END OF ADDENDUM #1

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

Receipt of Addendum #1 is hereby acknowledged:

Richard C. Welch

Print Name



Signature

12/27/18

Date

ADDENDUM #2

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATION (RFQ) NO. 18-15-PS
AIRPORT ROAD SIGNING AND PAVEMENT
MARKING PROJECT
DECEMBER 11, 2018**

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

Clarification:

Exhibit B

ROAD SAFETY AUDIT Airport Road, From Main Street to SR 30 (US 98), Destin, Okaloosa County, FL

Opening Date is still Thursday, December 27, 2018, 2:00 P.M. CT

END OF ADDENDUM #2

A copy of this Addendum #2 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum #1 is hereby acknowledged:

Richard C. Welch

Print Name



Signature

12/27/18

Date

**ASPIRATION GOAL FORM
FOR "DBE" AND "NON-DBE SMALL BUSINESS" FIRMS**

This form is not applicable for BDI reserved contracts and contracts that have under-utilization goals.

Note: The Firm is required to complete the following information and submit this form in accordance with advertisement instructions.

Contract No.:	18-15-PS FPID: 421993-2
Project Description:	Airport Road
Firm Name:	Connelly & Wicker Inc.

This Firm ☐ is ☒ is not a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

This Firm ☒ is ☐ is not a Small Business.

Expected percentage of contract fees to be utilized by DBE(s): 0 %. (Please add together fees for DBE prime (if applicable) and DBE subs).

Firms listed in the table below should appear in the Department's listing of DBE's at:

<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

The proposed DBE contractors/consultants are as follows:

DBE Prime (If applicable)	Type of Work	Percentage
		%
		%
		%
DBE Subcontractor/Subconsultant	Type of Work	Percentage
Prosser, Inc.	Traffic Engineering	10 %
Southeastern Surveying and Mapping corp.	Surveying	10 %
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Please note, the winning firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award.

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses 80 %. (Please add together fees for Non-DBE Small Business prime (if applicable) and Non-DBE Small Business subs).

Professional Services firms listed below should appear on the Department's listing of all Non-DBE Small Businesses at:

<http://www2.dot.state.fl.us/procurement/professionalservices/lppc/sbeonly.htm>. Road and bridge construction firms and other non-professional services firms should appear on the Department's listing at:

http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe?_service=default&_program=inetprog.db2.smbusform.scl

The proposed Non-DBE Small Business contractors/consultants are as follows:

Non-DBE Small Business Prime (If applicable)	Type of Work	Percentage
		%
		%
		%

Non-DBE Small Business Subcontractor/Subconsultant	Type of Work	Percentage
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

By: Richard C. Welch

Title: President

Date: 12/27/18

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL
SERVICES**

375-040-62
PROCUREMENT
01/16

Prime Contractor: Connelly & Wicker Inc.

Address/Phone Number: 10060 Skinner Drive Suite #500 904-265-3030

Procurement Number: 421993-2 RFQ 18-15-PS

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: 59-2343737
2. Firm Name: Connelly & Wicker Inc.
3. Phone: 904-265-3030
4. Address: 10060 Skinner Drive Suite #500
Jacksonville, FL 32246

6. ☐ DBE
☒ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☒ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

5. Year Firm Established: 1983

1. Federal Tax ID Number: 59-2484852
2. Firm Name: Prosser, Inc.
3. Phone: (904)739-3655
4. Address: 13901 Sutton Park Drive, South-Suite 200
Jacksonville, FL 32246

6. ☐ DBE
☒ Non-DBE

7. Annual Gross Receipts
☒ Less than \$1 million
☐ Between \$1 - \$5 million
☒ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

5. Year Firm Established: 1984

1. Federal Tax ID Number: 59-1621976
2. Firm Name: Southeastern Surveying and Mapping corp.
3. Phone: (850)638-0790
4. Address: 1130 Highway 90
Chipley, Florida 32428

6. ☐ DBE
☒ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☒ More than \$15 million

5. Year Firm Established: 1972

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

6. ☐ DBE
☐ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

5. Year Firm Established: _____

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal –EPLY
(Invitation to Negotiate – ITN)**

PUBLIC RECORDS FORMContract No: 18-15-PSFinancial Project No(s): 421993-2Project Description: Airport Road Signing and Pavement Marking Project

Vendor/Consultant acknowledges and agrees to the following:

The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

(2) Provide the public with access to public records on the same terms and conditions that the Department 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.

(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.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor 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 Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

Authorized Signature:  Date: 12/27/18

Print: Richard C. Welch Title: President

Company/Firm: Connelly & Wicker Inc.



Connelly & Wicker Inc



Request for Proposal
RFP #18-15-PS Airport Road Signing
and Pavement Marking Project

City of Destin

December, 27, 2018



VOLKERT



December 27, 2018

Attn: Ray Bailey, City Clerk
Destin Clerk's Office
4200 Indian Bayou Trail
Destin, FL 32541

Volkert, Inc.

215 Fairpoint Drive, Suite B
Gulf Breeze, FL 32561

Phone: 850.512.8935

www.volkert.com

RE: Airport Road Signing and Pavement Marking Project
RFP #18-15-PS; FDOT FPID #421993-2-38-01

Mr. Bailey,

Volkert, Inc., (Volkert) is pleased to provide our qualifications to perform signing and pavement marking services related to Airport Road in the Destin area. As a 93-year-old engineering firm, we have provided a variety of roadway infrastructure improvements in Northwest Florida for municipalities and state clients including roadway widening, resurfacing, and extension projects all of which required the development of signing and pavement marking plans. A well marked roadway is a safe roadway for both pedestrian and vehicular traffic.

As shown throughout this submittal, our firm offers a full range of services, including traffic engineering, transportation planning, roadway design, program management, construction management, asset management, and alternative delivery. These services span a broad range of clients within four core markets: **transportation, energy, water, and the environment**.

Our Project Manager, **Mike Warnke, PE, ENV SP**, has over 21 years engineering experience in the Northwest Florida area. He served as a project manager at three local engineering firms, before joining Volkert in February of 2014. Since that time he has served as Project Manager on many Northwest Florida projects and will serve as the main point of contact with the City throughout this project. **Contact Information** : Phone: 1-850-512-8935; e-mail at mike.warnke@volkert.com

In an effort to provide all the services anticipated for a project of this type, Volkert will provide design, surveying, and traffic engineering and we will augment our services with **Environmental and Geotechnical Specialists (EGS)** for Geotechnical engineering support. EGS is an **MBE/DBE** consulting firm located in Tallahassee and Jacksonville, Florida. Volkert and EGS have partnered on other transportation improvement projects and look forward to bringing this successful partnership to Destin.

Volkert's responsible office for this project will be our Gulf Breeze office. We have prepared our submittal in accordance with the new RFQ posted December 3, 2018 and addendums provided. We look forward to working with the City on this and future projects with the City.

Respectfully submitted,

Shawn Justice, PE
Vice President

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INTRODUCTION

Founded in 1925, **Volkert, Inc. (Volkert)** is a leading provider of transportation and infrastructure engineering services to federal, state and municipal government and private industry clients throughout the United States, as well as select international clients. The firm offers a full range of services, including traffic engineering, transportation planning, roadway design, program management, construction management, asset management, and alternative delivery. These services span a broad range of clients within four core markets: *transportation, energy, water, and the environment*.



Volkert's diverse staff of over 1,000 professionals includes civil, structural, traffic, environmental, electrical and construction engineers, program managers, real estate and GIS specialists, and landscape architects. With corporate offices in Mobile, Alabama, and Franklin, Tennessee, Volkert is active in 24 states and the District of Columbia, with experience and/or professional registrations throughout the United States. Volkert continues to rank, nationally, in the upper 1% of engineering design firms and among the top firms consecutively for over 50 years (ENR).

Volkert has designed thousands of miles of roadways throughout the southeast for Florida Department of Transportation (FDOT) and Local Municipalities and we are familiar with required standards and specifications for FDOT Lap Projects. Two of our team members, Mr. Shawn Justice and Mr. Scott Golden have attended FDOT training on high friction surface coatings (HFST's).

Mr. Golden has over 26 years of FDOT experience. Prior to joining our Volkert team Mr. Golden served the last eight (8) years of his FDOT career as the District Design Engineer for District Three (Florida Panhandle). In this capacity he oversaw roadway resurfacing and rehabilitation projects. He has also been intimately involved in a large number of LAP sidewalks, multi-use paths, skid hazard overlays, shoulder widening and various other enhancement type projects. In addition, Mr. Golden served as the District Americans with Disabilities Act (ADA) coordinator for FDOT District Three.

Both Volkert and our teaming partner, **Environmental and Geotechnical Specialists (EGS)**, an FDOT certified MBE/DBE firm, are prequalified in the FDOT work type 3.1- Minor Highway Design as well as other work types (as shown in our Required forms section).

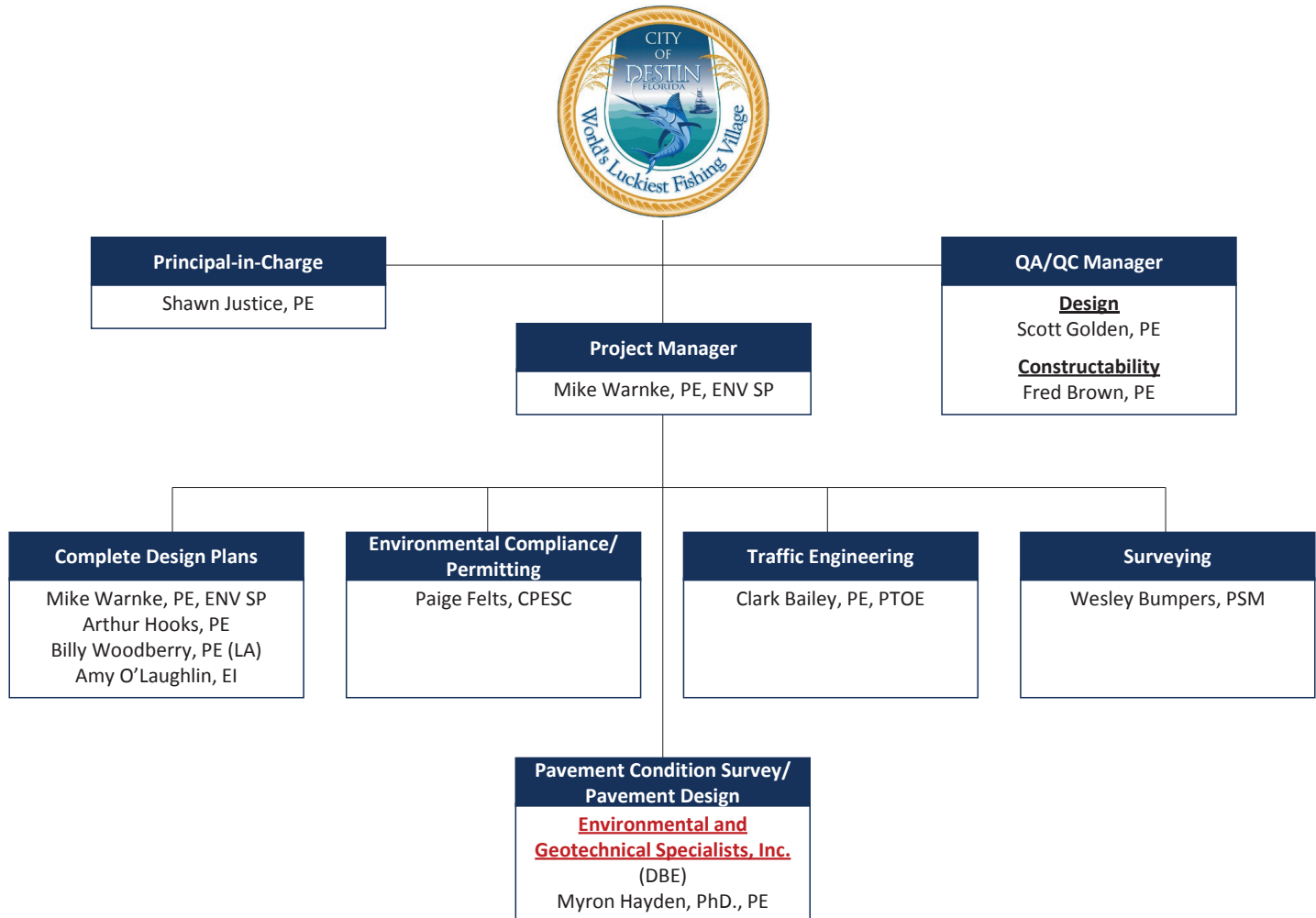
EGS will be providing geotechnical services for the design team in association with this Airport Road improvement project. They will provide the Pavement Condition Survey and Pavement Design services. The staff at EGS has been providing professional services since 1992. EGS provides roadway soil surveys, slope stability analysis, pavement design, assessment of existing roadway conditions, and embankment stabilization techniques for milling and resurfacing projects throughout Northwest Florida.



Our team, as proposed, is available to begin work immediately and work will diligently to complete the project on time and within budget.

ORGANIZATION CHART AND STAFFING

We have included on the following pages resumes highlighting the qualifications and experience of the personnel shown on our above organization chart. These people will lead the services for this project and will be immediately assigned to this project upon notice to proceed.



DBE UTILIZATION

Volkert, Inc. is a diverse and inclusive organization. Our firm is fully committed to the participation of disadvantaged, minority-owned, and women-owned businesses, and small businesses (DBE/MBE), in its delivery of professional and consulting services. Volkert is also committed to meeting or exceeding our clients' DBE/MBE goals and priorities. Volkert has a strong record of seeking, encouraging, and utilizing small and disadvantaged businesses and are committed to developing a project team that reflects that talent, resources, and makeup of the community that it serves.

For this project we will augment our services with **EGS**, a certified MBE/DBE firm at the local, state and federal level to provide Pavement Condition Survey and Pavement Design services for this project. Volkert has a list of additional DBE/SB firms in Florida that can be called upon should the need dictate in order to meet or exceed any DBE goals set by the City.

RESUMES/QUALIFICATIONS OF KEY PERSONNEL

Resumes highlighting the qualifications and availability of our Key Personnel can be found on the following pages.



QUALIFICATIONS

23 years of experience

Education:

- ▼ BS, Civil Engineering, Auburn University, 1994

Registration:

- ▼ FL PE #58652

30% Available for this project

SHAWN JUSTICE, PE

PRINCIPAL-IN-CHARGE

Mr. Justice joined Volkert in February 2015 as the firm's new Northwest Florida Operations Manager for the Gulf Design Region. Now with over 23 years of engineering design experience in Florida, he has served as project manager and client service manager for transportation improvement projects and programs that required permitting, CEI, scheduling, and NPDES stormwater permit compliance.

Relevant Project Experience:

Principal-in-Charge for the PD&E Study for SR 30 (US 98) Gregory Street and Bayfront Parkway at the 17th Avenue Intersection in Pensacola, Florida for FDOT. Volkert will analyze and assess capacity needs and improve the flow of traffic at level of service D or higher. Volkert's services will include environmental and engineering studies, traffic analysis and simulations, including consideration of all social, economic, environmental effects, and mitigation as required by the PD&E Manual, along with the required environmental documents, engineering reports, preliminary plans and public meetings required for a PD&E Study.

Principal-in-Charge for the Development of the Pensacola Beach Congestion Management Plan for the Escambia County Commission. The project consists of an update to the Congestion Master Plan as well as development of construction plans to immediately alleviate congestion in the area and development of a capital improvement plan for both short-term and long-term improvements along the corridor to improve beach access and alleviate traffic congestion in the area. Volkert staff was responsible for reviewing the master plan and updating it for current and future demands, prioritize identified improvements to be implemented as funding became available.

Principal-in-Charge for the CR 2297 Bridge Replacement in Bay County, Florida for Bay County. Volkert was responsible for the delivery of construction documents for the Laird Bayou bridge on CR 2297. CR 2297 crosses Laird Bayou via an earthen causeway with concrete box culverts to allow tidal flow. The original box culverts were constructed in 1965 and were classified as structurally deficient, while the causeway has exhibited settlement. The new bridge, designed by Volkert, will eliminate the earthen causeway and provide a new bridge structure meeting current design standards for lane and shoulder widths, while raising the minimum clearance over the water to facilitate limited vessel traffic. Volkert provided project management and structural design services.

Prior to joining Volkert, he gained the following experience:

Sr. Program Manager/Client Service Manager of the General Engineering Consultant (GEC) Program for FDOT, District 2 at Atkins North America (formerly PBS&J).

Project Manager/Deputy Program Manager of GEC Services for Construction, Maintenance & Traffic Operations for FDOT, District Three at Atkins



QUALIFICATIONS

29 years of experience

Education:

- ▼ BS, Civil Engineering,
University of Tennessee, 1988

Registration:

- ▼ FL PE #46604
- ▼ GA PE #PE041722

PREVIOUS EXPERIENCE

Prior to joining Volkert Mr. Golden served as FDOT District Design Engineer and District Drainage Design. His roles with at FDOT (1988-2015) included:

- ▼ District Design Engineer, District 3, Chipley, Florida; 2007 to 2015
- ▼ Assistant District Design Engineer, District 3, 2000-2007
- ▼ District Drainage Engineer, District 3, 1998-2000
- ▼ Assistant District Drainage Engineer, District 3, 1993-1998
- ▼ Assistant Maintenance Engineer/PE Trainee, District 3, 1988-1993

30% Available for this project

SCOTT GOLDEN, PE

DESIGN QA/QC MANAGER

Mr. Golden joined Volkert in 2015 and has over 29 years of experience with the Florida Department of Transportation (FDOT). He is highly competent in most aspects of transportation planning, design, management, processes and procedures. He is knowledgeable in transportation planning, surveying and right of way mapping, project scheduling, right of way administration (acquisitions), traffic operations, construction and maintenance techniques and operations, work program, public information techniques. Mr. Golden has served in a variety of roles throughout his career. He has served as the Engineer of Record on multiple projects.

Relevant Project Experience:

QA/QC Manager for the PD&E Study for SR 30 (US 98) Gregory Street and Bayfront Parkway at the 17th Avenue Intersection in Pensacola, Florida for FDOT. Volkert will analyze and assess capacity needs and improve the flow of traffic at level of service D or higher. Volkert's services will include environmental and engineering studies, traffic analysis and simulations, including consideration of all social, economic, environmental effects, and mitigation as required by the PD&E Manual, along with the required environmental documents, engineering reports, preliminary plans and public meetings required for a PD&E Study.

QA/QC Manager for the Development of the Pensacola Beach Congestion Management Plan for the Escambia County Commission.

The project consists of an update to the Congestion Master Plan as well as development of construction plans to immediately alleviate congestion in the area and development of a capital improvement plan for both short and long-term improvements along the corridor to improve beach access and alleviate traffic congestion in the area. Volkert staff was responsible for reviewing the master plan and updating it for current and future demands, prioritize identified improvements to be implemented as funding became available.

Roadway and Drainage Engineer of Record for SR 30E from Test Site D 3A to Coastline Drive (Cape San Blas) in Gulf County, FL. This project includes design of a Pile Supported Roadway, which is a unique engineering solution that will provide a stable and protected connection of SR 30E from SR 30A to the residents of and visitors to Cape San Blas. SR 30E through this section of Cape San Blas has been subject to the fastest eroding shoreline in the State of Florida and consistently sustains damage from coastal storm events.

Project Manager for the FDOT District Three (Chipley) D/W Drainage Design Contract. This contract provides general drainage engineering services to the Florida Department of Transportation to include plan reviews, field reviews, drainage designs, coastal engineering and Value Engineering support.



QUALIFICATIONS

28 years of experience

Education:

- ▼ BS, Civil Engineering,
University of South Alabama,
1990

Registration:

- ▼ FL PE #58832
- ▼ AL PE #20401
- ▼ MS PE #15598
- ▼ LA PE #30284

Training/Certification

- ▼ FDOT QC Manager
- ▼ FDEP Stormwater
Management Inspector
- ▼ Advanced Maintenance-of-
Traffic
- ▼ FEMA ICS-200- ICS for Single
Resources and Initial Action
Incidents
- ▼ FEMA ICS-700- National
Incident Management
System, An Introduction
- ▼ FEMA ICS-800-National
Response Framework, An
Introduction

30% Available for this project

FRED BROWN, PE

CONSTRUCTABILITY QA/QC MANAGER

Mr. Brown has been involved with major road and construction projects managed from the Pensacola office since 2002. Mr. Brown has directed highly complex and specialized construction engineering administration and inspection programs; plans and organizes the work for subordinates and staff members; develops and reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards.

Relevant Project Experience:

Senior Project Engineer for CEI services for the replacement of the eastbound bridges on US 90 Bridge over the White River and Bass Hole Cove (Group 12-A) in Santa Rosa County. The project includes the construction of temporary Acrow Bridges, detour construction, new eastbound structures, roadway reconstruction, pile driving, removal of the existing bridges, and safety improvements.

Project Manager for CEI associated with the SR 83 Chocawhatchee Bay Bridge Design-build project with HDR for FDOT. Volkert teamed with HDR Construction Control to manage the over \$118 million design build project that will add 2.5 mile long bridge for northbound US 331 over the Choctawhatchee Bay in South Walton County Florida. The D/B project includes all required permitting, the addition of a park with boat ramps, fishing pier, covered picnic areas, restrooms, and other amenities. The D/B team is also stabilizing the existing causeways that will carry the south US 331 travel lanes using a deep soil mixing process.

Senior Project Engineer for CEI services for the replacement of the US 90 Bridge over the Perdido River in Escambia County for FDOT. The project included the construction of a new structure south of the existing bridge, construction of the new alignment of the roadway, subsoil excavation, settlement plate monitoring, pile driving using EDC and PDA, over 120,000 CY of embankment, removal of the existing bridge, storm water detention pond, and safety improvements.

Senior Project Engineer for CEI services for the replacement of the US 90 Bridge over the Perdido River in Escambia County. The project included the construction of a new structure south of the existing bridge, construction of the new alignment of the roadway, subsoil excavation, settlement plate monitoring, pile driving using EDC and PDA, over 120,000 CY of embankment, removal of the existing bridge, storm water detention pond, and safety improvements.

Project Engineer for CEI services for improvements to I-10/I-110 (SR 8/SR 8A), a Group 02-D project, in Pensacola for FDOT. CEI services included major interchange improvements on I-10 at I-110 and SR 291 (Davis Highway). The project consisted of construction of eight bridges, MSE walls, retaining wall systems, noise walls, storm water management facilities, roadway widening, crack and reseal of existing concrete pavement, milling and resurfacing, drainage improvements, safety improvements, fencing, grassing, signing, signalization, lighting, and pavement marking.



QUALIFICATIONS

22 years of experience

Education:

- ▼ BS, Civil Engineering, Florida State University, 1996

Registration:

- ▼ FL PE #64091
- ▼ AL PE #28976
- ▼ MS PE #18544

Training/Certification

- ▼ Envision Sustainability Professional Certification
- ▼ OSHA 30 Hours
- ▼ USACE Construction Quality Management for Contractors

70% Available for this project

MIKE WARNKE, PE, ENV SP

PROJECT MANAGER

Mr. Warnke joined Volkert in 2014 and has over 21 years of professional engineering experience in the Florida panhandle. His experience includes project management responsible for scheduling, budgeting, design oversight, coordination, and client relations. He is certified as an Envision Sustainability Professionals (ENV SP) as well as a Contractor Quality Management by the U.S. Army Corps of Engineers (USACE).

Relevant Project Experience:

Project Manager for Sidewalk Improvements for King Middle School and Grover Lane in Santa Rosa County, Florida for the Santa Rosa County Board of Commissioners. The Glover Lane sidewalk project will provide sidewalks to provide additional pedestrian/student access along Glover Lane from Hamilton Bridge Road to Hobbs Middle School along Glover Lane. The King Middle School sidewalk project will provide sidewalks to provide additional pedestrian/student access to King Middle School along Rosasco Street, Byrom Street and King Street. The project includes the development of construction plans in accordance with FDOT design standards and the Florida Greenbook and ADA requirements. Volkert provided engineering design and specifications, construction estimates and real estate acquisition services. This project was completed using FDOT LAP funds.

Project Manager for the Development of the Pensacola Beach Congestion Management Plan for the Escambia County Commission. The project consists of an update to the Congestion Master Plan as well as development of construction plans to immediately alleviate congestion in the area and development of a capital improvement plan for both short-term and long-term improvements along the corridor to improve beach access and alleviate traffic congestion in the area. Volkert staff was responsible for reviewing the master plan and updating it for current and future demands, prioritize identified improvements to be implemented as funding became available. Volkert has recently been approved to provide design services for the improvements selected by the County.

Project Manager for the Stillbrook Road Drainage Improvements for Escambia County Commission. The project consisted of professional services for drainage improvements to repair or replace the existing culverts at Quiet Creek. This area had multiple failures, during the April 2014 storm events, which created pot holes and sinkholes throughout the roadway. The project required the replacement of the triple 72" CMP culverts and roadway repairs along Stillbrook Road.

Project Manager for the Navarre Community Access Road for the Santa Rosa county Commission. Volkert is providing engineering design services for a corridor feasibility study for an access road and pedestrian safety improvements. The project consists of the redevelopment of existing and proposed corridors between Edgewood Drive and Whispering Pines Blvd, north of US 98, for the purpose of developing and evaluating alternative corridors to increase the safe and efficient movement of vehicular and pedestrian users. The ultimate typical sections will include the redevelopment of existing typical sections to include travel lane improvements, drainage improvements, pedestrian facility improvements and recommendations on possible intersection improvements.



QUALIFICATIONS

18 years of experience

Education:

- ▼ BS, Civil Engineering, Auburn University, 1998
- ▼ BA, Elementary Education, Florida State University

Registration:

- ▼ FL PE #66355

Training/Certification

- ▼ FDOT Maintenance of Traffic
- ▼ FDOT Storm Drain Design
- ▼ Freeway and Interchange Planning and Geometric Design
- ▼ FDOT PPM training
- ▼ Specification Package Preparation

70% Available for this project

ARTHUR HOOKS, PE

COMPLETE DESIGN PLANS

Mr. Hooks is a design engineer and project manager for Volkert's Gulf Design Region. With over 18 years of engineering design and manage experience in Florida. His previous experience includes client relations, project management, operations management and project engineer for transportation and traffic planning and design projects, drainage basin analysis, storm water conveyance and treatment design projects, utility design projects, aviation design projects, LAP projects and civil site development projects.

Relevant Project Experience:

Pensacola Beach Congestion Management Plan for the Escambia County Commission. Engineer of record responsible for engineering design and permitting for transportation, drainage and utility services. Project consists of redevelopment of segments of Pensacola Beach Boulevard and Fort Pickens Road, two 4-lane coastal roadways on Pensacola Beach. The proposed project includes the redesign of the existing typical section and replacing the existing signal and intersections with two roundabouts and pedestrian underpasses. New pedestrian multi-use paths and underground pedestrian crossings will allow for the separation of pedestrians from vehicular traffic. Updated access and improvements to parking areas is also included. The \$12M Project requires coordination with Escambia County, Santa Rosa Island Authority, Escambia County Area Transit, Utility Providers, Store owners, Residents and Northwest Florida Water Management District.

Navarre Community Access Road for the Santa Rosa county Commission. Engineer of record responsible for the engineering design of a corridor feasibility study for the proposed Navarre Community Access Road and pedestrian safety improvements. The project consists of the redevelopment of existing and proposed corridors between Edgewood Drive and Whispering Pines Blvd, north of US 98, for the purpose of developing and evaluating alternative corridors to increase the safe and efficient movement of vehicular and pedestrian users. The ultimate typical sections will include the redevelopment of existing typical sections to include travel lane improvements, drainage improvements, pedestrian facility improvements and recommendations on possible intersection improvements.

Project Engineer for SR 30E from Test Site D 3A to Coastline Drive (Cape San Blas) in Gulf County, FL. This project includes design of a Pile Supported Roadway, which is a unique engineering solution that will provide a stable and protected connection of SR 30E from SR 30A to the residents of and visitors to Cape San Blas. SR 30E through this section of Cape San Blas has been subject to the fastest eroding shoreline in the State of Florida and consistently sustains damage from coastal storm events.

Prior to joining Volkert, Mr. Hooks gained the following experience

- ▼ Thomas Drive Sidewalks Phase V (Bay County) Engineer of Record
- ▼ SR 742 Intersection and Roadway Improvements (FDOT D3) Project Manager/Engineer of Record
- ▼ SR 8/ I-10 at US 29 Interchange Improvements (FDOT D3) Project Manager/Engineer of Record for Signing and Pavement Marking Plans)
- ▼ SR 52 Resurfacing and Pedestrian Safety Improvements (FDOT D7) - Engineer of Record
- ▼ SR 727 Resurfacing and Sidewalk Improvements (FDOT D3) Project Manager/Engineer of Record



QUALIFICATIONS

4 years of experience

Education:

- ▼ MS, Transportation, Florida State University, 2014
- ▼ B.S. Civil Engineering, Florida State University, 2013

Registration:

- ▼ LA PE # 0042449
- ▼ FL EI #1100018197

60% Available for this project

BILLY WOODBERY, PE

COMPLETE DESIGN PLANS

Mr. Woodbery joined Volkert in September 2016 as a Project Engineer in Volkert's Panama City Beach office. His experience since joining Volkert includes roadway resurfacing, bridge replacements, and engineering studies associated with Project Development and Environment (PD&E) studies.

Relevant Project Experience:

Project Engineer SR 30/US 98 at CR 30A East Inlet Beach Pedestrian Crossing for FDOT. This pedestrian underpass project primarily consists of an underpass on the east side of the intersection of SR 30 (US 98) with CR 30A. The underpass will consist of a box culvert type structure with a minimum width and height of 12' and 8', respectively. All aspects of the underpass and ramps to the underpass will meet FDOT Design Manual and ADA criteria (including any needed handrails).

Project Engineer for SR 30E from Test Site D 3A to Coastline Drive (Cape San Blas) in Gulf County, FL. This project includes design of a Pile Supported Roadway, which is a unique engineering solution that will provide a stable and protected connection of SR 30E from SR 30A to the residents of and visitors to Cape San Blas. SR 30E through this section of Cape San Blas has been subject to the fastest eroding shoreline in the State of Florida and consistently sustains damage from coastal storm events.

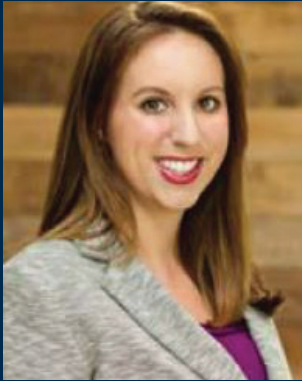
Project Engineer for the PD&E Study for SR 30 (US 98) Gregory Street and Bayfront Parkway at the 17th Avenue Intersection in Pensacola, Florida for FDOT. Volkert will analyze and assess capacity needs and improve the flow of traffic at level of service D or higher. Volkert's services will include environmental and engineering studies, traffic analysis and simulations, including consideration of all social, economic, environmental effects, and mitigation as required by the PD&E Manual, along with the required environmental documents, engineering reports, preliminary plans and public meetings required for a PD&E Study.

Project Engineer for Sidewalk Improvements for King Middle School and Grover Lane in Santa Rosa County, Florida for the Santa Rosa County Board of Commissioners. The Glover Lane sidewalk project will provide sidewalks to provide additional pedestrian/student access along Glover Lane from Hamilton Bridge Road to Hobbs Middle School along Glover Lane. The King Middle School sidewalk project will provide sidewalks to provide additional pedestrian/student access to King Middle School along Rosasco Street, Byrom Street and King Street.

Prior to joining Volkert, Mr. Woodbery gained the following experience:

Project Engineer for resurfacing project in Orlando, Florida for FDOT. The project involved the completion of a section of roadway resurfacing in Orlando for the Florida Department of Transportation.

Project Engineer for Post Design Services for US 98 and 23rd Street Interchange for FDOT. The Preliminary and Final Design stage for US 98 & 23rd Street is approximately a mile in length and runs from the west end of the Hathaway Bridge to Brown Avenue and 23rd Street from US 98 to 20th Street. It includes 4-lane, urban, grade-separated structures that will take US 98 over 23rd Street, provide for a grade separation over the railroad, and provide at-grade local Intersections for access to the Port of Panama City and Gulf Coast State College.



QUALIFICATIONS

4 years of experience

Education:

- ▼ BS Civil Engineering,
University of Missouri, Kansas
City, 2015

Registration:

- ▼ FL EI # 1100020201
- ▼ MO EI # EI-2016003565

60% Available for this project

AMY O'LAUGHLIN, EI

COMPLETE DESIGN PLANS

Ms. O'Laughlin joined Volkert in 2016 as a Project Engineer in Volkert's Gulf Breeze and Panama City Beach offices. She has experience in site development, public infrastructure, roadway design, utility coordination, storm system design, and commercial projects. Her experience includes design of stormwater systems and detention, sanitary/water mains, erosion control, best management practice/water quality, utility coordination, parking lot and roadway design, as well as cost estimating, and development of technical reports. She is proficient in AutoCAD Civil 3D, Autodesk Storm and Sanitary Analysis, and Microsoft Office programs.

Relevant Project Experience:

Project Engineer for the Navarre Community Access Road feasibility and pedestrian safety improvements for the Santa Rosa County Board of Commissioners. The project consists of the redevelopment of existing and proposed corridors between Edgewood Drive and Whispering Pines Boulevard north of US 98, for the purpose of developing and evaluating alternative corridors to increase the safe and efficient movement of vehicular and pedestrian users. Proposed improvements will include updated typical sections and links between existing roadways in order to support all modes of transportation including increase of roadway capacity while promoting safety enhancements of facilities for bicycle and pedestrian movements. The ultimate typical sections will include the redevelopment of existing typical sections to include travel lane improvements, drainage improvements, pedestrian facility improvements and recommendations on possible intersection improvements. The project requires coordination with Santa Rosa County, Utility Providers, Stakeholders, Florida Department of Environmental Protection and Northwest Florida Water Management District.

Project Engineer for Sidewalk Improvements for King Middle School in Santa Rosa County, Florida for the Santa Rosa County Board of Commissioners. The King Middle School sidewalk project will provide sidewalks to provide additional pedestrian/student access to King Middle School along Rosasco Street, Byrom Street and King Street. Volkert provided engineering design and specifications, construction estimates and real estate acquisition services. This project was completed using FDOT LAP funds.

Project Engineer for the Development of the Pensacola Beach Congestion Management Plan for the Escambia County Commission. The project consisted of an update to the Congestion Master Plan as well as development of construction plans to immediately alleviate congestion in the area. The project also included development of a capital improvement plan for both short-term and long-term improvements along the corridor to improve beach access and alleviate traffic congestion in the area. Volkert staff was responsible for reviewing the master plan and updating it for current and future demands, prioritize identified improvements to be implemented as funding became available. Design services of approved recommendations are now underway.



QUALIFICATIONS

15 years of experience

Education:

- ▼ BS, Civil Engineering, University of Alabama, 2002
- ▼ BS, Environmental Science, University of Alabama, 1998

Registration:

- ▼ Certified Erosion Prevention and Sediment Control Inspector #8687

Certification/Training:

- ▼ FL Certified Stormwater Management Inspector #28594
- ▼ Designing for Effective Sediment & Erosion Control on Construction Sites
- ▼ Hydric Soils: Specialized Training for Wetland Scientists
- ▼ Soils, stormwater, and watershed protection
- ▼ FHWA/NHI NEPA and the Transportation Decision Making Process
- ▼ Endangered Species Act Overview - Duncan & Duncan Wetland and Endangered Species Training

70% Available for this project

PAIGE FELTS, CPESC

ENVIRONMENTAL COMPLIANCE/PERMITTING

Ms. Felts joined Volkert in 2003 and has over 15 years of environmental experience. Her experience includes identifying and delineating wetlands, environmental permitting, defining alternatives for avoiding and minimizing impacts to wetland areas, wetland mitigation, submerged aquatic vegetation (SAV) surveys, Environmental Site Assessments (ESA), developing Best Management Plans (BMP), and threatened and endangered species surveys/relocations. She also works with regulatory agencies to determine permitting requirements and provides documentation of compliance. She has obtained USACE permits on dozens of projects for various clients in various Southeastern and Midwestern states.

Relevant Project Experience:

Environmental Scientist for the Development of the Pensacola Beach Congestion Management Plan for the Escambia County Commission.

The project consists of an update to the Congestion Master Plan as well as development of construction plans to immediately alleviate congestion in the area and development of a capital improvement plan for both short-term and long-term improvements along the corridor to improve beach access and alleviate traffic congestion in the area. Volkert staff was responsible for reviewing the master plan and updating it for current and future demands, prioritize identified improvements to be implemented as funding became available. Design services are currently underway for three pedestrian underpasses and two roundabouts as part of the long-term improvements outlined in the Master Plan, which was approved by the County.

Environmental Scientist for the CR 375 bridge replacement over Smith Creek in Wakulla County, Florida for the FDOT.

The principal intent of this project is to replace the existing functionally obsolete bridge (No. 590020) on CR 375 over Smith Creek in Wakulla County, Florida north of Sopchoppy. Volkert evaluated constructing an on site temporary diversion. Volkert coordinated with the County's Bike/Pedestrian Coordinator to evaluate the need to accommodate pedestrians on the bridge. The Florida National Scenic Trail followed CR 375 through the project limits. Coordination with the US Forestry Service was also required to complete the 4F process. Volkert services included developing design plans using Microstation; developing hydraulic requirements for the new structure; coordinating utility identification and relocation; identifying, coordinating, and applying for all necessary permits; and providing necessary survey services.

Environmental Scientist for a PD&E Study for SR 30 (US 98) Gregory Street and Bayfront Parkway at the 17th Avenue Intersection in Pensacola, Florida for FDOT.

Volkert analyzed and assessed capacity to improve the flow of traffic through the 17th Avenue Intersection. Volkert's services included environmental and engineering studies, traffic analysis and simulations, as it relates to all social, economic, environmental effects, and mitigation as required by the PD&E Manual. Volkert also completed environmental documentation, engineering reports, developed plans and conducted public meetings.

Environmental Scientist for the SR 20 Trammel Bridge Feasibility Study in Calhoun and Liberty Counties, Florida for FDOT.

This PD&E Study was initiated as a Feasibility Study to determine the feasibility of removing from service a historic bridge structure. Upon determination of feasibility, a PD&E Study will be conducted to analyze and document engineering and environmental impacts associated with a yet to be determined disposition alternative.



QUALIFICATIONS

10 years of experience

Education:

- ▼ MS, Civil Engineering, Auburn University, 2007
- ▼ BS, Civil Engineering, Auburn University, 2006

Registration:

- ▼ AL PE #31582
- ▼ MS PE #27080
- ▼ FL PE #80777
- ▼ GA PE #040701
- ▼ LA PE #40717
- ▼ TX PE #122838
- ▼ PTOE #4032

Computer/Technical Expertise

- ▼ Vistro
- ▼ VISSIM
- ▼ ArcGIS
- ▼ Auto CAD
- ▼ HCS
- ▼ Synchro
- ▼ SIDRA

70% Available for this project

CLARK BAILEY, PE, PTOE

TRAFFIC ENGINEERING

Mr. Bailey joined Volkert in 2015 and has over 10 years of traffic engineering and planning experience. He has been involved in numerous traffic impact, parking, transit, safety and pedestrian studies. Mr. Bailey has extensive experience with traffic operational studies, innovative intersection projects, access management studies, developing and implementing coordinated signal timings, and experience with adaptive signal systems.

Relevant Project Experience:

Traffic Engineer for the Development of the Pensacola Beach Congestion Management Plan for the Escambia County Commission.

The project consists of an update to the Congestion Master Plan as well as development of construction plans to immediately alleviate congestion in the area and development of a capital improvement plan for long-term improvements along the corridor to improve beach access and alleviate traffic congestion in the area. The project includes short term improvements such as additional turn lanes, ingress and egress improvements to retail shops, and traffic signal improvements for both pedestrians and vehicular traffic.

Project Manager for the Airport Boulevard Traffic Signal Timing Study for the City of Mobile.

This project involved upgrading traffic signals and developing and implementing new signal timings for 16 signals along Airport Boulevard. After conducting traffic counts and completing a thorough signal equipment inventory, recommendations were made to upgrade the signal equipment including controllers, detection equipment and communications. A fiber optic installation plan was developed for signal communications and interconnectivity. New timing plans were implemented and fine-tuned for the corridor.

Traffic Engineer to Evaluate Roundabout Concept for Williams Avenue for the City of Huntsville, Alabama.

This project explored traffic benefits of installing a roundabout at the intersection of Williams Avenue and Lowe Drive in Huntsville Alabama in lieu of a conventional signal. The project involved the development of multiple concepts for installing a roundabout at the intersection along with a complete streets concept for Williams Avenue leading up to the intersections. The concept took the four lane section down to 2 vehicle lanes with parallel parking and dedicated bike lanes.

Access Management Improvements along US 72, Madison Square Mall Driveway, in Huntsville, Alabama for the City of Huntsville.

The project involves the reconfiguration of the Madison Square Mall main entrance from two driveways to a single driveway. This project will evaluate the traffic impacts of the reconfiguration, seek a concept approval from ALDOT, and the roadway and traffic signal design required to complete the project. Volkert was responsible for traffic studies, permitting, and design services for the roadway and signal upgrades. Design plans included widening plans to accommodate a right turn lane, addition/extension of the double left turn on University Boulevard, extension of the roadway to the north and signing and striping plans. Traffic signal designs included new system timing upgrades to accommodate the changes to the area.



QUALIFICATIONS

13 years of experience

Education:

- ▼ BS, Surveying and Geomatics Sciences, Troy University, 2007
- ▼ Undergraduate Minor - Business Administration, Troy University, 2007
- ▼ AA, Alabama Southern Community College, 2003

Registration:

- ▼ FL PSM #6989
- ▼ AL PLS #33946
- ▼ MS PLS #25963

Training/Certification

- ▼ FDOT Advanced Maintenance-of-Traffic

70% Available for this project

WESLEY BUMPERS, PSM

SURVEYING

Mr. Bumpers joined Volkert in 2009 and is responsible for directing survey crews in the field during survey projects. Mr. Bumpers has over 13 years of surveying experience including operating a total station, calculations of traverses and parcels, stakeout, deed research, resonance work, and use of GPS equipment.

Relevant Project Experience:

Surveyor for Preliminary and final Design for SR 30 (US 98) at SR 368 (23rd Street) in Panama City, Florida, for FDOT. The purpose of this project was to develop a plan that would reduce congestion by providing free-flow movements on US 98 over the Port of Panama City and Gulf Coast State College Intersection and the railroad. Roadway design included geometrics, storm water, constructability, traffic control, signing and pavement markings, signals, quantities, and specifications package.

Surveyor for SR 97 (Atmore Highway) from CR 95A (Old Palafox) to the Alabama State Line for FDOT. The project consisted of resurfacing, rehabilitating, and restoring (3R) services for SR 97 in Escambia County, for approximately 22.5 miles. The project required the milling and resurfacing of SR 97 and the widening of the existing 4-lane divided urban arterial to a 6-lane divided arterial consistent with Florida Intrastate Highway System (FIHS) requirements. Volkert provided 3R field surveys of the project including signing and pavement markings. The crew utilized Maintenance-of-traffic procedures during survey.

Surveyor for CR 196 bridge replacements (Group 14-09) in Escambia County, Florida for FDOT. These projects consists of the preparation of construction plans to replace the existing structurally deficient bridges on CR 196 Over Jacks Branch Bridge (Bridge No. 480088) and CR 99 Over Pine Barren Creek Bridge (Bridge No. 480098) in Escambia County, Florida. Volkert will prepare construction plans for bridge and roadway design which will include drainage improvements, bridge hydraulic report, signing and pavement markings, maintenance of traffic plans, environmental permitting assistance, and survey. Survey services included: setting secondary, horizontal and vertical control, full topographic and digital terrain model (DTM), checking cross-sections, stake and reference centerline alignment, locating property corners. Right-of-way control maps were developed for CR 99 and approved, CR 196 right-of-way mapping is currently underway.

Surveyor for Reconstruction of SR 281 (Avalon Boulevard) at I-10 to SR 10 in Santa Rosa County for FDOT. The project along SR 281 included reconstructing the existing two-lane rural roadway to a four-lane divided, urban roadway from just north of SR 8 (I-10) to SR 10 (US 90) in Santa Rosa County just south of Milton. Survey services included: setting secondary, horizontal and vertical control, full topographic and digital terrain model (DTM), checking cross-sections, stake and reference centerline alignment, topographic for four pond sites (20 acres), locating property corners, section corners and ¼ corners for approximately three miles. Right-of-way control maps were developed. The control maps were used by others to prepare the right-of-way maps. Volkert also prepared a sketch for Mulatto Bayou and completed a wetland jurisdiction line survey that was mapped and approved by FDEP for the jurisdictional wetlands.



QUALIFICATIONS

30+ years of experience

Education:

- ▼ Doctor of Philosophy, Civil Engineering, Oklahoma State University, 1978
- ▼ Master of Science, Civil Engineering, Oklahoma State University, 1975
- ▼ Bachelor of Science, Civil Engineering, Tri-State University, 1974

Registration:

- ▼ FL PE # 34067

70% Available for this project

MYRON HAYDEN, PE, PH.D

PAVEMENT CONDITION SURVEY/PAVEMENT DESIGN

Mr. Hyden has over 30 years of experience as a Senior Geotechnical Engineer at EGS responsible for conducting geotechnical design and investigations for roadway and bridge infrastructure improvements.

Relevant Project Experience:

Districtwide Miscellaneous Minor Design Consultant (418439-3-32-01) FDOT District 3 – Awarded 2016 EGS is on the Team (Jacobs) to provide environmental permitting support services as well as geotechnical design services for the Districtwide Miscellaneous Minor Design Consultant. Environmental services expected for this contract include obtaining Environmental Resource Permits (ERP), should a Task Work Order (TWO) require it. Geotechnical services expected for this contract include geotechnical investigations for minor design upgrades throughout the District. This project was awarded in 2016 and is active through 2021.

Districtwide Miscellaneous Drainage Design Consultant (220881-1-32-06) - FDOT District 3 – Awarded 2016 EGS is on the Team (DRMP) to provide geotechnical support for the Districtwide Drainage Design Consultant Contract. Task Work Orders (T.W.O.'s) are likely to include geotechnical investigations for proposed drainage structures and proposed Stormwater Management Facilities (SWMF's). This contract was awarded in 2016 and is active through 2021.

District-Wide Minor Design Consultant (418439-1-32-20) FDOT District 3 – Awarded 2014 EGS is on the Team (Pegasus) to provide environmental permitting support services as well as geotechnical design services for the District-Wide Miscellaneous Minor Design Consultant. Geotechnical services expected for this contract include geotechnical investigations for minor design upgrades throughout the District. This project was awarded in 2014 and is active through 2019.

District-Wide Miscellaneous Minor Safety Design (418439-1-32-11) FDOT District 3 – Awarded 2012 EGS is on the Team (CES) to provide environmental permitting support services as well as geotechnical design services for the District-Wide Miscellaneous Minor Safety Design Consultant. Environmental services expected for this contract include obtaining Environmental Resource Permits (ERP), should a Task Work Order (TWO) require it. Geotechnical services expected for this contract include geotechnical investigations for minor safety upgrades throughout the District. This project was awarded in 2012 and is active through 2017.

District-Wide Minor Traffic Operations Design Consultant (220898-1-32-11) FDOT District 3 – Awarded 2012 EGS is on the Team (CES) to provide environmental permitting support services as well as geotechnical design services for the District-Wide Minor Traffic Operations Design Consultant. Geotechnical services expected for this contract include geotechnical investigations for minor traffic operational improvements throughout the District. This project was awarded in 2012 and is active through 2017.

EXPERIENCE OF THE FIRM/REFERENCES

SIDEWALK IMPROVEMENTS FOR KING MIDDLE SCHOOL AND GROVER LANE IN SANTA ROSA COUNTY, FLORIDA FOR THE SANTA ROSA COUNTY BOARD OF COMMISSIONERS | LAP FUNDED

The Glover Lane sidewalk project will provide sidewalks to provide additional pedestrian/student access along Glover Lane from Hamilton Bridge Road to Hobbs Middle School along Glover Lane. The King Middle School sidewalk project will provide sidewalks to provide additional pedestrian/student access to King Middle School along Rosasco Street, Byrom Street and King Street. The project included the development of construction plans in accordance with FDOT design standards and the Florida Greenbook and ADA requirements. Volkert provided engineering design and specifications, construction estimates, signing and pavement marking, and real estate acquisition services. This project was completed using FDOT LAP funds. The King Middle School design is at 90% completion and is waiting on right-of-way acquisition services to be completed. **REFERENCE:** Chris Phillips SR County LAP Project Manager chrisp@santarosa.fl.gov 850-623-0135. Completion Date: The Grover Lane sidewalks were completed in March 2017 and is waiting on a letting date. Glover Lane included 2,882 ft. linear sidewalk king Middle School 5,913 ft. **KEY STAFF:** Shawn Justice, Mike Warnke, Arthur Hooks, Amy O’Laughlin

PENSACOLA BEACH CONGESTION MANAGEMENT PLAN, PRELIMINARY AND FINAL DESIGN PHASES, IN PENSACOLA, FLORIDA FOR THE ESCAMBIA COUNTY COMMISSION

The project consisted of an update to the Congestion Master Plan as well as development of short-term improvement concepts and construction plans to immediately alleviate congestion in the area. Additionally, the project involved the development of a capital improvement plan for long-term improvements along the corridor to improve beach access and alleviate traffic congestion in the area. The short-term improvement projects include improved ingress/egress to local businesses, signalization improvements, a transit analysis, signal timing review/recommendations; and conceptual design of pedestrian improvements in the beach area. The Pensacola Beach Congestion Management Plan was adopted by the Escambia County BOCC. Volkert was the awarded design efforts for Phase II and Phase III improvements. The Phase II improvements include additional parking areas for the beach and the Phase III improvements include the Pedestrian underpasses and roundabouts. Volkert is currently 100% complete with the design services for the Phase II projects and 75% complete with the Phase III improvements. The Congestion Management Plan update was completed in 2017 and the design phases are currently underway with an estimated completion date of Fall 2019. **REFERENCE:** David Forte Escambia County Commission 850-554-8187; **KEY STAFF:** Shawn Justice, Mike Warnke, Scott Golden, Arthur Hooks, Billy Woodbery, Amy O’Laughlin, Paige Felts, Brett Gaar, Clark Bailey

EMERGENCY SLOPE STABILITY INVESTIGATION/REHABILITATION OF CR 2297 AT LAIRD BAYOU FOR THE BAY COUNTY COMMISSION IN BAY COUNTY, FLORIDA

The project consisted of the rehabilitation of CR 2297 at Laird Bayou, designated as a LAP project, for the Bay County Commission in Bay County, Florida. The area around CR 2297 has two culvert bridges at Laird’s Bayou in Bay County, Florida. The Roadway around these culverts settled on the west side resulting in lowered pavement sections and cracking. The area had been repaired several times with the settlement reoccurring. The reason for the settlement was unknown. Volkert reviewed the information in the Slope Stability Analysis and used it to develop rehabilitation plans for the area and determine the most cost effective solution to this on-going problem. Volkert used this information as well as survey data and location information, obtained by the County, to develop plans and specifications for the rehabilitation phase of this project which included the placement of 4,100 tons of bank and shore protection riprap along 300-feet of the west embankment of CR 2297. After the initial studies and repairs Volkert was selected to provide bridge design services for the replacement of two concrete culverts on CR 2297 over Laird Bayou. **REFERENCE:** Keith Bryant, PE, 850-784-4060; Bay County Board of County Commissioners; **KEY STAFF:** Shawn Justice, Scott Golden

AVAILABILITY OF WORKLOAD/WILLINGNESS TO MEET BUDGET/SCHEDULE

Volkert has a history of completing projects on time and with the budget established at Kick off Meetings with our clients. We do this by realistic planning during the analysis/preliminary phase of the project, and producing a written schedule (usually in Microsoft Project or CPM/bar graph form). The project team meets regularly to discuss known problem areas, potential future issues and concerns, and develops solutions to monitor and maintain progress relative to the schedule. Volkert utilizes constructability reviews during our quality assurance process. Through review by our construction managers we develop preliminary cost estimates based on the most current construction costs. These estimates will allow us to coordinate with the City to ensure the design meets applicable standards, the Cities need for the facility's users and meets the established budget.

CURRENT WORKLOAD OF AVAILABLE PERSONNEL/HOURS ANTICIPATED

As shown on our resumes, we have identified the % of time available for this project for our key personnel. We have the capacity to provide additional manpower to this project as the need dictates. We have the capacity with our staff to adequately staff this project for the City of Destin.

PROPOSED SCHEDULE

Our preliminary anticipated schedule showing the major tasks anticipated for Airport Road is shown below. We commit to the City of Destin that we will meet agreed upon schedules/budgets.

Key Task Items	Time Frame (in Months)							
	2	3	4	5	6	7	8	
Anticipated NTP (2/8/19)								
Subcontract Administration (2/8/19 – 2/11/19)								
Project Kickoff Meeting (2/14/19)								
Coordination w/ City of Destin/ FDOT (2/8/19 - till Project Complete)								
Preliminary Field Reviews - Signing Evaluation & Drainage Structure Review Analysis (2/14/19 – 2/25/19)								
No U-Turn Study (2/14/19– 2/25/19)								
Surveying Services (2/14/19- 2/30/19)								
Geotechnical Investigation - Pavement Condition Study & Design (2/14/19 – 2/30/19)								
Roadway Cross Slope Analysis/ Review (2/31/19 – 3/8/19)								
30% Plan Development (2/31/19 – 3/15/19)								
30% Plan Review by City of Destin/FDOT (3/15/18 – 4/8/19*)								
60% Plan Development including Cost Estimates (4/8/19 – 4/29/19)								
60% Plan Review by City of Destin/FDOT (4/29/19 – 5/19/19*)								
Environmental Permitting, if required (4/29/19 – 7/24/19)								
90% Plan Development - Cost Estimates, Specifications & Bid Documents (5/19/19 – 6/8/19)								
90% Plan Review by City of Destin/FDOT (6/8/19 – 6/29/19*)								
100% Plan Development - Cost Estimates, Specifications & Bid Documents (6/29/19 – 7/7/19)								
100% Plan Review by City of Destin/FDOT (7/7/19 – 7/28/19*)								
Plans, Specifications & Bid Documents Issued for Construction (8/3/19)								
* Schedule is based on a 3-week review time at each submittal (30%, 60%, 90% and 100%) for the City of Destin and FDOT as specified in the RFP.								

PROJECT APPROACH/UNDERSTANDING OF CRITICAL ISSUES

Understanding of the Scope

Volkert understands that the City of Destin is looking for a full-service multi-disciplinary professional engineering to provide complete design services for the Airport Road Signing and Pavement Marking FDOT LAP Project. The project involves providing surveying, geotechnical, permitting, if required, and complete design plans, for the installation of high friction surface coating (HFST), restriping and signage for Airport Road from Mattie Kelley Boulevard to Quail Circle in Destin, FL. The project length is approximately .32 miles and the overall project should be consistent with the already performed and provided FDOT Safety Audit for Airport Road dated September 2016.

The proposed limited resurfacing, signage and restriping project will provide a safety upgrade for this area along Airport Road which includes the western curve, where there has been a history of run-off the road crashes. The design of the project will be in accordance with FDOT LAP District 3 Off-System (Big 4) Standards, the Florida Greenbook, FDOT Plans Preparation Manual, FDOT Design Manual (FDM), FDOT Flexible Pavement Design Manual, ADA Standards, MUTCD, Public Right of Way Accessibility Guidelines (PROWAG) and City of Destin Guidelines.

The scope of work for the project will include the following services for the Airport Road Signing and Pavement Marking FDOT LAP Project:

- ▼ Surveying Services
- ▼ Geotechnical Services- Pavement Condition Survey and Pavement Design
- ▼ Permitting Services/compliance, if required
- ▼ Drainage Structure Review/Analysis
- ▼ Signage Evaluation
- ▼ Existing Curve Geometry, Cross Slope and Side Friction Review Analysis
- ▼ Perform No U-turn Study at Quail Circle
- ▼ Complete Plans including Traffic Control Plans
- ▼ Cost Estimates
- ▼ Utility Coordination including “plans in hand review”
- ▼ Bidding Services
- ▼ As-Builts and Final Project Certifications
- ▼ Coordination and Meetings with City of Destin and FDOT Staff

Volkert has designed thousands of miles of roadways throughout the southeast for FDOT and Local Municipalities and we are familiar with required standards and specifications for FDOT Lap Projects. Two of our team members, Mr. Shawn Justice and Mr. Scott Golden have attended FDOT training on high friction surface coatings (HFST's).

Both Volkert and our teaming partner, Environmental and Geotechnical Specialists (EGS), an FDOT certified DBE firm, are prequalified in the FDOT work type 3.1- Minor Highway Design as well as other work types (as shown in our Required forms section). Our team, as proposed, is available to begin work immediately and work will diligently to complete the project on time and within budget.

To further our understanding of the scope, Volkert's team members have fully reviewed the City of Destin Requests for proposals document package, researched the project area and made site visits to the project site.

Known Critical Issues:

Our initial site visit and the provided FDOT Road Safety Audit performed in September of 2016 identified the following critical issues within the project area:

- ▼ Overgrown Vegetation limiting sight distances and Pedestrian access. The project area will be field reviewed and our team will work with City staff to identify areas where the vegetation needs to be trimmed.
- ▼ Existing Roadway aggregate is blue limestone which is very slippery when wet. The addition of the high friction surface coating (HFST) as part of the project will address the issue.

- ▼ Polishing of the existing roadway surface which also contributes to the slippery nature of the roadway. The addition of the high friction surface coating (HFST) as part of the project will address the issue.
- ▼ Speeding within the project area. Proper signage and striping in accordance with FDOT and MUTCD standards will mitigate the issue.
- ▼ Run of the road crashes with the project area. The addition of the high friction surface coating (HFST), proper signage and striping will mitigate the issue. A speed study may also be warranted but is not currently in the project scope.
- ▼ Limited Signage- The project will provide the proper signage meeting the current FDOT and MUTCD requirements.
- ▼ Correct Signage- The project will provide the proper signage meeting the current FDOT and MUTCD requirements including retroreflective requirements.
- ▼ U-turns at Quail Circle- After the No U-turn Study is performed and if it concurs a No U-turn sign will be provided at Quail Circle in accordance with FDOT and MUTCD requirements.

Additional Known Critical Issues that are not currently part of the project scope; the additional services to address these issue can be provided upon request:

- ▼ Substandard or Missing Sidewalk Detectable Warning mats. The existing sidewalk detectable warning mats within the project limits will be field reviewed and any substandard or missing mats will be replaced to meet ADA standards
- ▼ Lack of Recovery Zone adjacent to existing ribbon curb due to drop-offs/erosion. The existing project area will be field reviewed and a viable option will be agreed upon. Possible options include raised curb, paved shoulder or grass shoulder.
- ▼ Lack of Adequate Roadway Lighting within the project area. The existing project area will be field reviewed and lighting options will be proposed by our team to meet current FDOT standards

Project Management

The Volkert Team consistently follows four values to ensure the results for each project is successful resulting in Volkert becoming their client's Consultant of Choice:

- *Purpose* • *Focus* • *Vision* • *Communication*

We do this consistently through:

- ▼ Listening to Our Client's Need
- ▼ Understanding our Client's Priorities
- ▼ Producing for Our Clients
- ▼ Following up with Our Clients.

Mike Warnke, PE, ENV SP is Volkert's Project manager that will be responsible for the management of the project and team as well as he will serve as the primary contact for the City of Destin and coordinate with FDOT. He will engage each key team members from the initial project kickoff meeting with clients to the final delivery of construction documents. He will coordinate with all of the team members that will be required to complete any task assigned for the project. Upon approval and notice to proceed by the client, a project kickoff meeting for team members that defines design requirements, budget requirements, construction requirements, site conditions and other physical and owner administrative constraints will occur. Additionally, during this meeting, the team will be informed concerning the file storage locations of the central guidelines, manuals, calculations, and drawings as well as where all new data will be stored for quick job access. Checklists for the various types of work will be presented and procedures will be drafted and posted to allow all project team members to have a clear understanding of their roles and responsibilities for the project. Prior to initiating the design, the task leader or design staff leaders will review with a peer, his/her plan of attack for completing the design and the options that have been considered including the advantages and disadvantages of each of these options.

Once the initial design review/discussion is completed the plan of attack for completing the design will be finalized and will be used to develop the final plans and construction documents. Through experience, Volkert has determined that the peer review process helps us complete successful projects.

This process is repeated for all aspects of the design. By giving early and thorough consideration to all options for the design, errors are minimized, and the final product is a well-thought out functional design. Throughout this process, coordination with designated representatives from the City of Destin and FDOT will be ongoing and Volkert will provide monthly project status reports.

Schedule Controls

To provide timely delivery, Mr. Warnke will develop a project schedule to track tasks, permitting activities, document preparation and delivery. Prior to beginning we will meet with the client to determine critical dates required for the project schedule. After acceptance of the schedule and during the design process, the schedule will be reviewed for project progress and the project schedule will be updated, this will be included with the monthly project status report. Tracking progress against the project's calendar will allow for additional resources to be utilized in the event additional efforts are required. The project manager will provide schedule updates to designated representatives from the City of Destin and FDOT including any schedule issues and remediation efforts that are underway to fix.

Quality Control

Volkert has developed and utilizes a robust quality control program for all projects. Our proven Quality Control Process engages peer professionals who will evaluate and review all deliverables produced by the Volkert team (including deliverables produced by subconsultants). The project specific Quality Assurance plan, that will be developed after the project kick-off, will detail the steps required for all documentation; client and team communication; and contract, schedule, and budget compliance reviews. The initial QA/QC reviews will be completed by **Scott Golden, PE**. He will be responsible for improving the QA/QC checklists as required for continuous improvement of the process; and is tasked with making current checklists available to Quality Assurance Team Members. Utilizing his years of engineering experience, he will review the projects design aspects, calculations and deliverables for conformance to applicable design standards. Additional constructability review during this process may be completed by **Fred Brown, PE**. Fred's 15 years in construction will allow him to confirm the constructability of the proposed project. Utilizing the formal quality control efforts defined at the beginning of the project, each team member will have access to all comments in order to minimize the duplication of comments and efforts. This comment response process is documented through the life of the project. Volkert's documentation for the project decisions made and how they are determined will be clearly known and coordinated. We will keep the city aware of the issues and the steps that were taken to resolve them. These in-house quality review procedures and detailed checklists will be used to produce a quality set of plans for the Airport Road Signing and Pavement Marking FDOT LAP Project and to minimize the comments from the City, FDOT and Permitting Agencies.

Why Choose The Volkert Team ?

As demonstrated in these 20 pages Volkert has the capacity and experience to complete signing and pavement marking plans for the City of Destin in accordance with the project requirements. Our extensive experience in Northwest Florida with roadway, signage and striping projects both for the FDOT and local municipalities will serve the City of Destin well and allow us to complete this project on time and within budget. We look forward to working with the City of Destin on this and future projects.

Client#: 25392

VOLKINCO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2018

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Katie Kresner	
		PHONE (A/C, No, Ext): 770.552.4225	FAX (A/C, No): 866.550.4082
		E-MAIL ADDRESS: Katie.Kresner@greyling.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Zurich American Insurance Co	16535
		INSURER B : Travelers Prop Casualty Co of America	25674
		INSURER C : Lexington Insurance Company	19437
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED
Volkert, Inc.
11 N. Water Street Ste 18290
Mobile, AL 36602

COVERAGES

CERTIFICATE NUMBER: 18-19

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			GLO013838004	11/01/2018	11/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAP013837904	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			ZUP91M6938718NF	11/01/2018	11/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
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	N/A	WC013838104	11/01/2018	11/01/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			027015038	07/28/2018	07/28/2019	Per Claim \$2,000,000 Aggregate \$2,000,000

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

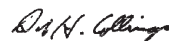
CERTIFICATE HOLDER

CANCELLATION

Sample Certificate

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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State of Florida

Department of State

I certify from the records of this office that VOLKERT, INC. is an Alabama corporation authorized to transact business in the State of Florida, qualified on December 15, 1986.

The document number of this corporation is P13159.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on February 19, 2018, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Nineteenth day of February,
2018*



Ken Detjen
Secretary of State

Tracking Number: CC9840456059

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

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

State of Florida

Department of State

I certify from the records of this office that ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC. is a corporation organized under the laws of the State of Florida, filed on December 31, 1991, effective January 1, 1992.

The document number of this corporation is V03297.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 4, 2018, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2018*



Ken Detjen
Secretary of State

Tracking Number: CC0371600184

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

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



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

June 26, 2018

Guy O'Connor, Vice President
VOLKERT, INC.
11 North Water Street, Suite 18290
Mobile, Alabama 36602

Dear Mr. O'Connor:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel
- 4.2.3 - Major Bridge Design - Segmental

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.2 - Movable Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

- Group 8 - Survey and Mapping
 - 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
 - 10.5.1 - Major Bridge CEI - Concrete
 - 10.5.2 - Major Bridge CEI - Steel
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
 - 13.7 - Transportation Statistics
- Group 21 - Acquisition, Negotiation, Closing, and Order of Taking
- Group 24 - Acquisition Relocation Assistance
- Group 25 - Right of Way Clearing and Leasing

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2019 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
162.57%	115.50%	0.548%	Reimbursed	No	6.69%	13.56%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

June 19, 2018

Judith Hayden, President
ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.
104 North Magnolia Drive
Tallahassee, Florida 32301

Dear Ms. Hayden:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

3.1 - Minor Highway Design



Group 9 - Soil Exploration, Material Testing and Foundations

9.1 - Soil Exploration

9.2 - Geotechnical Classification Laboratory Testing

9.3 - Highway Materials Testing

9.4.1 - Standard Foundation Studies

9.4.2 - Non-Redundant Drilled Shaft Bridge Foundation Studies

9.5 - Geotechnical Specialty Laboratory Testing

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2019 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Published Fee Schedule
215.58%	4.610%	Excluded	No	11.47%	Yes

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR: Volkert, Inc.

Business Name

By: Shawn Justice
Signature

Name: Shawn Justice, PE
Printed

Title: Vice President
Printed

Date: 12/21/2018

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to City of Destin
(print name of the public entity)

by Shawn Justice, PE, Vice President - NW Florida Operations
(print individual's name and title)

for Volkert, Inc.
(print name of entity submitting sworn statement)

whose business address is

14101 Panama City Beach Parkway, Suite 190 Panama City Beach, FL 32413

and (if applicable) its Federal Employer Identification Number (FEIN) is:
63-0247014

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a 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 record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. 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 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 person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. 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 any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the 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.

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

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Shawn Justice
(Signature)

Sworn to and subscribed before me this 21st day of December, 20018

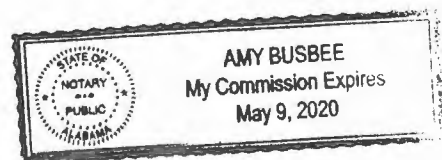
Personally known ☒
OR produced identification ☐

Amy Busbee
Notary Public - State of Alabama

My commission expires 5-9-2020

(Type of identification)

(Printed typed or stamped commissioned name of notary public)



Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
Volkert, Inc. does:

Name of Business

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:



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

As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Shawn Justice

Offeror's Signature

12/21/2018

Date _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Volkert, Inc.
Name of Consultant

By: _____ Shawn Justice, PE

12/21/2018
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Volkert, Inc.

By: Shawn Justice, PE

Date: 12/21/2018

Title: Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Volkert, Inc.

By: Shawn Justice, PE Date: 12/21/2018

Authorized Signature: 

Title: Vice President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?

YES ☐ NO ☒

If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known: Volkert, Inc. 14101 Panama City Beach Parkway, Ste 190 Panama City Beach, FL 32413 Congressional District, if known: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____ _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Shawn Justice</u> Print Name: <u>Shawn Justice, PE</u> Title: <u>Vice President</u> Telephone No.: <u>850-247-8673</u> Date (mm/dd/yyyy): <u>12/21/2018</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

ADDENDUM #1

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATION (RFQ) NO. 18-15-PS
AIRPORT ROAD SIGNING AND PAVEMENT
MARKING PROJECT
DECEMBER 7, 2018**

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

Clarification:

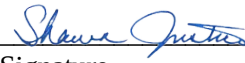
Inquiry Deadline: Thursday, December 20, 2018 at 5:00 P.M. CT
Opening Date: Thursday, December 27, 2018, 2:00 P.M. CT

END OF ADDENDUM #1

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

Receipt of Addendum #1 is hereby acknowledged:

Shawn Justice, PE, Vice President
Print Name


Signature

12/21/2018
Date

ADDENDUM #2

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATION (RFQ) NO. 18-15-PS
AIRPORT ROAD SIGNING AND PAVEMENT
MARKING PROJECT
DECEMBER 11, 2018**

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

Clarification:

Exhibit B

ROAD SAFETY AUDIT Airport Road, From Main Street to SR 30 (US 98), Destin, Okaloosa County, FL

Opening Date is still Thursday, December 27, 2018, 2:00 P.M. CT

END OF ADDENDUM #2

A copy of this Addendum #2 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum #1 is hereby acknowledged:

Shawn Justice, PE, Vice President
Print Name


Signature

12/21/2018
Date

VOLKERT

TRANSPORTATION ▼ ENERGY ▼ WATER ▼ ENVIRONMENT



**Gortemoller
Engineering, Inc.**



REQUEST FOR QUALIFICATIONS

Airport Road Signing and Pavement Marking Project

FPID 421993-2-38-01

RFQ# 18-15-PS

COPY

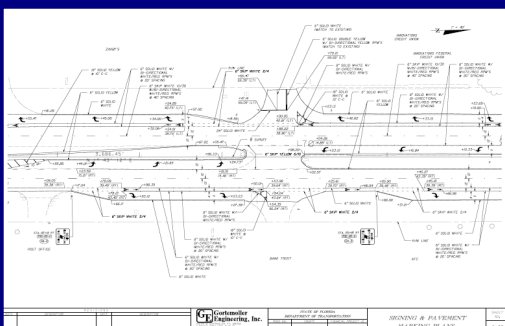
Prepared For:

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

DECEMBER 27, 2018

Submitted By:

**Gortemoller Engineering, Inc.
708 Thomas Drive
Panama City Beach, FL 32408
P. (850) 249-2425
Dexter M. Gortemoller, P.E.**





LETTER OF RESPONSE.....	1
ORGANIZATION AND STAFFING.....	2
EXPERIENCE OF FIRM.....	3
FIRM AVAILABILITY.....	4
APPROACH TO PROJECT/UNDERSTANDING.....	5
FORMS AND DOCUMENTATION	6



December 14, 2018

Mr. Rey Bailey – City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

**Re: RFQ 18-15-PS – Airport Road Signing and Pavement Marking Project
FPID 421993-2-38-01**

Dear Mr. Bailey,

On behalf of **Gortemoller Engineering (GE)**, I am excited to re-submit this Proposal Package for the referenced project. **GE**, an FDOT certified Small Business Firm (SBE), was founded in 2002 in Panama City Beach and we are equipped with an experienced staff of engineering professionals that all live in the greater Panama City area. **GE** has been providing Transportation Design Services throughout Northwest Florida for the last 12 years for the Florida Department of Transportation, Bay County, the City of Panama City, and the City of Panama City Beach. We have served as a Prime Consultant on over 67 miles of roadway widening, shared use paths, and resurfacing projects throughout Northwest Florida. Included in these projects are our recent engineering services for FDOT on SR 20 and SR 85 in Walton County. We have accelerated schedules to meet our client's needs and never missed a letting date. We more than understand how to meet the City's needs for this project, as we have designed Signing and Pavement Markings for hundreds of lane miles throughout Northwest Florida.

As with all of our projects, **GE** takes pride in developing the most qualified team for every project. For this Contract, we selected the services of **Southeastern Surveying and Mapping Corp. (SSMC)**, **Southern Earth Sciences, Inc. (SESI)**, and **Cypress Environmental of Bay County, LLC (CE)**, a Florida State Certified Women-Owned Business (WBE). We are confident that with their previous project experience and **GE's** transportation design background, there is no doubt that this is the most qualified team for this project.

We are greatly appreciative of the opportunity to be considered for this important contract and look forward to working with the City of Destin. You have my personal commitment that the **GE Team** will do everything possible to provide a level of responsiveness and dedication that will exceed the City's performance expectations.

Sincerely,
Gortemoller Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'Dexter M. Gortemoller', with a long horizontal flourish extending to the right.

Dexter M. Gortemoller, MBA, P.E.
LEED AP
President
dgortemoller@gorteng.com

**708 Thomas Drive
Panama City Beach, Florida 32408
(850) 249-2425 – www.gorteng.com**



ABILITIES AND CAPABILITIES OF KEY PERSONNEL

Experience and diversity is one of **GE's** most distinguishing characteristics. Many firms can claim that they or their staff have been exposed to various elements of civil engineering and construction which lead to overall

"Gortemoller's work has been completed in a timely, competent, professional, and cost-efficient manner and I would recommend them for anyone's engineering service needs."

Dale Cronwell, P.E. - City Engineer
City of Panama City, FL

project wide experience; however, **GE** and their Team can claim that have developed, designed, managed, and constructed large scale civil engineering projects from beginning to end and have the track record to prove it. The Key Personnel of the in-house **GE Team** has just over 74 years of combined industry and project experience to apply to the **City's** project.



Mr. Dexter M. Gortemoller, M.B.A., P.E. is the principal and president of **GE** and will serve as the Principal for the services that **GE** provides to the **City** under this contract. With over 22 years of experience in the industry, and his extensive knowledge with civil engineering projects, Dexter's role as Senior Project Engineer will be to ensure that **GE** provides the quality, timeliness, and delivery of their work to the **City** that he has proven to excel at.

Mr. Gortemoller has been involved in design, permitting, and construction for numerous projects throughout Northwest Florida. He has experience on large infrastructure projects including the Thomas Drive Interchange and reconstruction of SR 79 to four lanes from Back Beach Road to West Bay. In 1999, Mr. Gortemoller worked with FDOT on Enhancement Projects (sidewalks, multiuse trails) in Northwest Florida. He coordinated with local governments on their grant applications and developed Project scope and long range construction estimates. More recently with Gortemoller Engineering, Mr. Gortemoller served as Project Manager/Engineer of Record for SR 85 in Walton County, SR 388 West Bay Parkway Sign & Pavement Markings, SR 389 (East Avenue) 3R in Panama City, SR 30E in Gulf County and 12th Street Drainage Project. He has provided services to FDOT District 3 for the past 11 years on over 100 miles of resurfacing and signing and striping roadway projects. In addition, Mr. Gortemoller is certified in FDOT's Advanced Maintenance of Traffic program, as well as, the Florida Department of Environmental Quality Stormwater Management Inspection program.

Mr. Gortemoller will be available to the project staff to provide effective oversight, when needed, and to assist them with any issues that may arise. **Mr. Gortemoller is 100% available to serve in this "as needed" supporting project role** and Dexter's complete resume is enclosed at the end of this Section



Ms. Heather Weber, P.E., of **GE**, has over 12 years of experience in the areas of project management, roadway design, sign and pavement markings, site design, traffic analysis, stormwater management and drainage system design, and permitting for a variety of projects. Ms. Weber will serve the **GE Team** as a Senior Project Engineer. She has a knack for detail and is very eager for new challenges. Her recent project experience includes signing and pavement markings design for SR 388 in Bay County, SR 30E in Gulf County for FDOT, SR 10 in Jackson County for FDOT, and SR 389 in Panama City for FDOT.

Ms. Weber is currently working on four (4) FDOT design projects which consist of signing and striping for SR 4 in Santa Rosa County, SR 63 near Tallahassee, a 12-mile Shared Use Path along SR 30 in Wakulla County, and the signalization design for the improvements and widening of SR 22 in Bay County. Heather's work load from these current projects will be reduced at the end of 2018 at which time **her availability for this project will be 65%**.

Heather's complete resume is enclosed at the end of this Section.



ABILITIES AND CAPABILITIES OF KEY PERSONNEL (Cont.)



Ms. Nancy Newell, P.E. of **GE** has over 4 years of experience in the areas of roadway design, drainage system design and utility coordination for a variety of projects. Recent project responsibilities include heading up the Utility Coordination for a number of large projects in Bay County including Gulf Coast Parkway and SR 22 Reconstruction. Ms. Newell will serve the **GE** Team as a Project Engineer.

Ms. Newell is currently working on multiple FDOT design projects, some of which include SR 61 in Tallahassee, the widening of SR 30 in Walton County, SR 4 in Santa Rosa County, a 12-mile Shared Use Path along SR 30 in Wakulla County, and the improvements and widening of SR 22 in Bay County. Nancy's work load

from these current projects will be reduced at the end of 2018 at which time **her availability will be 75%**.

Nancy's complete resume is enclosed at the end of this Section.



Mr. Blake Furbee, E.I. of **GE** has over 3 years of experience in the areas of site design, stormwater management and drainage system analysis and design, traffic analysis, constructability review, quality control, sewage collection and water distribution design, and permitting for a variety of development projects. Mr. Furbee will serve the **GE** Team as a Engineer.

Blake's availability to support the City and the **GE team in aforementioned role is 65%** and will vary dependent upon assigned project tasks.

Mr. Furbee's complete resume is enclosed at the end of this Section.



Mr. David Miller, E.I. of **GE** has over 2 years of experience in the areas of roadway design, sign and pavement markings, site design, traffic analysis, stormwater management and drainage system design for a variety of projects. Mr. Miller will serve the **GE** Team as a Engineer.

David's availability to support the City and the **GE team in aforementioned role is 75%** and David's role will vary dependent upon assigned project tasks.

Mr. Miller's complete resume is enclosed at the end of this Section.



Mr. Jeremy Brooks, E.I. of **GE** has over 2 years of experience in the areas of geotechnical design, signing & pavement markings, signalization, and intelligent transportation systems design for a variety of projects across northwest Florida. Mr. Brooks will serve the **GE** Team as a Engineer.

Jeremy's availability to support the City and the **GE team in aforementioned role is 75%** and will vary dependent upon assigned project tasks.

Mr. Brooks's complete resume is enclosed at the end of this Section.



ABILITIES AND CAPABILITIES OF KEY PERSONNEL (Cont.)



Mr. Thomas Mead, P.S.M./P.L.S. of Southeastern Surveying and Mapping (**SSMC**) has more than 34 years of Professional Surveying and Mapping Services experience. Thomas is responsible for project coordination and scheduling field and office personnel for a variety of survey projects both private and public. Thomas has extensive experience in all aspects of Surveying and Mapping services including Topographic Surveys, Boundary Surveys, Right-of-Way Surveys, As-Built Surveys, Construction layout, Control Surveys, Hydrographic Surveys, Wetland

Delineation Surveys, Quantity Surveys, Land Platting and Special Purpose Surveys of Miscellaneous Services, and most importantly, the successful completion of numerous projects of these types of task assignments. Thomas's complete resume is enclosed at the end of this Section.



Mr. Logan Fowler, P.E. of Southern Earth Sciences, Inc. (**SESI**) has more than 8 years of Professional Geotechnical Engineering experience. He has performed numerous geotechnical investigations providing support to the geotechnical engineers of record in classification of soils, coordination of laboratory testing, engineering calculations, and coordinating field exploration. His daily activities include geotechnical evaluation and calculations, preparing project scope and cost proposals, site visits, oversight of drill crews, and project management. Logan is the Panama City Beach Branch Manager and he will serve as the Geotechnical Engineer of Record on this contract. Logan's complete resume is enclosed at the end of this Section.



Bethany Womack of Cypress Environmental of Bay County, LLC (**CE**) has more than 20 years of technical experience consisting of state and federal regulatory experience in land use planning, environmental resource permitting, and compliance/enforcement resolution particularly in Florida and throughout the Southeast. Federal experience includes both Section 10 (permitting in navigable waters) and Section 404 (wetlands dredge and fill) permitting, compliance, and enforcement issues involving the US Army Corps of Engineers, as well as, the US Environmental Protection Agency. Our range of clients includes private sector entities such as private individual land owners, single family residential owners, real estate professionals, and commercial developers, as well as, public sector entities, such as state, county and city governments. Bethany's complete resume is enclosed at the end of this Section.

STAFFING PLAN

GE's approach to this contract will be to serve as an extension of the **City**. Key personnel from each firm on the **Contract Team** will work closely with the **City's** staff and become fluent their methods and expectations. As a result of these relationships, **GE** will be able to truly function as an extension of the **City** by coordinating directly with the key staff from the different functional areas. Utilizing a simple three step approach, **GE** will produce a quality product that is on time and within budget.

These three basic steps are:

- 1) Review the Task Order/Project and Assess Existing Conditions
- 2) Coordinate, Communicate, and Identify Responsible Tasks
- 3) Produce, Delivery, and Monitor all Work Product

Coordinate, Communicate, and Identify Responsible Tasks

The key to the successful completion of any project is coordination and communication. The technical aspects of most projects are not excessively difficult, but will require a team that knows and understands how to effectively communicate and coordinate with the **City**, as well as, other stakeholders, government agencies, and the **City's** partners. Coordinating effectively with these parties will allow **GE** to become even more familiar with any areas of concern that would require special attention during the project process. In addition, this step in **GE's** approach to the contract will include the assignment of responsibilities and allocation of resources to ensure that all members of the **GE Contract Team** are under contract, aware of the full extent of the scope and intent for each Task, and have been assigned the necessary resources and responsibilities required to execute the assigned tasks.



22 Years Experience (15 Years with GE)

Education:

Masters in Business Administration

Florida State University
Panama City, Florida 2002

BS Civil Engineering

Florida State University
Tallahassee, Florida 1996

Registrations:

Professional Engineer: Florida No. 56785 Alabama No. 24366 Georgia No. 027477

FDOT State Environmental Management Office: Certified Traffic Noise Analyst

FHWA Traffic Noise Model 2.5

FDOT Advanced Maintenance of Traffic

FDOT Specifications Package Preparation Training

Florida DEP Qualified Stormwater Management Inspector, No. 893

Experience:

Mr. Gortemoller has more than twenty years of experience in the areas of project management, roadway design, traffic analysis, sign and pavement markings, signalization, site design, stormwater management and drainage system design, sewage collection and water distribution system design, permitting, and construction administration for a variety of development projects. The projects range from single-family residential, commercial mixed-use developments to roadway widening and major interchanges. Below is a list of Mr. Gortemoller's relative project experience including responsibilities.

- **State Road 81 from the Walton County Line to the Alabama State Line, FDOT District Three, Holmes County, Florida:** Engineer of Record and Project Manager for 21.5 mile 3R project in Holmes County. Project highlights include coordination and inclusion of Truck Pull Off Lanes for FHS&MV Commercial Vehicle Enforcement and right turn lane for Sunrise Drive. Included the relocation of a roadway light at Sunrise Drive entrance to a Rest Area and Ponce De Leon Operations.
- **State Road 85 from Okaloosa County Line to Alabama State Line in Walton County, FDOT District Three:** Engineer of Record and Project Manager for 4.25 mile 3R project in rural Walton County. Project highlights include drainage improvements and roadside improvements at Harrison Curve.
- **State Road 30/61 (US 98/319) from Boykin Road to State Road 369, FDOT District Three, Wakulla County, Florida:** Project Manager and Engineer of Record for the 7.3 mile 3R project in Wakulla County. Project highlights include the "goes with" adjacent 7.3 mile 3R Project, safety upgrades at Medart Elementary School and ADA improvements at Arran Road and SR 61 intersection.
- **State Road 30E from State Road 30A to St. Joe buffer Preserve in Gulf County, FDOT District Three:** Engineer of Record and Project Manager for 4.17 mile 3R project in rural Gulf County. Project highlights include road widening and shoulder construction.
- **Jenks Avenue Widening and Reconstruction from 23rd Street to Baldwin Avenue, City of Panama City –** Project Manager and Engineer of Record for Signalization and Sign & Pavement Markings for the approximate 1.0 mile widening project in Panama City, FL. The project consists of the reconstruction and widening of Jenks Avenue from 2 lanes to 5 lanes.
- **State Road 389 (East Avenue) from SR 30 (US 98B) to SR 75 (US 231), FDOT District Three, Bay County, Florida:** Engineer of Record and Project Manager for 2.98 mile 3R project in Bay County. Project highlights include addition of Pedestrian Signal Heads at US 98, miscellaneous safety improvements and drainage improvements.
- **State Road 388 West Bay PKWY. from State Road 79 to East of North West Florida Beaches International Airport, FDOT District Three, Bay County, Florida:** Engineer of Record for Sign & Pavement markings for the 4.3 mile new alignment/ widening suburban facility. Project highlights include two lane roundabout design, coordination with Northwest Florida Beaches International Airport (ECP) entrance and a 12' shared use path.





13 Years Experience (13 Years with GE)

Education:

BS Civil Engineering
Florida State University
Panama City, Florida 2005

Training:

FDOT Advanced Maintenance of Traffic
FDOT Specifications Package Preparation Training

Project Experience:

Registrations:

Professional Engineer: Florida No. 80458



Ms. Weber has thirteen years of experience in the areas of project management, roadway design, traffic analysis and design, stormwater management and drainage system design, and permitting for a variety of development projects. Below is a list of major projects including responsibilities.

- **State Road 81 from the Walton County Line to the Alabama State Line, FDOT District Three, Holmes County, Florida:** Project Engineer for 21.5 mile 3R project in Holmes County. Project highlights include coordination and inclusion of Truck Pull Off Lanes for FHS&MV Commercial Vehicle Enforcement and right turn lane for Sunrise Drive.
- **State Road 85 from the Okaloosa County Line to the Alabama State Line, FDOT District Three, Walton County, Florida:** Project Engineer for 4.24 mile 3R project in Walton County. Project highlights include safety improvements to Harrison Curve, drainage improvements and reconstructing bridge joints.
- **State Road 20 From SR 81 to the Choctawhatchee River Bridge, FDOT District Three, Walton County, Florida:** Engineer of Record for signing and pavement markings and drainage for the 4.1 mile 3R project in Walton County. Project highlights include the resurfacing of existing travel lanes and shoulders, and the lining of an 84" x 108" arch cross drain.
- **State Road 30 (US 98/Coastal Highway) Shared Use Path from State Road 61 (US 319) Crawfordville Highway to the St. Marks Trail, FDOT District Three, Wakulla County, Florida:** Engineer of Record for the 12.1 mile Shared Use Path project in Wakulla County for CRTPA. Project highlights include designed under four separate projects and let to bid as "goes with " under a single contract, significant coordination with trees and wildflowers, boardwalk construction and drainage.
- **State Road 30E from State Road 30A to St. Joe buffer Preserve in Gulf County, FDOT District Three** Project Engineer for 4.17 mile 3R project in rural Gulf County. Project highlights include road widening and shoulder construction.
- **State Road 389 (East Avenue) from SR 30 (US 98B) to SR 75 (US 231), FDOT District Three, Bay County, Florida:** Project Engineer for 2.98 mile 3R project in Bay County. Project highlights include addition of Pedestrian Signal Heads at US 98, miscellaneous safety improvements and drainage improvements.
- **State Road 388 West Bay PKWY. from State Road 79 to East of North West Florida Beaches International Airport, FDOT District Three, Bay County, Florida:** Project Engineer for Sign & Pavement markings for the 4.3 mile new alignment/ widening suburban facility. Project highlights include two lane roundabout design, coordination with Northwest Florida Beaches International Airport (ECP) entrance and a 12' shared use path.
- **State Road 77 from SR 75 (US 231) to the Bailey Bridge, FDOT District Three, Bay County, Florida:** Project Engineer for Sign & Pavement Markings for 5 mile 3R project in Panama City and Lynn Haven, Florida.



5 Years Experience (4 Years with GE)

Education:

BS Civil Engineering
Auburn University
Auburn, Alabama 2012

Registrations:

Professional Engineer: Florida No. 85057
FDOT Advanced Maintenance of Traffic
FDEP Qualified Stormwater Management
Inspector, No. 33313

Project Experience:

Ms. Newell has experience in the areas of roadway design, drainage system design and utility coordination for a variety of development projects. Below is a list of major projects including responsibilities.



- **State Road 81 from the Walton County Line to the Alabama State Line, FDOT District Three, Holmes County, Florida:** Design Engineer for 21.5 mile 3R project in Holmes County responsible for drainage analysis and utility coordination. Performed cross drain analysis in flooding areas on existing cross drains throughout the project limits. Project highlights include coordination and inclusion of Truck Pull Off Lanes for FHS&MV Commercial Vehicle Enforcement and right turn lane for Sunrise Drive.
- **State Road 20 From SR 81 to the Choctawhatchee River Bridge, FDOT District Three, Walton County, Florida:** Design Team Member for the 4.1 mile 3R project in Walton County. Responsible for utility coordination. Project highlights include the resurfacing of existing travel lanes and shoulders.
- **State Road 30/61 (US 98/319) from Boykin Road to SR 369, FDOT District Three, Wakulla County, Florida:** Design Engineer for the 7.3 mile 3R project in Wakulla County. Project highlights include safety upgrades at Medart Elementary School and intersection improvements.
- **State Road 30E (Cape San Blas Road) from SR 30A to St Joseph Bay Buffer Preserve, FDOT District Three, Gulf County, Florida:** Design team member for 4.17 mile 3R project in rural Gulf County. Project highlights include road widening and shoulder construction.
- **State Road 30 (US 98/Coastal Highway) Shared Use Path from State Road 61 (US 319) Crawfordville Highway to the St. Frances Street, FDOT District Three, Wakulla County, Florida:** Design Engineer for the 1.4 mile Shared Use Path project in Wakulla County. This project was constructed with two adjacent connecting projects as a "goes with". Project highlights include full use of right of way in order to get trail as far from US 98 as possible. There was significant effort to minimize impacts to significant trees within the alignment of the Shared Use Path. Extensive coordination with the adjacent SR 61 Intersection project including constructing the first 1400 linear feet within the intersection project.
- **State Road 30 (US 98/Coastal Highway) Shared Use Path from St. Frances Street to Horttor Greene Road, FDOT District Three, Wakulla County, Florida:** Design Engineer for the 3.3 mile Shared Use Path project in Wakulla County. This project was constructed with two adjacent connecting projects as a "goes with". Project highlights include full use of right of way in order to get trail as far from US 98 as possible. There was significant effort to minimize impacts to significant trees within the alignment of the Shared Use Path. Project included two boardwalks to minimize impacts to wetlands.
- **State Road 30 (US 98/Coastal Highway) Shared Use Path from Horttor Greene Road to Davisville Way, FDOT District Three, Wakulla County, Florida:** Design Engineer for the 3.9 mile Shared Use Path project in Wakulla County. This project was constructed with two adjacent connecting projects as a "goes with". Project highlights include full use of right of way in order to get trail as far from US 98 as possible. There was significant effort to minimize impacts to significant trees within the alignment of the Shared Use Path including designing around 72" live oak.



6 Years Experience (6 Years with GE)

Education:

BS Civil Engineering

Florida State University, PC
Panama City, Florida 2015

Registrations:

Engineering Intern: Florida No. 1100019825
FDEP Qualified Stormwater Management
Inspector, No. 33312



Project Experience:

Mr. Furbee has experience in the areas of site design, stormwater management and drainage system analysis and design, traffic analysis, constructability review, quality control, sewage collection and water distribution design, and permitting for a variety of development projects. Below is a list of major projects including responsibilities.

- **Tyndall AFB SPUI Design-Build, Bay County, Florida:** Design engineer for the stormwater management design of the overpass design-build project on State Road 30 associated with the Tyndall AFB access gates. The project includes stormwater treatment and attenuation design to meet FAA Circular Bird Airstrike Hazard (BASH) and Environmental Resource Permit (ERP) requirements with limited right of way for stormwater conveyance and treatment as well as the existence of relatively flat topography creating conveyance difficulties for the project. The project requires extensive coordination with Northwest Florida Water Management District for the permissibility of the project's stormwater design. Highlights include significantly reducing the cost of the drainage construction through innovative conveyance and treatment design and significantly improving downstream conditions for a Tyndall AFB drainage system by capturing and treating a previously uncontrolled and untreated basin.
- **State Road 81 from the Walton County Line to the Alabama State Line, FDOT District Three, Holmes County, Florida:** Design team member for the 21.5 mile 3R project in Holmes County assisting with the review of the existing conditions of the drainage system and roadway conditions. Project highlights include drainage improvements and reconstructing bridge joints.
- **State Road 61 from Boykin Road to State Road 369, FDOT District Three, Wakulla County, Florida:** Design team member for the 7.3 mile 3R project in Wakulla County assisting with the review of the existing drainage conditions, roadway conditions, and existing intersection design along the project corridor. Highlights include the resurfacing of existing travel lanes and shoulders.
- **State Road 30 (US 98) from State Road 61 (US 319) Crawfordville Highway to the St. Marks Trail, FDOT District Three, Wakulla County, Florida:** Design team member for the 12.1 mile Shared Use Path Construction Project in Wakulla County assisting with the review of the existing drainage conditions, existing conditions of the proposed path, drainage basin delineation, and cross drain analysis for the project corridor. Project highlights include the construction of the shared use path as well as drainage design and analysis.
- **State Road 30 (US 98/Coastal Highway) Shared Use Path from Davisville Way to the St. Marks Trail, FDOT District Three, Wakulla County, Florida:** Design Engineer for the 3.5 mile Shared Use Path project in Wakulla County. This project was constructed with one adjacent connecting project as a "goes with". Project highlights include full use of right of way in order to get trail as far from US 98 as possible. There was significant effort to minimize impacts to significant trees within the alignment of the Shared Use Path. Design was revised in order to minimize impacts to St. Marks Powder operations.



3 Years Experience (2 Years with GE)

Education:

BS Civil Engineering

Florida State University
Panama City, Florida 2016

Project Experience:

Mr. Miller has experience in the areas of roadway design, sign & pavement markings, and site design for a variety of development projects. Below is a list of major projects including responsibilities.



- **State Road 20 From SR 81 to the Choctawhatchee River Bridge, FDOT District Three, Walton County, Florida:** Design Team Member for the 4.1 mile 3R project in Walton County. Responsible for signing and pavement markings. Project highlights include the resurfacing of existing travel lanes and shoulders.
- **State Road 30/61 (US 98/319) from Boykin Road to State Road 369, FDOT District Three, Wakulla County, Florida:** Design team member for 7.3 mile 3R project in Wakulla County. Project highlights include the resurfacing of existing travel lanes and shoulders.
- **State Road 4 From the Escambia River Bridge to CR 87A, FDOT District Three, Santa Rosa County, Florida:** Design Team Member for the 8.8 mile 3R project in Santa Rosa County. Responsible for signing and pavement markings. Project highlights include the resurfacing of existing travel lanes and shoulders.
- **State Road 71 from White City Bridge to Pine Street, FDOT District Three, Gulf County, Florida:** Design team member for the 15.6 mile Resurfacing project in Gulf County. Responsible for signing and pavement markings. Project highlights include the resurfacing of existing travel lanes and shoulders.
- **State Road 30 (US 98/Coastal Highway) Shared Use Path from State Road 61 (US 319) Crawfordville Highway to the St. Frances Street, FDOT District Three, Wakulla County, Florida:** Design Team Member for the 1.4 mile Shared Use Path project in Wakulla County for CRTPA. Project highlights include designed under four separate projects and let to bid as "goes with " under a single contract, along with significant coordination with trees and wildflowers.
- **State Road 30 (US 98/Coastal Highway) Shared Use Path from St. Frances Street to Horttor Greene Road, FDOT District Three, Wakulla County, Florida:** Design Team Member for the 3.3 mile Shared Use Path project in Wakulla County for CRTPA. Project highlights include designed under four separate projects and let to bid as "goes with " under a single contract, along with significant coordination with trees and wildflowers.
- **State Road 30 (US 98/Coastal Highway) Shared Use Path from Horttor Greene Road to Davisville Way, FDOT District Three, Wakulla County, Florida:** Design Team Member for the 3.9 mile Shared Use Path project in Wakulla County for CRTPA. Project highlights include designed under four separate projects and let to bid as "goes with " under a single contract, along with significant coordination with trees and wildflowers.
- **State Road 30 (US 98/Coastal Highway) Shared Use Path from Davisville Way to the St. Marks Trail, FDOT District Three, Wakulla County, Florida:** Design Team Member for the 3.5 mile Shared Use Path project in Wakulla County for CRTPA. Project highlights include designed under four separate projects and let to bid as "goes with " under a single contract, along with significant coordination with trees and wildflowers.



2 Years Experience

Education:

BS Civil Engineering

Florida State University
Panama City, Florida 2015

Registrations:

Florida Engineering Intern No. 1100019219

Experience:

Mr. Brooks has experience in the areas of drainage design, geotechnical design, sign & pavement markings, signalization, and intelligent transportation systems design for a variety of projects. Mr. Brooks' geotechnical design experience includes single unit residential developments, commercial developments, stormwater water management systems, and roadways from low traffic residential roads to 2 lane collector roads. Mr. Brooks' sign & pavement markings experience is mostly management of Bay County's Annual Restriping and the Maintenance and Installation of the signage around the county. Mr. Brooks' experience in signalization comes from employment as the Traffic Operations Engineer in Bay County. This included signal timings, intersection layout, and signal operations. Mr. Brooks' experience in Intelligent Transportation Systems (ITS) come from involvement with maintenance and upgrades to Bay County's ITS. This included networking equipment maintenance and installation, fiber optic cable inspection, and installation of new traffic cameras, travel time sensors, and switches. Mr. Brooks' drainage design experience is from working on Florida Department of Transportation (FDOT) projects.

Recent Project Experience:

- **Coastal Bike Trail, Wakulla County, Florida:** Assisted in drainage design for the project. The project included multiple cross drain extensions, design of new storm drain systems, modification of existing storm drain systems, multiple side drain replacements, and ditch modifications.
- **Quincy Loop Bypass South PD&E, Gadsden County, Florida:** Assisted in drainage design for the project. The project included preliminary stormwater pond analysis, multiple cross drains, design of new storm drain systems, side drain design, and ditch design. The project also included floodplain impact analysis and compensation design.
- **Tyndall AFB SPUI Design-Build, Bay County, Florida:** Assisted in drainage design for the project. The project included stormwater pond analysis, cross drain extensions, design of new storm drain systems, side drain design and modifications, and ditch design.
- **Walton Bridge Road, Walton County, Florida:** Geotechnical Design team member for the 4.4 mile Roadway Construction project in Walton County. Responsible for coordinating geotechnical exploration, geotechnical testing, and pavement design.
- **County Road 181 and 181C, Walton County, Florida:** Geotechnical Design team member for the 5.7 mile Resurfacing project in Walton County. Responsible for coordinating geotechnical exploration, geotechnical testing, and performing pavement design. Also, performed existing pavement condition survey.
- **CR 2300, Bay County, Florida:** Geotechnical Design team member for the 4.4 mile Roadway Construction project in Bay County. Responsible for coordinating geotechnical exploration and geotechnical testing. Also, performed existing pavement condition survey.
- **Bay County ITS Upgrades, Bay County, Florida:** Oversaw the installation of new ITS components both in the field and within the Traffic Management Center. This included new network equipment, new

Employment

**SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
Vice President / Project Surveyor**

**Chipley, Florida
Years Employed (2002-present)**

Thom has **34 years** of Professional Surveying and Mapping experience. Thom is responsible for project coordination and scheduling field and office personnel for a variety of survey projects both private and public. Thom has extensive Project Management experience in all aspects of Surveying & Mapping services including Topographic, Boundary, Right-of-Way, As-Built, Construction Layout, Control, Hydrographic, Wetland Delineation, Quantity, Land Platting and Special Purpose Surveys or Miscellaneous Services, and most importantly the successful completion of numerous of these type of task assignments.

**Field Team Manager/Project Surveyor, Orlando Office
Field Team Leader**

**Years Employed (1996-2002)
Years Employed (1988-96)**

GRUSENMEYER & ASSOCIATES

**Field Team Leader
Field Team Technician**

**Orlando, Florida
Years Employed (1985-88)
Years Employed (1984-85)**

Sample Recent Project Experience

Bay County

- SR 75 (US 231) from SR 30A to S of Pipeline Rd, Multilane Reconstruction, RRR Design Survey 2018
- SR 30A (US 98) at Fairway Blvd, Design Survey 2017
- SR 30A (US 98) Back Beach Rd from Pier Park Dr to Richard Jackson Blvd, 6 Intersections, Design Survey 2017
- Mandy Lane to Pier Park Dr., Right Turn Lane Extension, RRR Design Survey, FDOT D-3 2017
- SR 30A (US98) from Jenks Ave to SR 389, (East Ave.) RRR Design/Post Design Survey, Utility Designation/Location 2016
- Minnesota Avenue from Mosley Ave to Baldwin Rd, Design Survey, FDOT D-3 2016
- SR 22 from SR 30 to CR 2315(Star Ave.), Design Survey with R/W Mapping, District Wide Contract 2016
- SR 30A Design, SR 30A/US 98/Back Beach Road to SR 79/Arnold Road, RRR Design Survey 2016
- CR 390 (E 14th St.) from SR 77 (Ohio Ave.) to SR 75 (US231), PD&E Study 2016
- SR 30A (Tyndall Pkwy) from CR 2327 (Transmitter Rd) to SR 30 (US 98B), RRR Design Survey, R/W Mapping 2015
- Collegiate Drive from W of Moody Lane to SR 368 (23rd St) (6 mi), DW Survey, FDOT D-3 2015
- SR 30A from W of Jenks Ave to SR 389 (East Ave), RRR Design Survey 2014

Escambia County

- SR 10 from CR 99 to SR 297 Multilane Reconstruction, RRR Design Survey 2018
- SR 296 (Bayou Blvd) from Dupont Dr to SR 10A/US 90, Design Survey 2017
- SR 8 (I-10) at SR 95 (US29) Interchange Improvement, Design Survey, Utility Designation/Location 2017
- SR 727 (Fairfield Dr) at 65th Ave, Design Survey 2016
- SR 292 (Gulf Beach Hwy) at SR 727 (Fairfield Dr.) Intersection, Design Survey, Utility Designation/Location 2016
- SR 295 (New Warrington Rd.) at SR 298A (Jackson St.) Intersection, Design Survey, Utility Designation/Location 2016
- SR 742 (Creighton Rd.) at SR 289 (9th Ave.), Intersection, Design Survey, Utility Designation/Location 2015
- SR 8 (I-10) from W. of SR 95 to E. of CR 95A, 3R Design Survey, Mobile LiDAR Survey, Interchange Improvement 2015
- SR 296 (Brent Ave.) Frontage Roads at RR Bridge (Sycamore Dr.), RRR Design Survey, Utility Designation/Location 2015
- SR 8 (I-10) Bridge Foundation Location, GPR Scans with Vacuum Excavations, DW SUE 2014
- SR 292(Gulf Beach Hwy.) from Merritt St. to South of 3rd St., PD&E Design Study 2013
- SR 173(Blue Angel Pkwy) from Blue Angel Lane to SR 297(Pine Forest Rd.), RRR Design Survey 2013
- SR 30(US98/Navy Blvd.) from SR 295(New Warrington Rd.) to N. of Dewitt Rd., RRR Design Survey 2013

Franklin County

- CR 67 from Ave. A to Crooked Creek Rd., Design Survey, Utility Designation/Location, R/W Mapping 2016
- SR 30 from Gulf County Line to CR Tilton Rd. in Franklin County, Design/Post Design Survey, R/W Mapping 2015

Gadsden County

- Quincy Loop North from SR 12 to CR 268, PD&E Design Study 2018
- SR 8 (I-10) from W. of SR 10 (US90) to the Leon County Line, RRR Design Survey, Mobile LiDAR Survey 2016
- SR 8 (I-10),Apalachicola River to West of SR 12, (12.5 mi), RRR Design Survey 2015
- SR 10 from Gore Exit to I-10, Design Survey, District Wide Contract 2013

Gulf County

- SR 71 from White City Bridge to Pine St., RRR Design Survey, Utility Designation/Location 2017
- SR 30 (US 90) from Franklin County Line to SR 30A (9.2 mi.), RRR Design Survey 2015
- SR 30A from SR 30E/Cape San Blas Road to SR 30/US 98, RRR Design Survey 2014



LOGAN A. FOWLER, P.E.
Geotechnical Engineer

Logan joined the Southern Earth Sciences, Inc. (SESI) team in 2011 as a staff engineer. Since his employment, he has performed numerous geotechnical investigations providing support to the geotechnical engineers of record in classification of soils, coordination of laboratory testing, engineering calculations, and coordinating field exploration. His daily activities include geotechnical evaluation and calculations, preparing project scope and cost proposals, site visits, oversight of drill crews, and project management. Logan is the Panama City Beach Branch Manager. Logan will serve as the Geotechnical Engineer of Record on this contract.

EDUCATION:

B.S. Civil Engineering
Florida State University

YEARS OF EXPERIENCE:

SESI: 7

Prior: 1

REGISTRATIONS:

FL Professional Engineer
#82343

CERTIFICATIONS:

ACI

Concrete Field Testing Tech – I

CTQP

Concrete Field Inspector
Asphalt Plant – I
Earthwork Const. Insp. – I

AFFILIATIONS:

American Concrete Institute

RELEVANT EXPERIENCE

2018 | Walton County CR 280A Connector Road
New county roadway design

2018 | St. Andrews Bay/Hathaway Bridge Water Main
Approximately one mile of subaqueous water main

2017 | Intracoastal Waterway & Crooked Creek Jack & Bore
Directionally drilled subaqueous utilities

2017 | Gulf County CR 386 Improvements
Approximately 19.5 miles; included pavement, box culverts, & utilities

2017 | East Point Washington Road Realignment
Approximately one mile of new roadway design

2015 | West Bay Lift Station
New lift station

2015 | North Bay Jack & Bore
Subaqueous 36-inch diameter force main emergency design

2015 | Holmes County, Esto, FL, SR 79 Utilities
Design for directionally drilled utilities

2012 | Lynn Haven Water & Sewer Replacement
New water and sewer utilities throughout city

2011 | Highway 231 Directional Bore
Directionally drilled utility on US Highway 231

BETHANY BARNETT WOMACK

Cypress Environmental of Bay County, LLC
P.O. Box 16062
Panama City, Florida 32406
Phone: 850-481-6824 / Fax: 866-658-6480

Education: **Bachelor of Arts**, Arts and Sciences, March 1996
University of South Alabama, Mobile, Alabama

Experience: **Principal / Owner** – February 2011 - Present
Cypress Environmental of Bay County, LLC, Panama City, Florida

- Environmental Permitting, FDEP/ACOE
- Wetland Delineation, FDEP/ACOE
- Development Feasibility Assessments
- Ecological / Habitat Assessments
- Listed Protected Species Assessments
- Environmental Site Assessments (Phase I)
- Mitigation Development and Implementation
- Mitigation Monitoring
- NPDES Sediment and Erosion Control Inspection

Permitting Specialist/ Project Manager – August 1998 – February 2011
Garlick Environmental Associates, Inc., Panama City, Florida

- Environmental Permitting, FDEP/ACOE
- Wetland Delineation, FDEP/ACOE
- Development Feasibility Assessments
- Ecological / Habitat Assessments
- Listed Protected Species Assessments
- Environmental Site Assessments (Phase I)
- Mitigation Development and Implementation
- Mitigation Monitoring
- NPDES Sediment and Erosion Control Inspection

Environmental Investigator - November 1996 – August 1998
Florida Department of Environmental Protection (FDEP), Panama City, Florida

- Conduct compliance inspections for the Environmental Resource Permitting Program
- Conduct field investigations of violations and develop case files when appropriate
- Review and process applications for dredge and fill activities
- Conduct wetland delineations using current Department standards
- Develop enforcement strategies for ensuring compliance with state statutes and rules
- Developed and conduct educational/informational workshops for the public
- Edited portions of the Operations & Procedures Manual for use as guides for the public

Administrative Intern, June 1995 - May 1996
Mobile Municipal Environmental Court, Mobile, Alabama

- Analyzed citizens' concerns and reported findings to respective departments
- Investigated potential violations and composed reports for the court
- Attended court sessions to study and improve existing city ordinances
- Researched cases and prepared memorandums for the court
- Prepared an internship manual for the orientation of future interns
- Edited promotional brochures for the court

Training: Wetland Delineation, Florida Department of Environmental Protection (FDEP)
Hydric Soil Identification, FDEP
Ecosystem Management, FDEP
Aquatic Plant Identification, FDEP
Sovereign Submerged Lands, FDEP
Public Service Training, FDEP

Certifications: Stormwater Management Inspector, FDEP Certification No. 23692
Stormwater Management Instructor, FDEP Certification No. 573

Affiliations: The Society of Wetland Scientists
Science & Discovery Center of Northwest Florida, Board of Directors, Immediate Past President

References Available Upon Request



ABOUT GORTEMOLLER ENGINEERING, INC.

Gortemoller Engineering, Inc., (GE), a Florida Profit Corporation and FDOT certified Small Business firm. Since 2002, the qualified and experienced **GE** staff of civil engineers and industry professionals have been providing quality, efficient, and responsible civil engineering services throughout Northwest Florida. With one office located exclusively in Panama City Beach, FL, **GE** is an exclusive Northwest Florida firm.

Industries served to date have included utility design, roadway design, planning, permitting, procurement, construction administration, and inspection services for the Florida Department of Transportation (FDOT) D3, Bay County, the City of Panama City, and the City of Panama City Beach. **GE** is currently providing Prime Design Consultant/EOR services on six separate FDOT projects, providing sub-consultant design services on multiple other projects, as well as, providing post design/CEI services on two projects for the City of Panama City and Bay County, as well as one Prime CEI project for the FDOT. Considering this, the Project Team we have assembled includes a staff of qualified and experienced industry professionals whom possess the knowledge and background capable of providing the **City** with efficient, effective, and quality project(s).

GE's fields of expertise and FDOT Pre-Qualified Work Groups and Qualifications are as follows:

1. Group 3 - Highway Design - Roadway
 - **3.1 - Minor Highway Design**
 - 3.2 - Major Highway Design
2. Group 7 - Traffic Operations Design
 - **7.1 - Signing, Pavement Marking and Channelization**
 - 7.2 - Lighting
 - 7.3 - Signalization
3. Group 10 - Construction Engineering & Inspection
 - 10.1 - Roadway CEI
 - 10.3 - Construction Materials Inspection (CMI)
4. Group 13 - Planning
 - 13.6 - Land Planning/Engineering
5. Advanced Maintenance of Traffic (MOT)
6. Certified Traffic Noise Analyst
7. FHWA Traffic Noise Model 2.5
8. Qualified FDEP Stormwater Management and Inspection
9. FDOT Specification Package Preparation

CAPABILITIES THAT DISTINGUISH GE

- | | |
|--|--|
| • Roadway Design | • Wastewater Collection/Treatment Systems |
| • Signing and Pavement Marking Analysis | • Potable Water Supply Systems |
| • Traffic and Transportation Engineering | • Underground Stormwater Systems |
| • Stormwater Management Systems | • Land Development Coordination |
| • Utilities Design/Permitting | • Subdivision Design |
| • Permitting Assistance with Regulatory Agencies | • Site Development Feasibility Analysis |
| • Construction Administration/Bidding Services | • Due Diligence Studies (Phase I & II ESA) |
| • Construction and Project Management/Inspection | • Value Engineering and Cost Analysis |
| • Environmental Engineering | • On-Site Sewage Treatment Systems |
| • Environmental Site Assessment | • Sustainable Design |
| • Transportation Impact Studies and Statements | • Expert Testimony |
| • Transportation Systems Analysis | |



DESIGN SPECIFIC EXPERIENCE

The following project list represents three of **GE's** most recent sidewalk design projects of which **GE** was the Prime Consultant and/or the Engineer of Record. As such, the scope of services completed by **GE** on these projects included, entirely or in part, roadway design, utility design, stormwater studies/modeling, stormwater/drainage systems design and permitting, signing and striping design, wetland permitting, specification production, project cost estimation, bid document preparation, project certification, surveying, and other miscellaneous engineering and planning services.

Jenks Avenue from 23rd Street to Baldwin Avenue - The intent of this project is to widen and reconstruct 1.0 (+/-) miles of Jenks Avenue from 23rd Street to Baldwin Avenue in Panama City to accommodate its expansion from 2-lanes to 5-lanes, as well as, the addition of 4-foot wide bike lanes on each side of the road. Major items of work included on the project consist of earthwork, stormwater collection systems, stormwater pond construction, water main installation and service connections, reinforcement grid for soil stabilization, base construction, turnout construction, structural course asphalt pavement, friction course asphalt pavement, 8,139.00 square yards of concrete sidewalk and driveway construction, 9,888.00 linear feet of curb and gutter installation, signalization including new mast arms, and signing and pavement markings.

Major elements of the work included in Gortemoller Engineering's Scope of Services include major roadway reconstruction design, drainage structure design, intersection design, geotechnical activities, surveying, stormwater facility and conveyance design, signing and pavement markings design, utility relocation assistance, right-of-way maps, maintenance of traffic design, cost estimates, environmental permitting, and post design services consisting of construction inspection and project coordination.

Size = 1.0 Miles in Length, Cost = \$5,500,000.00 (+/-), Owner = City of Panama City, Design Services Provided = 2014

Owner Reference/Point of Contact:

Dale Cronwell - City Engineer, City of Panama City, FL
9 Harrison Avenue
Panama City, Florida 32401
850-872-3016
dcronwell@pcgov.org

SR 59 Sidewalk (Gamble RD) from CR 158 (Old Lloyd RD) to Main Street/Truck Stop South of I-10 (FPID # 404608-2-52-01) -The intent of this project was to construct concrete sidewalk along the west side of SR 59 from CR 158 (Lod Lloyd Road) to the Main Street Truck Stop south of I-10 near Lloyd, FL. Major items of work included on the project consisted of earthwork, stormwater collection systems, base construction, 1,086.00 square yards of concrete sidewalk and driveway construction, curb and gutter installation, and signing and pavement markings.

Major elements of the work included in Gortemoller Engineering's Scope of Services included roadway design, drainage structure and stormwater design, geotechnical activities, surveying, signing and pavement markings design, utility relocation assistance, right-of-way maps, maintenance of traffic design, cost estimates, environmental permitting, and post design services consisting of construction inspection and/or project coordination. All design elements and completed construction conditions were to be in full compliance with FDOT and ADA Standards.

Size = 0.37 Miles in Length, Cost = \$69,197.06 (+/-), Owner = FDOT District 3, Design Services Provided = 2013 - 2014

Owner Reference/Point of Contact:

Noelle Warren, P.E. - FDOT District 3 (Atkins)
1141 Jackson Avenue
Chipley, FL 32428
850-638-2288
Noelle.Warren@atkinsglobal.com



DESIGN SPECIFIC EXPERIENCE (Cont.)

SR 389 (East Avenue) from SR 30 (US 98 B) to SR 75 (US 231) (FPID # 428744-1-32-01) -This 3R project primarily consisted of resurfacing SR 389 (East Avenue) from SR 30 (US 98B) to SR 75 (US 231). Existing travel lanes, auxiliary lanes, and paved shoulders were resurfaced. Paved shoulders were constructed where none had existed (CMP 0.664 to CMP 0.824) near the CR 28 (11th Street) intersection.

Overall project work includes clearing & grubbing, earthwork and subgrade construction, base construction, drainage construction consisting of pipes and drainage structures, asphalt milling and paving, 145.00 square yards of sidewalk construction, landscaping, signal construction, and striping and signage. All design elements and completed construction conditions were to be in full compliance with FDOT and ADA Standards.

Environmental permitting/procurement and wetland permitting/procurement was required for this project, as well as, utility coordination and public involvement.

Major elements of the work included in Gortemoller Engineering's Scope of Services included roadway design, drainage structure and stormwater design, geotechnical activities, surveying, signing and pavement markings design, utility relocation assistance, right-of-way maps, maintenance of traffic design, cost estimates, environmental permitting, and post design services consisting of construction inspection and/or project coordination.

Size = 2.98 Miles in Length, Cost = \$1,500,000.00 (+/-), Owner = FDOT District 3, Design Services Provided = 2012

Owner Reference/Point of Contact:

Lisa Bell - FDOT D3, Design Project Manager

Highway 90 East
Chipley, Florida 32428-0607
850-330-1744
Lisa.Bell@dot.state.fl.us

EXPANDED PROJECT SPECIFIC DESIGN EXPERIENCE

- **SR 20 (SR 81 to the Choctawhatchee River Bridge) in Walton County** - FDOT District 3 - 4.1 Mile Resurfacing, Drainage Improvement, and Signing and Striping Project (2017)
- **SR 4 (Escambia River Bridge to CR87A in Escambia County)** - FDOT District 3 - 8.8 Mile Resurfacing and Signing and Striping Project (2017)
- **SR 30 (US 98) Shared Use Path in Wakulla County** - FDOT District 3 - 12 Mile Shared Use Path Design extending St. Marks Tail to SR 61 (Crawfordville Highway) Project (2015)
- **SR 30/61 (US 98/US 319) in Wakulla County** - FDOT District 3 - 7 Mile Resurfacing, Drainage Improvement, and Signing and Striping Project (2015)
- **West Bay Parkway (SR 388)** from SR 79 to Northwest Florida Beach International Airport Entrance in Bay County - FDOT District 3 - Sign & Pavement Markings (2015)
- **SR 81 in Holmes County** - FDOT District 3 - 22 Mile Resurfacing, Drainage Improvement, and Signing and Striping Project (2014)
- **SR 30E (Cape San Blas Rd) in Gulf County** - FDOT District 3 - 4 Mile Widening, Resurfacing and Drainage Improvement Project (2013)
- **SR 77 (MLK Jr. Blvd.) from SR 75 (US 231) to the Bailey Bridge in Lynn Haven** - FDOT District 3 - Signing & Pavement Markings (2012)
- **SR 85 in Walton County** - FDOT District 3 - 4 Mile Resurfacing and Signing and Striping Project (2011)



AVAILABILITY OF PERSONNEL

<i>Personnel</i>	<i>Firm</i>	<i>Availability (%)</i>	<i>Available Hours (Monthly)</i>
Dexter Gortemoller, PE	GE	50%	80
Heather Weber, PE	GE	65%	104
Nancy Newell, PE	GE	75%	120
Blake Furbee, EI	GE	65%	104
David Miller, EI	GE	75%	120
Jeremy Brooks, EI	GE	75%	120
Clementina Popa	GE	100%	160
Austin Masker, E.I.	GE	65%	104
Thomas Mead, PSM	SSMC	50%	80
Logan Fowler, P.E.	SESI	50%	80
Bethany Womak	CE	50%	80
<i>Total Available Hours Per Month</i>			1152

Firm Legend:

GE = Gortemoller Engineering, Inc.

SSMC = Southeastern Surveying and Mapping Corp.

SESI = Southern Earth Sciences, Inc.

CE = Cypress Environmental of Bay County, LLC

ABILITY TO PERFORM ON SHORT NOTICE AND UNDER TIME CONSTRAINTS

In addition to our core values, **GE's** proximity to Destin, current project work in the immediate surrounding area, "staff to project" work commitment, and knowledge of the scheduling nature of planning and engineering provides the flexibility and availability to service the **City** on a full time, as needed, or on an emergency basis.

An example of **GE's** flexibility and ability to meet and exceed project schedules is that of the FDOT Design Group 16-02 project. This overall Design Group consists of two separate design contracts, as follows:

- Shared Use Path consisting of 12 miles of the Capital City to the Sea Trail System
- Resurfacing, Restoration, and Rehabilitation (3R) of SR 30 (US 98) and SR 61 (US 319)

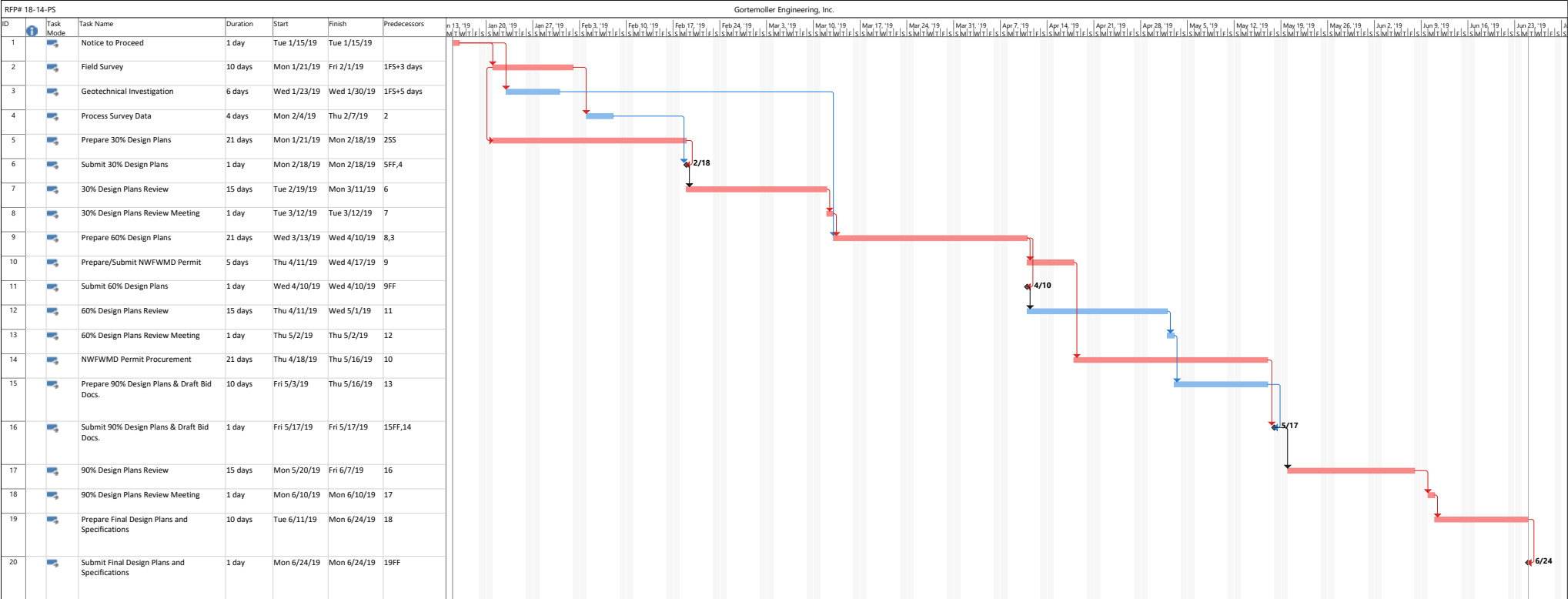
The Shared Use Path projects was funded under four different financial project numbers and was originally funded over a four year period. However, through a State Approved SIB (State Infrastructure Bank) Loan the entire 12 miles as funded in year one. The original 36 month design schedule was condensed to under 12 months. **GE** successfully developed four sets of plans that were let under two separate construction contracts; thus, meeting the constraints of the condensed design schedule. It is our goal to see that any of the **City's** needs are met in a timely manner. All of our **Team** is located within 1.25 hours of both the City of Destin and the Project.

COST CONTROL PROCEDURES & TRACK RECORD OF MEETING BUDGETS

GE will maintain constant contact with the **City** and provide regular updates on the status of the project to ensure that is completed on time and within budget. This same communication will be maintained with any regulatory agencies that will be involved with permitting tasks or coordination on the project. **GE** understands that project budgets are tight and that the **City** makes every effort to provide for the highest quality of projects. With this in mind, **GE** will provide constant project budget reviews, as well as, a listing of potential project improvements throughout each project to ensure that those features or improvements identified and desired by the **City** are incorporated into the projects and budgeted for accordingly.

GE's track record of meeting budgets is best acknowledged through historical performance. Based on the FDOT's Consultant Grades History Report, **GE** has scored an average rating of 3.3 (Satisfactory Performance) across nine separate projects in the Management category which includes budget management and cost controls.

GE has prepared a preliminary deliverable Schedule for this project, which meets the time frames required, and it is enclosed at the end of this Section.





APPROACH

GE's Approach to the design of the Airport Road Signing and Striping project is summarized in the following Step-by-Step process and is similar to that used by **GE** on their many successful FDOT and local agency design projects.

Step 1 - Project Understanding:

Immediately following award of the contract, and prior to Concept Plan Development, **GE** will review the existing site conditions, topography, drainage patterns, affected utilities, adjacent lands, and environmental conditions of the proposed project limits. Following this review, **GE's** Project Management staff will attend the Kick-off meeting with the selected **City** project representatives and project stakeholders to gain a thorough understanding of the intent for the project, the desired limits of the project, and the overall desired features of the proposed roadway. Included in this meeting will be the obtainment of any/all project related information that the **City** may have which will be reviewed and utilized by **GE** for Concept preparation. At this point in the process, utilizing the information obtained from the project review and provided by the **City**, **GE** and the Project Team will have obtained a thorough and complete understanding of the scope and intent for the Project and will proceed with Resource Allocation and Concept Preparation.

Step 2 - Resource Allocation and Assignment of Responsibilities:

The design of the Airport Road roadway project will require the efforts of numerous engineering specialists ranging from designers to surveyors and environmental permitting professionals to name a few. The **GE Project Team** proposed for this project includes all the experienced and qualified resources and professionals necessary to provide the **City** with a complete "ready for bid" project design and specifications package. With this in mind, this step in **GE's** approach to the project will include the assignment of responsibilities and allocation of resources to ensure that all members of the **GE Project Team** are under contract, aware of the full extent of the scope and intent Project, and have been assigned the necessary resources and responsibilities required to execute the assigned tasks.

Step 3 - Phase I (30% Design) - Concept Plan Development and Approval:

GE's experience has proven that alternatives are a key component to reducing project costs, reducing project related environmental and utility impacts, accelerating final delivery, and ensuring ultimate client and stakeholder satisfaction. Considering this, and utilizing the extensive experience and knowledge of the **GE Project Team** members, **GE** will produce a Conceptual Design, including multiple variations and alternative project features, for the proposed Project. This design, including alternatives, will include the proposed , typical sections, proposed pavement design, proposed signing and striping configurations, and preliminary cost estimates for each variation. **GE** has already completed an inventory of the 31 signs that exist on the project. The alternatives within the design will be provided with a detailed listing of pros and cons, as well as, an explanation as to which variation best meets the intent and overall purpose of project while providing the greatest investment. The Concept Design will be prepared under the direct supervision of Mr. Dexter Gortemoller, P.E., and shall be prepared utilizing the same state of the art engineering, drafting, and aerial imagery software and computer programs as that used by **GE** on their FDOT design projects. **GE** will commit (1) one full time certified Engineering Intern/Draftsman and (1) one part-time Professional Engineer to the preparation of the Concept Design. Following preparation, submittal, and preliminary review of the Concept Design by the **City**, the Key Members of the **GE Project Team** and the selected **City** project representatives will meet to conduct the Concept Plan Approval meeting.

Step 4 - Phase II (60%) Design Package:

The objective of the 60% design phase is to collect, generate, and quantify the data necessary to design the Project and then apply that data, along with the Conceptual Design, into the production of 60% Design Drawings. This step is broken out into 4 action phases, which are as follows:

- Survey Phase
- Traffic Study Phase
- Geotechnical Investigation Phase
- Environmental Permit Review Phase
- Analysis and Application Phase



APPROACH (Cont.)

Step 4 - Phase II (60%) Design Package (Cont.)

Following the completion of the afore-mentioned actions, the **GE Team** will have collected and analyzed project and design data, in sufficient form, to produce a 60% Design of the Project. Based off the 60% Design and Environment Permit Review, all required environmental permits will be drafted and prepared for application. In addition, a Utility Conflict Matrix will be prepared and based off the 60% Design. Utilizing that matrix, the Utility Coordination efforts will commence. **GE** will commit all required resources, including internal staff and sub consultants, to the collection and review of project and design data and the preparation of 60% Design Drawings. Following preparation, submittal, and preliminary review of the 60% Design by the **City**, the Key Members of the **GE Project Team** and the selected **City** project representatives will meet to conduct the 60% Design Review meeting.

Step 5 - Phase III (90%) Design Package:

This step in the process is primarily the production phase of the design and the objective of it is to incorporate all aspects, details, standards, and required project features into the pre-final design of the project. This phase requires strict review and incorporation of applicable roadway, drainage, structure, and safety design standards, as well as, the technical input and output of the design. Utility design, relocation, and coordination will continue through this phase. In addition, and utilizing **GE's** extensive Specifications Package Preparation experience, this step also includes the preparation of the draft Construction Documents, as well as, the draft Engineer's Estimate for the project. **GE** will commit all required resources, including internal staff and sub consultants, to the preparation and production of the 90% Design Package, draft Construction Documents, and draft Engineer's Estimate. Once completed, the **City**, including identified project stakeholders, will be provided with a 90% Design Package for review. Following preparation, submittal, and preliminary review of the 90% Design by the **City**, the Key Members of the **GE Project Team** and the selected **City** project representatives will meet to conduct the 90% Design Review meeting.

Step 6 - Phase IV - Final Project Delivery:

Following the completion of the 90% Design Phase, the **GE Team** will provide the **City** with a complete, accurate, biddable, and buildable 100% Project Design Package. This package will include all required Construction Plan Set components, completed Construction Documents, all required and approved Permits, a final Engineer's Estimate, and supporting project design documentation.

QUALITY CONTROL

GE's utilization and adherence to Quality Control is an essential part of our distinguishing capabilities. For our Project Managers and our staff under their directive, quality is more than just meeting the project requirements. It's a matter of pride; pride in our work product and the manner in which it is produced. While quality is a result, it is also a process that needs constant monitoring. **GE** recognizes that we are not perfect and errors will occur; however, we have instilled tried and true methods to ensure that we provide quality services and products. We have controls in place that will check, correct and verify the product and the process. These controls comprise our Project Quality Control Plan (PQCP) which will be compiled and submitted for this project if **GE** is selected. **GE's** PQCP provides a systematic method to ensure that any document leaving our office is complete, accurate and correct. While formatting and spelling are important, our PQCP will also ensure that the information presented and the process utilized to obtain that information is thorough and correct. The PQCP identifies all responsible personnel including subconsultants, QC reviewers and the QC manager for the project. Each member of the project team is required to read and sign the document to acknowledge their responsibilities under the PQCP. **GE's** staff has the vast of experience of a large firm, but operates as a small client focused and cost efficient company whom treats every project and task as if it were their own.

Gortemoller Engineering, Inc. QUALITY ASSURANCE / CONTROL		
RESPONSIBILITY	INITIAL	DATE
PLOT SET DATE	NLN	4/9/18
CHECKING (YELLOW OR RED)	DMG	4/10/18
CONCURRENCE (RED)	NLN	4/10/18
INCORPORATION (YELLOW)	NLN	4/10/18
VERIFICATION (GREEN)	DMG	4/10/18

ADDENDUM #1

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATION (RFQ) NO. 18-15-PS
AIRPORT ROAD SIGNING AND PAVEMENT
MARKING PROJECT
DECEMBER 7, 2018**

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

Clarification:

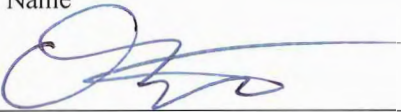
Inquiry Deadline: Thursday, December 20, 2018 at 5:00 P.M. CT
Opening Date: Thursday, December 27, 2018, 2:00 P.M. CT

END OF ADDENDUM #1

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

Receipt of Addendum #1 is hereby acknowledged:

Dexter M. Gortemoller
Print Name


Signature

12/13/18
Date

ADDENDUM #2

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATION (RFQ) NO. 18-15-PS
AIRPORT ROAD SIGNING AND PAVEMENT
MARKING PROJECT
DECEMBER 11, 2018**

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

Clarification:

Exhibit B

ROAD SAFETY AUDIT Airport Road, From Main Street to SR 30 (US 98), Destin, Okaloosa County, FL

Opening Date is still Thursday, December 27, 2018, 2:00 P.M. CT

END OF ADDENDUM #2

A copy of this Addendum #2 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum #1 is hereby acknowledged:

Dexter M. Gortemoller

Print Name

Signature

12/13/18

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2018

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 Coastal Community Insurance Agency 12129 Panama City Beach Pkwy Panama City Beach FL 32407		CONTACT NAME: Melissa Griffin PHONE (A/C, No, Ext): (850) 230-0800 FAX (A/C, No): (850) 230-0992 E-MAIL ADDRESS: melgriffin@knology.net	
INSURED Gortemoller Engineering Inc. 708 Thomas Drive Panama City Beach FL 32408		INSURER(S) AFFORDING COVERAGE INSURER A: AMG - Covington Specialty Ins. Co. INSURER B: Old Dominion Insurance Company INSURER C: AMG - STARSTONE NATIONAL INSURER D: MAK - First Comp INSURER E: AMW - Landmark American Insurance Co INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL18121303130**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:	Y		VBA633889	07/25/2018	07/25/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y		B1P0249J	07/20/2018	07/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							Medical payments \$ 1,000
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y		85248E180ALI	05/09/2018	05/09/2019	EACH OCCURRENCE \$
	AGGREGATE \$ 5,000,000						
	\$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	MWC000803708	07/18/2018	07/18/2019	PER STATUTE ☐ OTH-ER ☐
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						
E	PROFESSIONAL LIABILITY			LHR766983	12/20/2017	12/20/2018	LIMIT 2,000,000

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

JOB: Airport Road Signing and Pavement Marking Project - RFP 18-15-PS

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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Florida Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

Gortemoller Engineering, Inc.
5 MIRACLE STREET LOOP
SUITE 16
PANAMA CITY BEACH, FL 32407

Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2639 North Monroe Street, Suite B-112, Tallahassee, FL 32303-5268 or e-mail: board@fbpe.org. Our website address is <http://www.fbpe.org>.

State of Florida

Board of Professional Engineers

Attests that
Gortemoller Engineering, Inc.



Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019
Audit No: 228201903044 R

CA Lic. No:
9505

Licensee Details

Licensee Information

Name: **GORTEMOLLER ENGINEERING, INC. (Primary Name)**
Main Address: **708 THOMAS DRIVE
PANAMA CITY BEACH Florida 32408**
County: **BAY**

License Mailing: **708 THOMAS DRIVE
PANAMA CITY BEACH FL 32408**
County: **BAY**

LicenseLocation:

License Information

License Type: **Certificate of Authorization**
Rank: **Cert of Auth**
License Number: **9505**
Status: **Current**
Licensure Date: **02/03/2003**
Expires: **02/28/2019**

Special Qualifications **Qualification Effective**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



PROCUREMENT OFFICE
Currently Prequalified Consultant: GORTEMOLLER
ENGINEERING, INC.

As of: 09JUN2018

Consultant Name: <u>GORTEMOLLER ENGINEERING, INC.</u>		Prequalification: Unlimited DBE Cert: No MBE Cert: No Small Business: Yes	
Mailing Address	Contact Person	Position / Title	Telephone No.
708 THOMAS DR PANAMA CITY BEACH, FL 32408	MR. DEXTER GORTEMOLLER	PRESIDENT	(850)249-2425
Prequalified Types of Work:			
3.1 - Minor Highway Design	3.2 - Major Highway Design	7.1 - Signing, Pavement Marking and Channelization	7.2 - Lighting
7.3 - Signalization	10.1 - Roadway Construction Engineering Inspection	10.3 - Construction Materials Inspection	13.6 - Land Planning / Engineering



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
GORTMOLLER ENGINEERING, INC.

Filing Information

Document Number	P02000128626
FEI/EIN Number	30-0133572
Date Filed	12/06/2002
Effective Date	12/09/2002
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	01/13/2003
Event Effective Date	NONE

Principal Address

708 Thomas Drive
PANAMA CITY BEACH, FL 32408

Changed: 04/19/2017

Mailing Address

708 Thomas Drive
PANAMA CITY BEACH, FL 32408

Changed: 04/19/2017

Registered Agent Name & Address

GORTMOLLER, DEXTER M
708 Thomas Drive
PANAMA CITY BEACH, FL 32408

Address Changed: 04/19/2017

Officer/Director Detail

Name & Address

Title PD

GORTMOLLER, DEXTER M
708 Thomas Drive
PANAMA CITY BEACH, FL 32408

Annual Reports

Report Year	Filed Date
2016	04/18/2016
2017	04/19/2017
2018	04/09/2018

Document Images

04/09/2018 -- ANNUAL REPORT	View image in PDF format
04/19/2017 -- ANNUAL REPORT	View image in PDF format
04/18/2016 -- ANNUAL REPORT	View image in PDF format
04/13/2015 -- ANNUAL REPORT	View image in PDF format
04/09/2014 -- ANNUAL REPORT	View image in PDF format
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04/04/2012 -- ANNUAL REPORT	View image in PDF format
04/21/2011 -- ANNUAL REPORT	View image in PDF format
04/20/2010 -- ANNUAL REPORT	View image in PDF format
04/22/2009 -- ANNUAL REPORT	View image in PDF format
01/31/2008 -- ANNUAL REPORT	View image in PDF format
02/15/2007 -- ANNUAL REPORT	View image in PDF format
02/01/2006 -- ANNUAL REPORT	View image in PDF format
04/25/2005 -- ANNUAL REPORT	View image in PDF format
04/27/2004 -- ANNUAL REPORT	View image in PDF format
04/25/2003 -- ANNUAL REPORT	View image in PDF format
01/13/2003 -- Amendment	View image in PDF format
12/06/2002 -- Domestic Profit	View image in PDF format



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

August 9, 2018

Dexter Gortemoller, President
GORTEMOLLER ENGINEERING, INC.
708 Thomas Drive
Panama City Beach, Florida 32408

Dear Mr. Gortemoller:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection

Group 13 - Planning

- 13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2019 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
159.58%	116.79%*	0.694%	Reimbursed	No	0.98%	12.35%*^

*Interim Rates

^Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



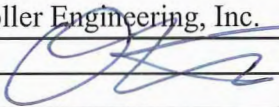
Carliayn Kell
Professional Services
Qualification Administrator

Contract No: RFP 18-15-PSFinancial Project No(s): 421993-2-38-01Project Description: Airport Road Signing and Pavement Marking Project

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Gortemoller Engineering, Inc.Authorized Signature: Title: PresidentDate: 12/13/18

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared Dexter M. Gortemoller, who, being by me first duly sworn, made the following statements:

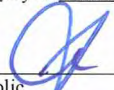
1. The business address of Gortemoller Engineering, Inc.
(name of bidder or contractor)

is 708 Thomas Drive, Panama City Beach, FL 32408.
2. My relationship to Gortemoller Engineering, Inc.
(name of bidder or contractor)

is President
(relationship such as sole proprietor, partner, president, vice president, etc.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida 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 such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a 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 record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.


12/13/18
Signature/Date (undersigned authority)

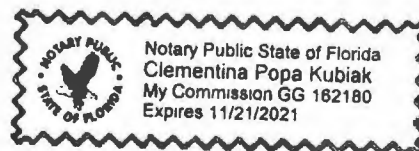
Sworn to and subscribed before me in the state of Florida and county of Bay
on the 13th day of December, 20 18.



Notary Public

11/21/2021
My commission expires

(affix seal)



DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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 of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program as stated above?

☒ YES

☐ NO

NAME OF BUSINESS: Gortemoller Engineering, Inc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

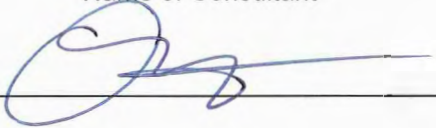
Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Gortemoller Engineering, Inc.

Name of Consultant

By: 

12/13/2018

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-030-50
PROCUREMENT
OGC-03/17

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

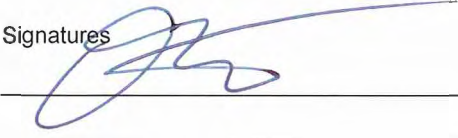
I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
Destin RFP # 18-15-PS	Airport Road Signing and Pavement Marking Project	421993-2-38-01

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
Dexter M. Gortemoller		12/13/18

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Gortemoller Engineering, Inc.

By: 

Date: 12/13/2018

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING
ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

375-030-33
PROCUREMENT
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

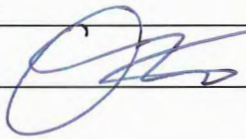
(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Gortemoller Engineering, Inc.

By: Dexter M. Gortemoller Date: 12/13/2018

Authorized Signature:  _____

Title: President

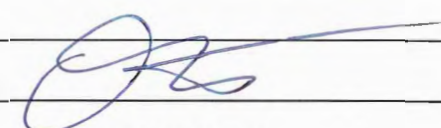
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES ☐ NO ☒

If *no*, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)	
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known: Gortemoller Engineering, Inc. 708 Thomas Drive Panama City Beach, FL 32408 Congressional District, if known: 4c _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____		
6. Federal Department/Agency: _____ _____			7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: <u>Dexter M. Gortemoller</u> Title: <u>President</u> Telephone No.: <u>850-249-2425</u> Date (mm/dd/yyyy): <u>12/13/18</u>		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

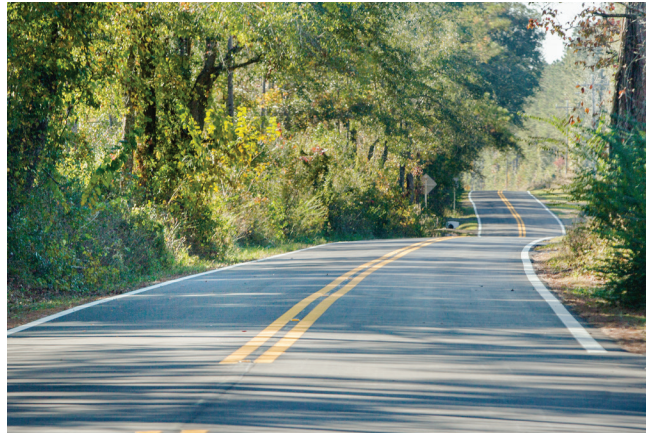
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Delivering Client Service and Technical Expertise

Electronic
Copy



Airport Road Signing and Pavement Marking Project Design Services

City of Destin, Florida

RFQ 18-15-PS

December 27, 2018

SUBMITTED BY:

Dewberry

877 North County Road 393
Santa Rosa Beach, FL 32459
850.267.0759

SUBMITTED TO:

City of Destin

Destin Clerk's Office
4200 Indian Bayou Trail
Destin, FL 32541
850.837.4242

1. Letter of Response



www.dewberry.com



Dewberry Engineers Inc. | 850 267.0759
877 CR 393 North | 866 557 0076 fax
Santa Rosa Beach, FL 32459 | www.dewberry.com

December 19, 2018

Mr. Ryan Bailey
City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

RE: Airport Road Signing and Pavement Marking Project (RFP #18-15-PS)
FDOT FPID NO. 421993 -2-38-01

Dear Mr. Bailey,

Dewberry is pleased to present a team with a deep knowledge of all services required for this request for qualifications. Our accessible, skilled employees located in our Santa Rosa Beach office can be onsite within an hour of notification. We are committed to partnering with the City of Destin as you continue to improve your transportation infrastructure. The Dewberry team excels at partnering with local cities and counties throughout this process. With our recent, relevant experience and close proximity to the project site we will be able to plan accordingly and mobilize rapidly to ensure a quick response.

RESPONSIBLE OFFICE:

877 North County Highway 393,
Santa Rosa Beach, FL 32459

CONTACT PERSON:

Mr. Cliff Knauer, PE, CFM
cknauer@dewberry.com
850.571.1253

DISADVANTAGED BUSINESS:

Dewberry is not a disadvantaged
business enterprise

We offer the City our full-service team of experts who are ready to partner with you on this important project. Dewberry offers comprehensive experience for the services anticipated under this contract. This allows us to provide you with continuity of service throughout the life of this contract. We bring expert support for FDOT and FHWA standards. Our team's engineering background gives us unique insight into this road signing and pavement marking project.

Dewberry is confident we will serve the City of Destin in a highly professional and timely manner on this project. We thank you for the opportunity to submit our proposal. We look forward to serving the City and providing a successful project. Should you have any questions regarding our proposal, please feel free to give us a call.

Sincerely,



Cliff Knauer, PE, CFM
Project Manager

2. Scoring Factors



www.dewberry.com

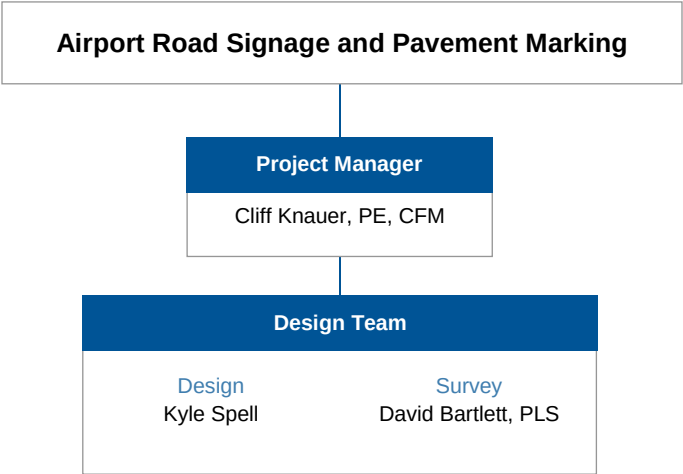
Organization and Staffing

We understand that the City of Destin is seeking professional services from qualified consultants that can provide surveying, design, and permitting for road signing and pavement marking along 0.32 miles of Airport Road. Dewberry will provide an extremely experienced team to the City for this very important project. As a multi-disciplined firm, we have specialized staff readily available

to dedicate their expertise to this project. Our carefully selected local team of experts has multiple years of experience with similar projects for governmental agencies. Our organizational chart and resumes follow.

SUBCONSULTANTS

Dewberry is a full service firm and we do not anticipate the need for any subconsultants on this project.





Cliff Knauer, PE, CFM

Project Manager

Cliff has extensive experience with design and inspection of state and local roadway, bridge, and stormwater construction projects throughout the Panhandle of Florida. He has also served as quality assurance and project inspector on multiple projects.

RELEVANT EXPERIENCE

- Drainage Improvements, City of Destin, FL
- CR 2 Paved Shoulder, Walton County, FL
- 30A Signage Rehabilitation, Walton County, FL
- McKinnon Bridge Road Signage Improvements, Walton County, FL
- CR 170 Striping and Signage Road Improvements, Washington County, FL
- CR 395 / CR 30A Signalized Roundabout, Walton County, FL
- Oyster Lake Outfall CEI Signage and Striping, Walton County, FL

EDUCATION:

BS, Civil Engineering, Florida State University

REGISTRATIONS:

Professional Engineer
Certified Floodplain Manager



Kyle Spell

Designer

Kyle is a Senior CADD Designer with extensive experience in Autodesk AutoCAD Civil 3D, output/plan production, corridors, pressure networks, pipe networks, and boundary, topographic, and route surveys.

RELEVANT EXPERIENCE

- Drainage Improvements, City of Destin, FL
- McKinnon Bridge Road Signage Improvements, Walton County, FL
- Old Mt. Zion Road Improvements, Holmes County, FL
- Obies Street SCRAP Improvement, Washington County, FL
- Ledger Road Improvements, Washington County, FL
- Orange Hill Highway Road, Washington County, FL
- CR 181 from County Line to CR 185, Holmes County, FL
- CR 183A from CR 10A to County Line, Holmes County, FL
- CR278A SCRAP Improvement, Washington County, FL

CERTIFICATIONS:

Certified Auto CAD Technician
Microstation & Geopak Certification



David Bartlett, PSM

Surveyor

Mr. Bartlett's responsibilities include the supervision of six field crews. Additional duties are to quality assure CAD pool's production of mapping and verify that the survey meets the standards set forth by governing bodies (local, state, and national) prior to review and release to the client/public. Mr. Bartlett also completes records research, calculations, legal description writing and quality control to assure the final product meets the client/requirement. Representative experience includes: design, right-of-way and construction surveying, boundary, right-of-way, as-built, construction layout, topographic, hydrographic, terrestrial, intertidal, sub-tidal, quantity, record, mean high water line, and special purpose surveys.

REGISTRATIONS:

Professional Survey and Mapper

RELEVANT EXPERIENCE

- Drainage Improvements, City of Destin, FL
- Alf Coleman Turn Lane Signing and Striping, Panama City Beach, FL
- Old Mt. Zion Road Improvements, Holmes County, FL
- Ninth Avenue Resurfacing, City of Port St. Joe, FL
- Long Avenue Resurfacing, City of Port St. Joe, FL
- CR 392 SCOP, Calhoun County, FL
- CR 382 SCOP, Gulf County, FL
- CR 386 SCOP, Gulf County, FL

Experience of the Firm & References

Dewberry has an extensive history of completing similar projects for local municipalities. Our team will draw upon its years of experience, our knowledge of the local area, and our firm understanding of the project scope to ensure that the result of this project is in keeping with the intentions of the City of Destin's scope as well as the requirements of FDOT standards. The projects below and on the following pages show our similar project experience with client references.

Our experience gives us a catalog of best practices and allows us to tailor our services to the needs of stakeholders for each community we serve.



Highway 2 Road Improvements, Phase I and II (FDOT LAP) | Walton County, FL

Contact: Wilmer Stafford, 850.892.8108, stawilmer@co.walton.fl.us

Actual Cost: \$2,375,000 **Length:** 14.2 miles

Dewberry performed CEI Services on Phase I and Phase II for the widening and resurfacing project. The Scope of the project included widening, resurfacing, drainage improvements, and safety upgrades. The work included environmental inspection, construction inspection, verification testing, and contract compliance through the FDOT LAP program. The Phase I improvements were completed in 150 days and the Phase II improvements were completed in 170 days.

US Highway 331 CEI (FDOT LAP) | Walton County, FL

Contact: Wilmer Stafford, 850.892.8108, stawilmer@co.walton.fl.us

Actual Cost: \$8,600,000 **Length:** 1.6 miles

The project consisted of four-lane improvements for 1.6 miles on US-331 (SR-83). Construction of Segment 1 extended from Owl's Head Farm to .85 miles north of Bill Brown Road. The project included the installation of "critter crossings" under the roadway through box culverts and bridges to join greenways for bears and other migratory animals from Nokuse Plantation as part of the environmental considerations during design.



County Road 3280 (SCOP) | Walton County, FL

Contact: Greg Graham, PE, 850.892.8108, gragreg@co.walton.fl.us

Actual Cost: \$2,700,000

Length: 5.3 miles

The CR-3280 Road improvements included base reclamation on a 5.3 mile segment that was not originally constructed to carry heavy truck traffic from both logging and sand mining in the area. The base reclamation included full depth reclamation and new limerock base to carry the traffic requirements for a 20 year projected traffic analysis. The scope included a new horizontal and vertical alignment to meet higher speed limits, utility relocations, drainage design, wetland impact permitting, signage, striping, CEI, and construction contract administration. The project was completed in 300 days with a final cost of \$2.7 million. The challenges during project construction included tremendous rain, maintenance of traffic for local residents, lane closures, and heavy through traffic during spring break. The project was constructed under budget and on time.



Sandpath Road Sidewalks Phase II Design and CEI (FDOT LAP) | Holmes County, FL

Contact: Joey Marsh, County Coordinator, 850.547.1119, hcc@holmescountyfl.org

Actual Cost: \$275,742

Length: 4,270 linear feet

Dewberry provided survey, design, permitting, and construction engineering and inspection (CEI) services for this sidewalk project. The project included the construction of approximately 4,270 linear feet of 5' concrete sidewalk and associated erosion control, clearing and grubbing, earthwork, milling of existing asphalt in cross walk locations. In addition, the project required signage, thermoplastic striping, and the installation of performance turf for stabilization.



Wright Parkway Sidewalk (FDOT LAP) | Fort Walton Beach, FL

Contact: Daniel Payne, 850.833.9615, dpayne@fwb.org

Actual Cost: \$170,000

Length: 1.1 miles

Dewberry provided design and engineering services for 1.1 mile of constructing, replacing and repairing sidewalk in an urban setting.



Scenic Gulf Drive Phase III Improvements | Walton County, FL

Contact: Greg Graham, PE, 850.892.8108, gragreg@co.walton.fl.us

Actual Cost: \$3.85M

Length: 3 miles

The Scenic Gulf Drive (CR 2378) is located in the west end of Walton County. The 3 mile stretch of roadway runs along the Gulf of Mexico. The project consists of constructing 100 parallel parking spaces, beach renourishment, an eight foot wide timber boardwalk along the beach, and various pedestrian improvements. Our role included extensive FDEP beaches and coastal systems permitting, comprehensive design, project management, and construction oversight.



11th Street Paved Shoulders and Sidewalks (FDOT LAP) | Bay County, FL

Contact: Josee Cyr, PE, 850.784.4013, engineering@baycountyfl.gov

Actual Cost: \$2,600,000

Length: 1.6 miles

This project involved the design and re-construction of paved shoulders and sidewalks along 11th Street from Transmitter Road to west of Sherman Avenue. The project team was responsible for permitting, surveying, engineering design, construction plans all done in accordance with FDOT standards and specifications.



Calhoun Ave. Drainage Improvement and Sidewalks (NFWF Grant) | City of Destin, FL

Contact: Joe Bodi, 850.827.6869, jbodi@cityofdestin.com

Actual Cost: \$236,000

Length: 800 linear feet

This project involved the design and construction of roadside exfiltration systems beneath sidewalks, sidewalk widening and replacement to meet ADA requirements, and striping and signage replacement along Calhoun Avenue. The project team was responsible for permitting, surveying, engineering design, and construction supervision to meet all City of Destin and NFWF grant requirements.



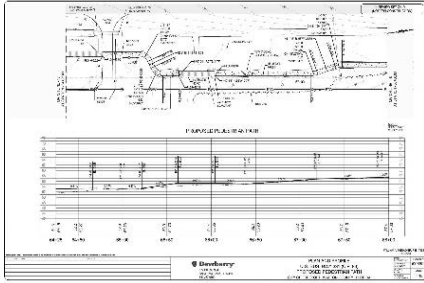
Juanita Ave, Kelly St., and Snapper Drive Drainage Improvement and Sidewalks (NFWF Grant) | City of Destin, FL

Contact: Joe Bodi, 850.827.6869, jbodi@cityofdestin.com

Actual Cost: \$847,000

Length: 4,100 linear feet

This project involved the design and construction of roadside drainage improvements and treatment, sidewalk widening and replacement to meet ADA requirements, and roadway patching, striping and signage replacement along Kelly Street, Maltezos Street, and Benning Drive. The project team was responsible for permitting, surveying, engineering design, and construction supervision to meet all City of Destin and NFWF grant requirements.



U.S. Business Highway 331 Pedestrian Path | City of Freeport, FL

Contact: Latilda Hughes-Neel, 850.835.2340, cityplanner@freeportflorida.gov

Projected Cost: \$1.2 million

Length: 3.53 miles

This project involved the design of 3.53 miles of sidewalk, boardwalk (at wetland crossings), and roadside drainage improvements along Business Highway 331. The City of Freeport has been awarded funding by the FDOT Safe Routes to School (SRTS) program with an estimated construction start in 2019 / 2020. The project team was responsible for permitting, surveying, and engineering design, and will be responsible for the construction oversight.

Availability of Workload & Willingness to Meet Time Requirement

Dewberry understands that in order to build your trust and confidence in our team, it is imperative that we offer a team with the availability and commitment required to deliver throughout the term of this contract. Verifying that our team members are available to you when needed is a commitment of our Project Manager, Cliff Knauer, PE, CFM. He will make sure the team remains dedicated through project completion and additional personnel are made available if needed.

Our project team includes professionals with the requisite experience to provide the anticipated services required under this contract. Based on our key personnel's current workload and projected hours for this project, we have ample capacity to tackle all project scope of services for the City of Destin on time and within budget.

The proximity of our office, coupled with our depth of staff and available capacity, and the level of in-house services that our team provides, allows us to be on-site to consult with you quickly.

Key Personnel	Current Workload
Client Management / Design Review Cliff Knauer, PE, CFM	70%
Design Kyle Spell. Designer	40%
Survey David Bartlett, PLS	60%

Project Schedule - Task	Start Date	Finish Date	*Duration
Survey	2/8/2019	3/8/2019	30 days
30 % Design Submittal	2/22/2018	3/22/2019	30 days
Review of 30% Plan Set by Public Works	3/22/2019	4/8/2019	14 days
60% Design Submittal	4/8/2019	4/22/2019	14 days
Review of 60% Plan Set by Public Works	4/22/2019	4/22/2019	14 days
100% Signed and Sealed Construction Plan	4/22/2019	5/6/2019	14 days
Contract Administration / Construction Docs / Final Estimate	5/6/2019	5/13/2019	7 days

*includes weekends and holidays

Project Approach and Understanding of Critical Issues

PROJECT APPROACH

Our approach is to keep you informed and up to date on project issues, communications, and agency meetings. We will do so in a way that does not impose undue burden on the City of Destin. We will handle our responsibilities in an independent and professional manner while making sure that all decisions relating to the project are in keeping with the intentions of the scope of work as well as the desire of the City of Destin and its residents.

CRITICAL ISSUES

Airport Road has a history of run-off-the road crashes along the 0.32 mile project area. The following roadway items will be addressed as part of our design:



Figure 1 - Sidewalks and crosswalks not meeting standards



Figure 2 - Excessive drop off at curbing



Figure 3 - Inadequate signage and reflectivity



Figure 4 – Excessive Vehicle Runoffs

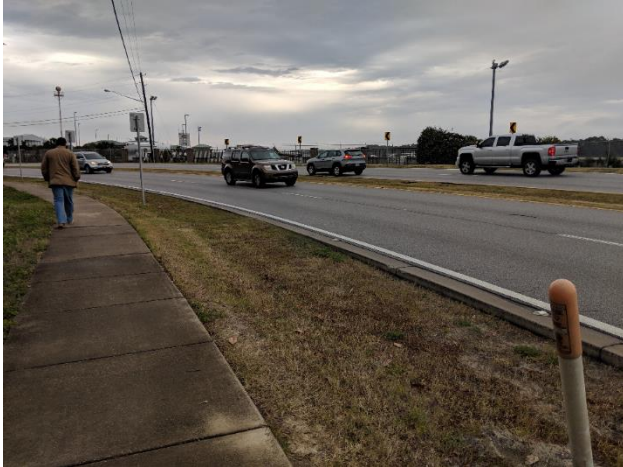


Figure 5 - Lack of Pedestrian Safety – need for barriers, lighting



Figure 6 - Pavement surface deterioration and lack of high friction surface

A preliminary list of items to be included in the design are as follows:

- Installation of raised curbing with inlets; installation of guardrail (as needed) to allow for vehicle recovery after loss of control.
- Replacement of sidewalks and crosswalks to meet FDOT, ADA, and City of Destin requirements.
- Re-designing roadside swales to remove drop off.
- Installation of high friction surface treatment to improve vehicle traction.
- Installation of new thermoplastic striping and high visibility audible / vibratory pavement markings to improve driver awareness.
- Installation of additional warning signage to improve driver awareness.
- Replacement of all signage with retroreflective posts and coatings
- Installation of additional roadway and sidewalk lighting to improve visibility.

QUALITY CONTROL

Quality control (QC) is integrated into every Dewberry project throughout the design and production phases rather than being applied as a separate oversight activity. We manage our business through a program of continuous quality improvement, wherein we work to determine, document, and then meet or exceed the quality expectations of our clients. We institute a quality ethic with each of our staff to ensure programmatic, functional, and technical excellence. The focus of Dewberry's QC program is to ensure all services are the highest quality regardless of individual project size or complexity.

Dewberry's QC program is implemented during the design process through periodic design reviews and regular project team meetings to ensure proper coordination and completion of all disciplines and their design elements towards a consistent and common goal. In addition to the project manager's duty of managing the overall project, he will also be responsible for overseeing the QC efforts. At the outset of each task, our project manager will identify QC staff to complete final checks and will ensure the QC program has been completed throughout the duration of the task. QC efforts will be completed by individuals not involved in the day-to-day design activities, and comments generated from the QC reviews will be documented, addressed, and verified before certification is provided that the QC process has been completed. These QC reviews will occur at critical points in the design of the task, but at a minimum prior to every milestone submission. Only then will the QC staff verify that QC efforts have been completed, that plans were appropriately modified, and ensure that the final details of the project are consistent with the scope of the task order. The formal submission will not be made until this QC process is complete. Dewberry's QC program and attention to detail are the reasons for multiple successful projects for owners, and it has also helped us maintain project budgets and schedules.

3. Other Statements, Forms and Documentation



www.dewberry.com

ADDENDUM #1

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATION (RFQ) NO. 18-15-PS
AIRPORT ROAD SIGNING AND PAVEMENT
MARKING PROJECT
DECEMBER 7, 2018**

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

Clarification:

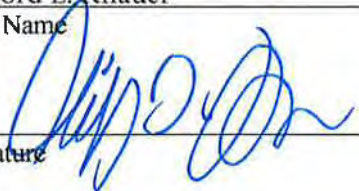
Inquiry Deadline: Thursday, December 20, 2018 at 5:00 P.M. CT
Opening Date: Thursday, December 27, 2018, 2:00 P.M. CT

END OF ADDENDUM #1

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

Receipt of Addendum #1 is hereby acknowledged:

Clifford L. Knauer
Print Name


Signature

12/10/2018
Date

ADDENDUM #2

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATION (RFQ) NO. 18-15-PS
AIRPORT ROAD SIGNING AND PAVEMENT
MARKING PROJECT
DECEMBER 11, 2018**

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

Clarification:

Exhibit B

ROAD SAFETY AUDIT Airport Road, From Main Street to SR 30 (US 98), Destin, Okaloosa County, FL

Opening Date is still Thursday, December 27, 2018, 2:00 P.M. CT

END OF ADDENDUM #2

A copy of this Addendum #2 signed and acknowledged shall precede the mandatory information required in the subject RFQ.

Receipt of Addendum #1 is hereby acknowledged:

Clifford L. Knauer
Print Name

Signature

December 11, 2018
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2018

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 MARSH USA, INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386	CONTACT NAME: Molly Koch PHONE (A/C, No, Ext): 202-263-6732 E-MAIL ADDRESS: molly.koch@marsh.com	FAX (A/C, No):
INSURED DEWBERRY ENGINEERS INC. 8401 ARLINGTON BOULEVARD FAIRFAX, VA 22031	INSURER(S) AFFORDING COVERAGE	
CN102736896-7/1-1.1a-18-19	INSURER A : Charter Oak Fire Insurance Company	NAIC # 25615
	INSURER B : Travelers Indemnity Co	25658
	INSURER C : Travelers Property Casualty Co. Of America	25674
	INSURER D : Beazley Insurance Company, Inc.	37540
	INSURER E : Lloyd's Of London	1126623
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

CLE-005442509-29

REVISION NUMBER: 4

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 ☒ CONTRACTUAL INS. COV. (INSURED CONTRACTS) GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			630-7792B312-COF-18	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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			810-6102A19A-IND-18	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP / COLL DED: \$ 1,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			CUP-4J580377-18-43	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PK-UB-1722B67-3-18	07/01/2018	07/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY			V11B5E180901	07/01/2018	07/01/2019	PER CLAIM/AGGREGATE \$ 2,000,000
E	EXCESS PROF. LIABILITY			FINPA1800118	07/01/2018	07/01/2019	PER CLAIM/AGGREGATE \$ 3,000,000

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

CERTIFICATE HOLDER

DEWBERRY ENGINEERS INC.
8401 ARLINGTON BLVD.
FAIRFAX, VA 22031

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
of Marsh USA Inc.

Manashi Mukherjee

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State of Florida

Department of State

I certify from the records of this office that DEWBERRY ENGINEERS INC. is a New York corporation authorized to transact business in the State of Florida, qualified on December 26, 2000.

The document number of this corporation is F00000007242.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 26, 2016, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelveth day of May, 2016*



Ken DeFoner
Secretary of State

Tracking Number: CU2450995430

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

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

State of Florida

Board of Professional Engineers

Attests that

Dawbenny Engineers Inc.

Florida: EREWBERRY 1 PR EXE E-RISH



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

Is authorized under the provisions of Section 471.024, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201900897 R

CA Lic. No:

8794



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB8011**

Expiration Date February 28, 2019

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

DEWBERRY ENGINEERS INC.
800 N MAGNOLIA AVE STE 1000
ORLANDO, FL 32803-3251

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KNAUER, CLIFFORD L.

877 N. COUNTY HIGHWAY 393
SANTA ROSA BEACH FL 32459

LICENSE NUMBER: PE53930

EXPIRATION DATE: FEBRUARY 28, 2021

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.

ASSOCIATION OF STATE

FLOODPLAIN MANAGERS, INC.

CERTIFICATION BOARD OF REGENTS

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE
CERTIFIED FLOODPLAIN MANAGER PROGRAM

Clifford Knauer, CFM

IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE
CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-15-08701, ISSUED 10/15/2015. THIS
CERTIFICATE SHALL EXPIRE 1/31/2020, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

Mark A. Riebau

CERTIFICATION BOARD OF REGENTS
PRESIDENT, MARK RIEBAU, CFM

Chad M. Berginnis

ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM





Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS4018**

Expiration Date February 28, 2019

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

DAVID JON BARTLETT
203 ABERDEEN PKWY
PANAMA CITY, FL 32405-6457

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

February 22, 2018

Kevin Knudsen, Vice President
DEWBERRY ENGINEERS, INC.
800 North Magnolia Avenue, Suite 1000
Orlando, Florida 32803

Dear Mr. Knudsen:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

www.fdot.gov

- Group 8 - Survey and Mapping
- 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.3 - Photogrammetric Mapping
 - 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
- 10.1 - Roadway Construction Engineering Inspection
 - 10.4 - Minor Bridge & Miscellaneous Structures CEI
- Group 13 - Planning
- 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
- Group 14 - Architect
- Group 15 - Landscape Architect

Your firm is now technically qualified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2019 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
137.73%*	114.62%*	0.501%*	Reimbursed	No	6.69%*	5.61%*^

*Interim Rates

^Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator



Employment Eligibility Verification

Welcome
Rebecca HarveyUser ID
RHAR0297Last Login
08:05 AM - 12/03/2012

Log Out

Click any  for help[Home](#)[My Cases](#)[New Case](#)[View Cases](#)[Search Cases](#)[My Profile](#)[Edit Profile](#)[Change Password](#)[Change Security Questions](#)[My Company](#)[Edit Company Profile](#)[Add New User](#)[View Existing Users](#)[Close Company Account](#)[My Reports](#)[View Reports](#)[My Resources](#)[View Essential Resources](#)[Take Tutorial](#)[View User Manual](#)[Contact Us](#)

Company Information

Company Name: Dewberry

[View / Edit](#)

Company ID Number: 104636

Doing Business As (DBA)
Name:

DUNS Number:

Physical Location:

Address 1: 8401 Arlington Boulevard

Address 2:

City: Fairfax

State: VA

Zip Code: 22031

County: FAIRFAX

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 540604420

Total Number of Employees: 1,000 to 2,499

Parent Organization:

Administrator:

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause

Federal Contractor Category: None of these categories apply

Employees being verified: Entire workforce (all new hires and all existing employees throughout the entire company)

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

[View / Edit](#)

Total Hiring Sites: 38

[View / Edit](#)

Total Points of Contact: 3

[View / Edit](#)

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Dewberry & Davis LLC (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any

action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The

Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

Company ID Number: 104636

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Dewberry & Davis LLC

Dell Nunaley

Name (Please type or print)

Title

Electronically Signed

03/04/2008

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

03/04/2008

Signature

Date

PUBLIC ENTITY CRIMES

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:

This sworn statement is submitted to The Board of County Commissioners,

Walton County, Florida by David Maxwell/Senior Vice President
(print individual's name and title)

for Dewberry Engineers Inc.
(print name of entity submitting sworn statement)

Whose business address is 877 North County Highway 393
Santa Rosa Beach, FL 32459

and (if applicable) its Federal Employer Identification Number (FEIN) is

13-0746510; **(if the entity has no FEIN, include the Social Security Number**

of individual signing this sworn statement:_____).

I understand that a “public entity crime” as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political; subdivision of any other state or of the United States, including, but not limited to, any bid or contract for good or services to be provided to any public entity or an 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.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(l)(b), Florida Statutes, means a 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 record 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.

I understand that an “affiliate” as defined in Paragraph 287.133(l)(a) Florida Statutes, means:

**A predecessor or successor of a person convicted of a public crime;
or;
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 person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.**

I understand that “person” as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the 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.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity Submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I understand that the submission of this form to the contracting officer for the Public Entity identified in Paragraph ONE (#1) above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Dewberry Engineers Inc.
Name of Bidder

By: David Maxwell, PE

David Maxwell

Title: Senior Vice President

STATE OF Florida

COUNTY OF Walton

Sworn to and subscribed before me this 12TH day of DECEMBER, 2018.

Personally known to me ✓, or produced the following identification as proof of identity. _____.

My Commission Expires: 10/03/2021

Shannon L. Borgen

Notary Public

SHANNON L. BORGEN

Printed Notary Name

Commission Expires: 10/03/2021



DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

In order to have a drug- free workplace program, a business shall:

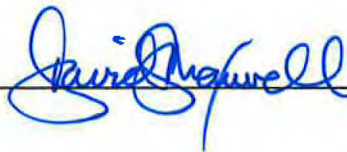
- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees 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 of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program as stated above?

☒ YES

☐ NO

NAME OF BUSINESS: Dewberry Engineers Inc.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Dewberry Engineers Inc.

Name of Consultant

December 12, 2018

Date

A handwritten signature in blue ink, appearing to read "David Rayfield", is written over the date line.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-030-50
PROCUREMENT
OGC - 03/17

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
18-15-PS	Airport Road Signing and Pavement Marketing Project	421993-2-38-01

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
David Maxwell, PE		December 12, 2018

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Dewberry Engineers Inc.

By: David Maxwell, PE

Date: December 12, 2018

Title: Senior Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

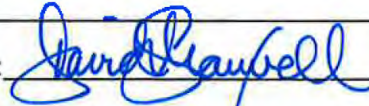
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES ☐ NO ☒

If no, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known: <u>Dewberry Engineers Inc.</u> <u>877 North County Highway 393</u> <u>Santa Rosa Beach, FL 32459</u> Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>David Maxwell, PE</u> Title: <u>Senior Vice President</u> Telephone No.: <u>804.205.3343</u> Date (mm/dd/yyyy): <u>12/12/2018</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

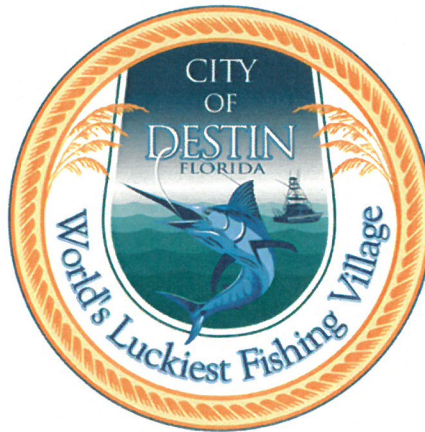
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**AIRPORT ROAD SIGNING AND PAVEMENT
MARKING PROJECT
REQUEST FOR QUALIFICATIONS
RFQ # 18-15-PS**

FDOT FPID #: 421993-2-38-01



**City of Destin, Florida
November 30, 2018**

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

**This Entire Package is for Convenience Only and to assist in filling out the Request for Qualifications.
Do Not Return with your response submittal.**

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**AIRPORT ROAD SIGNING AND PAVEMENT MARKING
PROJECT
(ADVERTISEMENT)
REQUEST FOR QUALIFICATIONS
FDOT FPID NO. 421993 -2-38-01
LAPIT Document No. G0Z84
Destin RFQ# 18-15-PS
This is a re-advertise of RFP# 18-14-PS**

The City of Destin is seeking civil engineering services relating to the design of improvements for the Airport Road Signing and Pavement Marking Project. The scope of this project will include the surveying, design, and permitting (if applicable) to install high friction surface coating on curve, chevron signs, curve warning signs, guardrail outside of curve in the WB direction, add RPMs & restriping w/thermoplastic pavement marking along Airport Road from Mattie Kelly Blvd to Quail Circle, project length is 0.32 miles in Destin, FL as identified in the City's Local Agency Participation contract with the Florida Department of Transportation (FDOT). Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

Work Types: 3.1 – Minor Highway Design
Inquiry Deadline: Wednesday, December 20, 2018 at 5:00 P.M. CT
Opening Date: Thursday, December 30, 2018, 2:00 P.M. CT

This project is federally funded with assistance from the FDOT and the Federal Highway Administration (FHWA). By submitting a response, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

Information regarding the Request for Qualifications can be obtained at the Destin City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541, and on the City's Web Site at www.cityofdestin.com. In order to ensure a fair, competitive, and open process, once a project is advertised for Letters of Qualifications, all communications between interested firms and the City must be directed to Mr. Rey Bailey, City Clerk, 850-837-4242 or at rbailey@cityofdestin.com.

If interested, qualified Consultants are required to submit the original and nine (9) copies and one (1) digital format copy of the letter of response to the Destin Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541 by the response deadline.

Please indicate on the envelope that this is a sealed response for the "RFQ # 18-15-PS Airport Road Signing and Pavement Marking Project Design Services".

**4200 INDIAN BAYOU TRAIL
DESTIN, FLORIDA
/s/ CITY CLERK**

PART I – GENERAL INFORMATION

The City of Destin is seeking civil engineering services relating to the design of improvements for the Airport Road Safety Upgrade Project. Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

Work Types: 3.1 – Minor Highway Design
Inquiry Deadline: Wednesday, December 20, 2018 at 5:00 P.M. CT
Opening Date: Thursday, December 30, 2018, 2:00 P.M. CT

This project is federally funded with assistance from the FDOT and the Federal Highway Administration (FHWA). By submitting a letter of response, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

Information regarding the RFQ can be obtained at the Destin City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541, and on the City's Web Site at www.cityofdestin.com. In order to ensure a fair, competitive, and open process, once a project is advertised for Letters of Qualifications, all communications between interested firms and the City must be directed to Mr. Rey Bailey, City Clerk, 850- 837-4242 or at rbailey@cityofdestin.com.

If interested, qualified Consultants are required to submit the original and nine (9) copies and one (1) digital format copy of the letter of response to the Destin City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541 by the response deadline. All letters of response shall be sealed.

The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, the contractor/consultant shall indemnify and hold harmless the City, its officers and employees and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the City's sovereign immunity.

Termination provisions for cause and convenience including manner and basis for settlement shall be found in Section 11.0 of the sample contract attached.

Contracting With City Employees Or Board Members: Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response or application of any type to Contract with the City or as specified in 23 CFR 1.33 and the requirements of 23 CFR 172.7(b)(4). The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Contact Prohibition: All prospective Proposers are hereby instructed NOT to 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 in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

PART II – QUALIFICATIONS PREPARATION INSTRUCTIONS

The Letter of Response shall be signed by an authorized representative of the firm. All information requested must be sealed when submitted. Failure to submit all information may result in a lower evaluation of the response submittal. Letters which are substantially incomplete or lack key information may be rejected by the City at its discretion. The selection of the short-listed firms will be based on the information provided in the submittal.

Information submitted with the letter of response should include documentation to demonstrate the firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to present a clear understanding of similar past projects, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short list the firms. On-site presentations and/or interviews may be requested of a short list of three or more firms. Once all reviews are complete, the short-listed firms will be ranked by the review committee with the top ranked firm being presented to the City Council for approval. Negotiations will follow pending City Council approval and FDOT approval.

All prospective submitters are hereby cautioned not to contact any City Council member or any member of the Review Committee after submittals are opened nor attempt to persuade or promote through other channels until notification that the Review Committee has arrived at a recommendation of the most qualified firms. Until notification is received, all contacts shall be channeled through Mr. Rey Bailey at 850-837-4242 or at rbailey@cityofdestin.com. Failure to comply with these procedures will be cause for disqualification of the firm's response submittal.

The City of Destin hereby notifies all firms that it will affirmative ensure that any contract entered pursuant to this advertisement and any DBE will be afforded full opportunity to submit a RFQ response in reply to this information. The contractor, sub recipient or subcontractor shall not discriminate based on race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

The City shall comply with the Local Government Prompt Payment Act in accordance with Florida Statutes Chapter 218 and the Public Records Act in accordance with Florida Statutes Chapter 119.

The City shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The Review Committee shall consider the following factors:

SUBMITTAL REQUIREMENTS

The proposer shall submit the original and nine (9) copies and one (1) digital format copy with all supporting documentation as described below (maximum of 20 pages plus the required documents outlined in Part 2, subsection 3.):

1. LETTER OF RESPONSE

Letter of response prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually should at a minimum include the following information:

- a. Project name/FDOT Financial Management Number
- b. Consultant's name and address
- c. Proposed responsible office for Consultant
- d. Contact person, phone number, and internet email address
- e. Indication as to whether the prime firm and/or sub-consultants are disadvantaged business enterprises (DBE)

2. SCORING FACTORS (max score 100)

- **Organization and Staffing (25 Points):** Identify the roles and responsibilities of the proposed key personnel and include everyone's experience and qualifications. Identify sub-consultant(s) that may be used for the project. Include resumes for each team member involved with the project.
- **Experience of the firm & References (25 Points):** Demonstrate experience in other projects of similar scope of work and complexity (a minimum of 3 sidewalk projects should be shown). A reference list for each project is required including the name of client contact familiar with the project, project name, telephone number and/or email address, brief description of the project, actual cost and project length. LAP projects should also be shown if possible.
- **Availability of workload & willingness to meet time requirement (20 Points):** Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with notice to proceed and ending with final plans and specifications submittal.
- **Project Approach and Understanding of Critical Issues (30 Points):** Explain the project approach to the design. Provide a list of known critical issues and methods of how they will be addressed. Describe the firm quality control process and how it is conducted with the team.

3. OTHER STATEMENTS, FORMS AND DOCUMENTATION

These documents are in addition to the (max. 20) support documents.

- a. Certificate of Insurance as described under the INSURANCE section for:
 - i. Workers Compensation Coverage
 - ii. General, Automobile and Excess or Umbrella Liability Coverage
 - iii. General Liability Coverage - Occurrence Form Required
 - iv. Business Auto Liability Coverage
 - v. Excess or Umbrella Liability Coverage
 - vi. Professional Liability
- b. Proof of Licenses/Certifications
Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.

Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: <http://ccfcorp.dos.state.fl.us/index.html>.

- c. FDOT Prequalification Letter: 3.1 – Minor Highway Design (This will depend on the type of project you are designing).
- d. E-Verify
The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- e. Public Entity Crimes Statement
- f. Drug-Free Workplace Form
- g. Truth in Negotiation Certification (FDOT Form #375-030-30)
- h. Conflict of Interest Certification (FDOT Form #375-030-50)
- i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)
- j. Certification of Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form #375-030-33 and if necessary #375-030-034)

LENGTH OF SERVICE

The Consultant's engineering design services shall begin upon written Notice to Proceed (NTP) by the City. It is anticipated that the NTP will be issued by February 8, 2019. It is projected that all work will be completed by June 1, 2019.

TERMS FOR FEDERAL AID CONTRACTS

For this FDOT assisted contract, the Terms for Federal Aid contracts (FDOT Form 375-040-84) shall be incorporated into the final agreement. These include, but are not limited to mandatory nondiscrimination clauses required for compliance with Title VI of the Civil Rights Act of 1964 and other federal and state authorities. The prime Consultant will be responsible for including these terms in any sub-consultant contracts used for the project.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

For this FDOT assisted contract, Destin has adopted the FDOT DBE Program goal. The FDOT began its race neutral DBE program on January 1, 2000 and has an overall 10.65% goal it must achieve. While the utilization is not mandatory to be awarded the contract, continuing utilization of DBE firms on contracts supports the success of Florida's Race-Neutral DBE Program, and supports contractor's Equal Employment Opportunity and DBE Affirmative Action Programs.

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both DBE's and non-DBEs. You must complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>

INSURANCE

The Consultant shall procure and maintain the following described insurance, except for coverages specifically waived by the City. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Consultant shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that all its sub-consultants obtain and maintain until the completion of that sub-consultant's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the consultant. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Consultant's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name the City as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The consultant waives its right of recovery against the City, to the extent permitted by its insurance policies.

The consultant's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The consultant is responsible for the amount of any deductible or self-insured retention.

Insurance required of the consultant or any other insurance of the consultant shall be considered primary, and insurance of the City, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage: The Consultant shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13) (d) and 440.10(1)(g) Florida Statutes. Consultant shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage: The consultant shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required: Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent consultants, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (X,C,U) exposures.

Coverage B shall include personal injury. Coverage C, medical payments, is not required.

The consultant is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

Business Auto Liability Coverage: Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage: Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Professional Liability: \$1,000,000 per occurrence minimum limit.

PART III – SCOPE OF SERVICES

The services sought are survey, design, and permitting for the to install high friction surface coating (HFST) a dense graded aggregate surfacing, by milling and resurfacing on curve, chevron signs, curve warning signs, guardrail outside of curve in the west bound direction, add RPMs & restriping w/thermoplastic pavement marking along Airport Road from Mattie Kelly Blvd to Quail Circle, project length is 0.32 miles in Destin, FL. The purpose of the milling resurfacing is to give the HFST coating an adequate surface to adhere. The design shall primarily be consistent with the Airport Road from Main Street to SR 30 Road Safety Audit, see Exhibit B.

A. Surveying

1. The Consultant shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda. A graphic depiction and/or description of areas needed for topographical survey, DTM, cross sections, utilities, drainage structures, and wetland lines may be required.
2. Prepare a survey for the resurfacing construction limits as identified in the Local Agency Program (LAP) Agreement along Airport Road from Mattie Kelly Blvd to Quail Circle.
3. Locate all above ground features and improvements.
4. Identify which utilities exist within the corridor during the survey phase by calling Sunshine 811. A copy of the Sunshine 811 “design” ticket listing all utility owners within the project limits shall be provided within 10 days of the Notice to Proceed (NTP).
5. Under Ground Utilities - Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates.
6. Perform field location (2-dimensional) of maintained R/W limits as defined by respective authorities.
7. Perform field location (2-dimensional) of jurisdiction limits as defined by respective authorities.
8. Establish and implement a QA/QC plan for the survey.

B. Engineering

1. Perform design and prepare plans for resurfacing Airport Road from Mattie Kelly Blvd to Quail Circle as identified in the LAP Agreement. All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the FDOT which include, but are not limited to, publications such as:
 - a. The Florida Green Book
 - b. The Florida Department of Transportation Design Manual (FDM).
 - c. The FDOT Standard Plans for Road and Bridge Construction.
 - d. The Manual on Uniform Traffic Control Devices (MUTCD).
 - e. The Americans with Disabilities Act (ADA).
 - f. FDOT Flexible Pavement Design Manual
2. All existing drainage structures within the limits of construction shall be shown on the construction plans. The Consultant shall inspect all drainage structures for function, scour, erosion, structural integrity, accumulation of sediments, and design as it pertains to pedestrian and vehicular safety.

The Consultant should review all locations for a functional design that will meet FDOT clear

zone criteria. A Design Exception will be required if any drainage structure creates a hazard in the clear zone, and is to remain. Every location should be reviewed and any broken mitered end that is creating a safety hazard should be reconstructed.

3. Guardrail and guardrail end anchorage assemblies should be evaluated for conformance to FDOT Standards for type, height, and offset to the travel lanes and hazards. Existing guardrail shall be evaluated to determine if the length of advancement meets FDOT Standards. The guardrail should be extended if required.
4. Prepare design, details, and quantities associated with signing and pavement markings for this project. Evaluate the existing signage to determine the need for additional signs, correcting redundant or conflicting signage, and the replacement of damaged signs.

A No U-Turn Study will be required.

The Consultant shall evaluate and design all signs to meet current Design Standards and the FDOT Multi-Post Sign Program.

5. Perform a Pavement Condition Survey (including coring, testing, and preparing the report)
6. Provide a Pavement Design.
7. As early as possible, the collected survey data along this project shall be analyzed by the Consultant to determine if minimum and maximum cross slope requirements are met throughout the project limits. Once the determination is made that cross slope correction will be implemented, the Consultant must determine if any additional survey is required to provide an adequate design and accurate quantities. The Consultant shall then review the cross sections and determine the method of correction (variable depth milling or overbuild) and the details/tables required. A proposed design for cross slope correction must be included in the Phase II Plans.
8. Prepare Traffic Control Plan (TCP) as necessary to accommodate resurfacing of Airport Road.
9. Prepare design documentation.
10. Perform a Field Review with plans in hand after 60% Review comments are received by City and FDOT.
11. Develop accurate quantities and the supporting documentation in computation booklets.
12. Prepare contract documents, technical specifications and plans.
13. Identify all existing utilities in the plans. Coordinate with all utility companies during the design process. Distribute all plans, conflict matrixes and changes to affected utility owners. Make sure this information is properly coordinated and documented. Certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule.
14. **Field Reviews:** The Consultant shall make as many trips to the project site as required to obtain necessary data for all elements of the project.
15. **Technical Meetings:** The Consultant shall attend all technical meetings necessary to execute the Scope of Services of this contract. The Consultant shall prepare, and submit to the City's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.
16. **Quality Assurance Quality Control (QAQC):** It is the Consultant's responsibility to independently and continually QC their plans and other deliverables. The Consultant shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the Consultant and their sub-consultant(s) under this contract.

17. **Permitting:** Prepare the Northwest Florida Water Management District (NFWFMD) Stormwater Noticed General Permit Application, if necessary.
18. Within ten (10) days after the Notice-To-Proceed, and prior to the Consultant beginning work, the Consultant shall provide a detailed project activity/event schedule with actual dates and Consultant scheduled activities required. The schedule shall be based upon the durations and schedule negotiated during the project staff hour negotiations process. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the Consultant shall allow for a three (3) week review time for each phase review and other submittals as appropriate. The schedule shall indicate, at a minimum, proposed dates for Phase I, II, III, and IV plans and all other appropriate milestones and required submittals.
19. Provide monthly status reports and update meetings through the design and permitting process.
20. Attend progress meetings with the City as necessary.
21. Develop probable cost of construction estimate after 90% design is complete.
22. Upload documents into the Department's Local Agency Program Information Tool (LAPIT) as necessary and response to comments the Department's Electronic Review Comments (ERC) System
23. Provide any necessary materials for public announcements or public participation meetings required by the FDOT.

C. Deliverables

1. One set of 30% Design Plans for the City's review.
2. Two sets of 60% Design Plans for the City and Department's review.
3. Two sets of 90% Plans and Specifications for the City and Department's review.
4. Two sets of 100% signed and sealed Construction Plans and Specifications (Released for Construction).
5. One copy of the signed and sealed Design and Computations Booklet.
6. One set .pdf and one set of cad files of the Construction Plans and Specifications (Released for Construction).

D. Compensation

Method of compensation is outlined in the professional services contract between the City of Destin and the Consultant.

The finished product will result in FDOT approved plans and specifications and bid documents in both hard copy and electronic versions ready for project bidding and construction during the following fiscal year.

Services provided by the Consultant shall comply with all aspects of the Destin's Local Agency Program Agreement with the Florida Department of Transportation identified as FPID #421993 -2-38-01.

PART IV – EVALUATION OF RESPONSES

EVALUATION METHOD AND CRITERIA

All responses will be subject to review and an evaluation process. All proposers responding to the Request for Qualifications (RFQ), who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible submittals received.

Responses shall include all of the information solicited in this RFQ, and any additional data that the Consultant deems pertinent to the understanding and evaluating of the response. Each respondent will be ranked based on the criteria herein addressed.

Responses will be reviewed by the Review Committee and evaluated based on the format and content outlined in the response submittal as follows:

EVALUATION CRITERIA	POINTS
Organization and Staffing	25 Max
Experience of the firm & References	25 Max
Availability of workload & willingness to meet time requirement	20 Max
Project approach and understanding of critical issues	30 Max
TOTAL	100

SELECTION

The top ranked firms will be recommended to the City Council for presentation and selection approval on December 17, 2018. Should a tie occur, an alternate committee member (Mayor) will be asked to evaluate the firms based on the response submittal and presentations. The alternate score will be the tie-breaker.

The firm name with the required selection documentation will be forwarded to FDOT for approval of the selected firm. Should FDOT concur with the City Council's recommendation, contract price negotiations will begin between the selected firm and Destin. A determination of allowable costs accordance with the Federal cost principles will be performed for services rendered under the contract.

Destin shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by posting on the City's website www.cityofdestin.com. The notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

PART IV – PROCUREMENT AND CONTRACT SCHEDULE

The anticipated schedule for this project is as follows:

RFQ Advertised & Posted on Website	December 3, 2018
Deadline for Questions	December 20, 2018
RFQ Due Date	December 30, 2018
Review Committee Short list	January 8, 2019
Rankings Presented to CC for Selection and Approval to begin Negotiations	January 22, 2019
Final Scores & Ranking Submitted to FDOT for Review	January 23, 2019
Contract Negotiations	January 30, 2019 – February 7, 2019
Finalize / Execute Agreement	January 5 –14, 2019
Issue Notice to Proceed	February 8-14, 2019
30% Plans Submittals	April 22, 2019
60% Plans Submittals	May 22, 2019
90% Plans Submittals & Draft Bid Documents	June 17, 2019
Final Plans & Completed Bid Documents	July 12, 2019

EXHIBIT A

Sample Contract with Attachments

Contract No. _____

**AGREEMENT FOR CIVIL ENGINEERING SERVICES
FOR DESIGN OF
AIRPORT ROAD SIGNING AND PAVEMENT MARKING PROJECT**

THIS AGREEMENT, dated _____, 2019, is entered into by the City of Destin (“City”) and _____. The City and the Consultant also may be referred to individually as a “Party” or collectively as the “Parties.”

Recitals

The City issued Request for Qualifications No. 18-15-PS (“RFQ”) for civil engineering services relating to the design of improvements to the Airport Road Signing and Pavement Marking Project. The Consultant submitted a response, dated __, 2019, to the RFQ, and the City, after evaluation of the responses received, selected the Consultant for an award of a contract for the design services. The City and the Consultant now desire to enter into a contract providing for the furnishing of such services upon the terms and subject to the conditions set forth herein.

The parties therefore agree as follows:

1.0 OBJECTIVE

1.1 The Consultant shall furnish consulting services, as requested by the City, in support of the development of the design, plans and specifications for construction of the Airport Road Signing and Pavement Marking Project ("Project"). The consulting services to be performed are generally described in the Scope of Services, which is attached as Exhibit “1” to this Agreement and is by reference incorporated herein.

2.0 CONTRACT TERM

2.1 The Scope of Services to be rendered by the Consultant shall be completed in accordance with the project schedule included in Exhibit "2". The commencement date for services shall be the date

specified in the written notice to proceed from the City's Project Manager.

2.2 Changes to such project schedule shall be subject to mutual agreement of the City and Consultant.

3.0 COMPENSATION

3.1 For the satisfactory completion of the Scope of Services, the Consultant shall be paid a total sum not to exceed \$ _____. The method of payment under this Agreement will be based on LUMP SUM AMOUNT or SPECIFIC RATES OF COMPENSATION. The compensation shall be payable monthly based upon the proportionate amount of work completed and accepted by the CITY. The total amounts payable with respect to services rendered during each Project activity shall not exceed the amounts set forth in Exhibit "3, unless modified by an amendment executed by the City and Party.

3.2 The Consultant shall submit invoices to the designated Project Manager.

3.3 The City shall pay the Consultant's invoices in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, et.seq, Florida Statutes.

4.0 ADDITIONAL OBLIGATIONS OF THE CONSULTANT AND CITY

4.1 The City and the Consultant acknowledge the relation of trust and confidence established each to the other, and each Party agrees to cooperate with the other in every respect in advancing project interests. Specifically, but without limitation, the Consultant covenants with the City to furnish his professional skill, care and judgment in accordance with the prevailing standard of skill, care and judgment expected of any professional Consultant under circumstances similar to those to be encountered on the type of projects undertaken, and to cooperate with the City in advancing the interest of the City. The Consultant acknowledges that the City reserves the right to provide to the Consultant from time to time, suggested approaches to problems and revisions to the work products.

4.2 When requested, and not at the expense of the Consultant, the City will furnish maps, drawings, records, audits, annual reports, and other data that are available in the files of the City and which are required for the work undertaken pursuant to this Agreement. If the work to be undertaken will require substantial information or documents from the City's records, Consultant shall identify those requirements to the Project Manager. The City will also examine studies, reports, sketches, drawings, specifications, proposal, and other documents presented by the Consultant and render decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

4.3 The City shall give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or non-conformance in the services performed by the Consultant or any sub-consultant.

4.4 The Consultant shall provide, to the City, copies of drawings, reports, specifications and other necessary information identified in this Agreement in electronic form or electronic data for incorporation into the instruments of service as is required for the completion of the Project. CAD files of all construction documents will be provided to the Consultant for record.

4.5 The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of this Agreement, including subconsultants assigned by the Consultant to perform work pursuant to the Contract. The E-Verify form is included as Attachment H.

5.0 INDEMNIFICATION

To the fullest extent permitted by law, the contractor/consultant shall indemnify and hold harmless the City, its officers and employees and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages,

losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the City's sovereign immunity.

6.0 INSURANCE

6.1 Prior to commencing work, Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the Agreement, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of Services hereunder by Consultant, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Consultant.

6.1.1 Consultant shall maintain the following coverage with limits no less than the indicated amounts:

- (a) Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claim- made or preferably on an occurrence basis.

The insurance shall include coverage for the following:

- i. Premise/Operations
- ii. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- iii. Products/Completed Operations
- iv. Contractual
- v. Independent Consultants
- vi. Broad Form Property Damage
- vii. Personal Injury

- (b) Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per

accident for property damage and personal injury.

- i. Owned/Leased Autos
- ii. Non-Owned Autos
- iii. Hired Autos

(c) Workers' Compensation and Employers'/Umbrella Liability Insurance -

Workers' Compensation statutory limits as required by Chapter 440. Florida Statutes.

This policy should include Employers'/Umbrella Liability Coverage for \$1,000,000 per accident.

(d) Professional Liability Insurance - \$1,000,000 or as per project (ultimate loss value per occurrence).

6.1.2 Other Insurance Provisions

(a) Commercial General Liability and Automobile Liability Coverage's

- (i) City, members of its City Council, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, leased or used by Consultant or premises on which Consultant is performing Services on behalf of City. The coverage shall contain no special limitations on the scope of protection afforded to City, members of its City Council, commissions and committees, officers, agents, employees and volunteers.

- (ii) The Consultant's insurance coverage shall be primary insurance as respects City, members of its City Council, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, members of its City Council, commissions

and committees, officers, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, members of its City Council, commissions and committees, officers, agents, employees and volunteers.
- (iv) Coverage shall state that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Workers' Compensation and Employers' Liability and Property Coverage's

The insurer shall agree to waive all rights of subrogation against City, member of its City Council, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Consultant in the performance of Services under this Agreement.

(c) All Coverage's

Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to City in accordance with this Agreement.

- (ii) If Consultant, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract.

City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach.

- (iii) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Consultant, City

may deduct from sums due to Consultant any premium costs advanced by City for such insurance.

- (iv) City shall be named as an additional insured on General Liability and Auto policies.

6.1.3. Deductibles

Any deductibles must be declared to and approved by City. At the option of City, the insurer shall reduce or eliminate such deductibles as respects City, members of its City Commission, City Councils, commissions and committees, officers, agents, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

6.1.4. Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

6.1.5. Verification of Coverage

Consultant shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be submitted with the proposal as a first peer review. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by City before work commences.

6.1.6. Sub-consultants and Subcontractors

Consultant shall include each of its sub-consultants and subcontractors as insured under the policies of insurance required herein.

7.0 NONDISCRIMINATION IN EMPLOYMENT

By the execution of this Agreement, the Consultant agrees to and assures the City of the following:

- 7.1** The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, age, disability, marital status, color or national origin. The Consultant will insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, disability, marital status, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 7.2** The Consultant agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.
- 7.3** The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that the firm is an Equal Opportunity Employer.
- 7.4** In the event that the Consultant does not comply with these assurances of nondiscrimination, this Agreement may be canceled, terminated, or suspended in whole or part.

8.0 CONTRACT RECORDS

The City shall have access to all books, documents, papers, and records of the Consultant directly pertinent to this Agreement to making audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records and other records pertinent to this Agreement for five (5) years after the City makes final payment and all other pending matters are closed.

9.0 OWNERSHIP OF DOCUMENTS

- 9.1** The term "City Design Documents" shall mean any and all documents prepared by City staff, or by other consultants to the City, relating to design or construction of the Project, including but not limited to prints, Mylar's, plans, tracings, drawings, design data, details, design premises, calculations, survey notes and survey records, sketches, models, computer files, reports, specifications, and technical provisions. All City Design Documents shall be and remain the property of the City, and the City shall retain all common law, statutory and other reserved rights, including the copyright. City Design Documents shall not be used on other work by the Consultant or be provided to third parties and shall be returned to the City at the conclusion or termination of this Agreement
- 9.2** All designs, drawings, specifications, data and information prepared by Consultant shall be the property of the City, but the City hereby grants to the Consultant an irrevocable right to use the foregoing in its business. The Consultant shall deliver the originals (hard copy and/or electronic file) of all such documents to the City upon completion of Consultant's work under this Agreement. Without written verification or adaptation by the Consultant for the specific purpose intended, such documents are not intended or represented to be suitable for reuse by the City or others for any project other than that for which they were originally prepared.

10.0 ERRORS AND OMMISIONS

Acceptance of the work by the City or Agreement termination does not constitute City approval and will not relieve the Party of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Party shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Party

without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

11.0 TERMINATION OR SUSPENSION OF PROJECT

The City may, by written notice to the Consultant, suspend any or all of the Consultant's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the City may terminate this Agreement in whole or in part at any time the interest of the City requires such termination.

11.1 If the City determines that the performance of the Consultant is not satisfactory, the City shall notify the Consultant of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Consultant of the deficiency that requires correction. If the deficiency is not corrected within such period, the City may either (1) immediately terminate the Agreement as set forth in paragraph 11.2 below, or (2) take whatever action is deemed appropriate by the City to correct the deficiency. In the event the City chooses to take action and not terminate the Agreement, the Consultant shall, upon demand, promptly reimburse the City for any and all costs and expenses incurred by the City in correcting the deficiency.

11.2 If the City terminates the Agreement with cause or for convenience, the City shall notify the Consultant of such termination in writing at least fourteen (14) days or thirty (30) days in advance. The notice from the City shall include instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

11.3 If the Agreement is terminated before the Project is completed, the Consultant shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the

contract price. All work in progress will become the property of the City and will be turned over promptly by the Consultant.

- 11.4** The City reserves the right to unilaterally cancel this Agreement for refusal by the Consultant or any sub-consultant to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- 11.5** Upon receipt of any final termination or suspension notice under this paragraph 10., the Consultant shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the City or upon the basis of terms and conditions imposed by the City upon the failure of the Consultant to furnish the schedule, plan, and estimate within a reasonable time. The closing out of the Project shall not constitute a waiver of any claim which the City may otherwise have arising out of this Agreement.

12.0 PROHIBITION AGAINST CONTINGENT FEES

In compliance with Sections 287.055(5)(a), and (6)(a), Florida Statutes, the Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, a fees, commission, percentage, gift, or other

consideration contingent upon or resulting from the award or making of the Agreement. Any breach or violation of this warranty shall entitle the City to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.0 CONFLICT OF INTEREST

The Consultant hereby certifies that it will completely disclose to the City all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the City. Failure to abide by this section shall result in the immediate termination of this Agreement.

14.0 LUMP SUM OR COST PLUS FIXED FEE CONTRACTS

The Consultant certifies that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the City to be inaccurate, incomplete, or non-current, the original price for such Agreement and any additions there to shall be adjusted to exclude any increases in the compensation paid to Consultant due to such circumstances. A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this Agreement.

15.0 GENERAL PROVISIONS

- 15.1** Consultant shall not assign any of their rights or obligations under this Agreement without prior approval by the City.
- 15.2** Consultant shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any sub-consultants shall interface directly with the City.

- 15.3** This Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Destin, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.
- 15.4** Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.
- 15.5** If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, as follows:

To the City:
Tim Pietenpol
Director, Public Services
4200 Indian Bayou Trail
Destin, FL 32541
(850) 837-4242

To the Consultant:
Orange Consulting
Project Manager
120 Orange Blossom Trail
Destin, FL 32541
(888) 888-8888

- 15.6** A party's timely performance of its obligations under this Agreement, only to the extent such performance is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and for as long as performance of such obligations is prevented by reason of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or missions, except in those cases where that party could have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use reasonable efforts to minimize the impact of that delay on that party's

performance. Additionally, neither party shall be liable to the other for damages caused by such events.

- 15.7** The Consultant will be allowed to photograph the finished product at their own expense and use said photography for marketing purposes. Such marketing cannot state or imply endorsement of the Party by the City.
- 15.8** The Consultant shall be evaluated within sixty (60) days upon completion of the project. The evaluation will provide an indication of the designer's ability to develop practical, accurate, complete and cost-effective construction plans. The Consultant shall be given the opportunity to give written comments in response to the completed evaluation.
- 15.9** If, after Project completion, any claim is made by the City resulting from an audit or for work or services performed pursuant to this Agreement, the City may offset such amount from payments due for work or services done under any agreement which it has with the Consultant owing such amount if, upon demand, payment of the amount is not made within 60 days to the City. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the City. In no event shall the making by the City of any payment to the Consultant constitute or be construed as a waiver by the City of any breach of covenant or any default which may then exist on the part of the Consultant and the making of such payment by the City, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the City with respect to such breach or default.
- 15.10** Public Entity Crimes As required by Florida State Statute 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit

proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO [\$35,000] for a period of 36 months from the date of being placed on the convicted vendor list.” Moreover, any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

- 15.11** The selected Consultant shall implement and meet the requirements for a drug-free workplace. Certification provided in Attachment J.
- 15.12** The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Certification and details provided in Attachment K.
- 15.13** This project is a Federal Aid Contract. All terms included in Attachment B shall be incorporated into this contract and project design.

16.0 FORMS AND ATTACHMENTS

The following attachments are hereby incorporated as part of the contract documents: FDOT

Form can be found at the following link: <https://fms.fdot.gov/>

Attachment A – Representations/Certifications Federal Form W-9 (www.irs.gov)

Attachment B – Local Agency Program Federal-Aid Terms for Professional Services Contracts (FDOT Form 375-040-84)

Attachment C – DBE Participation Statement (FDOT Form 375-030-62)

Attachment D – Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form #375-030-32)

Attachment E – Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form #375-030-33 and if necessary #375-030-034)

Attachment F – Bid Opportunities List for Commodities & Contractual Services (FDOT Form 375-040-62)

Attachment G – Truth in Negotiation Certification (FDOT Form #375-030-30)

Attachment H – U.S. Department of Homeland Security's E-Verify form (<https://www.uscis.gov/i-9>)

Attachment I – Conflict of Interest/Confidentiality Certification (FDOT Form #375-030-50)

Attachment J – Drug Free Workplace Program Certification

Attachment K – Public Records Form (FDOT Form #375-030-61)

Attachment L – DBE Bid Package Information (FDOT Form 275-030-11)

Attachment M – Advertised Request for Proposals with Addendums

Exhibit 1 – Scope of Services

Exhibit 2 – Project Schedule

Exhibit 3 – Compensation

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CITY of DESTIN

Attest:

By: _____
Rey Bailey, City Clerk

By: _____
Gary Jarvis, Mayor

Approved as to form:

By: _____
City Attorney

CONSULTANT

Witness as to Consultant

By: _____

(Type or print name and title of signatory)

Witness as to Consultant

Attachment A

SAMPLE

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

--	--	--	--	--	--	--	--	--	--

Social security number

- -

or

Employer identification number

--	--	--	--	--	--	--	--	--	--

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 on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

• Form 1099-K (merchant card and third party network transactions)

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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 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?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SAMPLE

Attachment B

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

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TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

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of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, City Councils, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 - 1. employ or retain, or agree to employ or retain, any firm or person, or
 - 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,

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both criminal and civil.

P. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Attachment C

SAMPLE

ASPIRATION GOAL FORM FOR "DBE" AND "NON-DBE SMALL BUSINESS" FIRMS

This form is not applicable for BDI reserved contracts and contracts that have under-utilization goals.

Note: The Firm is required to complete the following information and submit this form in accordance with advertisement instructions.

Contract No.:	
Project Description:	
Firm Name:	

This Firm ☐ is ☐ is not a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

This Firm ☐ is ☐ is not a Small Business.

Expected percentage of contract fees to be utilized by DBE(s): ____%. (Please add together fees for DBE prime (if applicable) and DBE subs).

Firms listed in the table below should appear in the Department's listing of DBE's at:

<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

The proposed DBE contractors/consultants are as follows:

DBE Prime (If applicable)	Type of Work	Percentage
		%
		%
		%
DBE Subcontractor/Subconsultant	Type of Work	Percentage
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Please note, the winning firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award.

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses ____%. (Please add together fees for Non-DBE Small Business prime (if applicable) and Non-DBE Small Business subs).

Professional Services firms listed below should appear on the Department's listing of all Non-DBE Small Businesses at:

<http://www2.dot.state.fl.us/procurement/professionalservices/lppc/sbeonly.htm>. Road and bridge construction firms and

other non-professional services firms should appear on the Department's listing at:

http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe?_service=default&_program=inetprog.db2.smbusform.scl

The proposed Non-DBE Small Business contractors/consultants are as follows:

Non-DBE Small Business Prime (If applicable)	Type of Work	Percentage
		%
		%
		%

Non-DBE Small Business Subcontractor/Subconsultant	Type of Work	Percentage
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

By: _____

Title: _____

Date: _____

Attachment D

SAMPLE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneously by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment E

SAMPLE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?

YES ☐ NO ☐

If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, <i>if known</i> : _____ _____ _____ _____ Congressional District, <i>if known</i> : 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, <i>if known</i> : _____
6. Federal Department/Agency: _____ _____ _____	7. Federal Program Name/Description: _____ _____ _____ CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known: _____ _____ _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Qualifications (RFQ) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment F

SAMPLE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL
SERVICES**

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ _____ 5. Year Firm Established: _____	6. ☐ DBE ☐ Non-DBE	7. Annual Gross Receipts ☐ Less than \$1 million ☐ Between \$1 - \$5 million ☐ Between \$5 - \$10 million ☐ Between \$10 - \$15 million ☐ More than \$15 million
--	---	--

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ _____ 5. Year Firm Established: _____	6. ☐ DBE ☐ Non-DBE	7. Annual Gross Receipts ☒ Less than \$1 million ☐ Between \$1 - \$5 million ☐ Between \$5 - \$10 million ☐ Between \$10 - \$15 million ☐ More than \$15 million
--	---	---

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ _____ 5. Year Firm Established: _____	6. ☐ DBE ☐ Non-DBE	7. Annual Gross Receipts ☒ Less than \$1 million ☐ Between \$1 - \$5 million ☐ Between \$5 - \$10 million ☐ Between \$10 - \$15 million ☐ More than \$15 million
--	---	---

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ _____ 5. Year Firm Established: _____	6. ☐ DBE ☐ Non-DBE	7. Annual Gross Receipts ☐ Less than \$1 million ☐ Between \$1 - \$5 million ☐ Between \$5 - \$10 million ☐ Between \$10 - \$15 million ☐ More than \$15 million
--	---	--

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal –EPLY
(Invitation to Negotiate – ITN)**

Attachment G

SAMPLE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

Date

Attachment H

SAMPLE



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 08/31/2019

► **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation (*Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.*)

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)		
Address (Street Number and Name)			Apt. Number	City or Town		State	ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number [][][] - [][] - [][][][]		Employee's E-mail Address			Employee's Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

☐ 1. A citizen of the United States
☐ 2. A noncitizen national of the United States (<i>See instructions</i>)
☐ 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____
☐ 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. (<i>See instructions</i>)
<i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i> 1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ OR 3. Foreign Passport Number: _____ Country of Issuance: _____
QR Code - Section 1 Do Not Write In This Space

Signature of Employee	Today's Date (mm/dd/yyyy)
-----------------------	---------------------------

Preparer and/or Translator Certification (check one):

☐ I did not use a preparer or translator. ☐ A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)		
Last Name (Family Name)		First Name (Given Name)		
Address (Street Number and Name)		City or Town	State	ZIP Code



Employer Completes Next Page





Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 08/31/2019

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
-------------------------------------	-------------------------	-------------------------	------	--------------------------------

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)
Document Title		Additional Information QR Code - Sections 2 & 3 Do Not Write In This Space		
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ (See instructions for exemptions)

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative	Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)		City or Town	State ZIP Code

Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.)

A. New Name (if applicable)			B. Date of Rehire (if applicable)
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
----------------	-----------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
--	---------------------------	---

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 4. Employment Authorization Document that contains a photograph (Form I-766) 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form. 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority - For persons under age 18 who are unable to present a document listed above: 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record	1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION 2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240) 3. Original or certified copy of birth certificate issued by a State, City, municipal authority, or territory of the United States bearing an official seal 4. Native American tribal document 5. U.S. Citizen ID Card (Form I-197) 6. Identification Card for Use of Resident Citizen in the United States (Form I-179) 7. Employment authorization document issued by the Department of Homeland Security

Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.

Attachment I

SAMPLE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-030-50
PROCUREMENT
OGC – 03/17

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

Attachment J

SAMPLE

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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 of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program as stated above?

☐ **YES**

☐ **NO**

NAME OF BUSINESS: _____

Attachment K

SAMPLE

PUBLIC RECORDS FORM

Contract No: _____

Financial Project No(s): _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

(2) Provide the public with access to public records on the same terms and conditions that the Department 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.

(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.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor 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 Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

Authorized Signature: _____ Date: _____

Print: _____ Title: _____

Company/Firm: _____

Attachment L

SAMPLE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
10/17
Page 1 of 2

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/ .

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f> .

DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
10/17
Page 2 of 2

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

Attachment M

SAMPLE

**ADVERTISED RFQ and
CONTRACT ATTACHMENT**

SAMPLE

EXHIBIT B

ROAD SAFETY AUDIT

Airport Road
From Main Street to SR 30 (US 98)
Destin, Okaloosa County, FL

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM: Lance Johnson, City Manager

DATE: January 31, 2019

SUBJECT: Request to rescind Council motion to install temporary guardrail on Airport Road curve.

I. BACKGROUND: At the December 17, 2018 meeting, Council motioned to install guardrails along portions of Airport Road near the curve location as a temporary measure.

Staff is recommend that Council rescind their motion based on these findings:

1. Failure to properly design the guardrail can put the City at extreme risk and the City's Public Risk Insurance Agent recommends against installing the railing from a liability standpoint unless properly designed and installed. (email attached)
2. In order to safely install a guardrail, a traffic engineer should design the rail and a certified FDOT contractor should install to ensure all FDOT requirements are met.
3. The design phase for Airport Road safety improvement project is expected to be completed in May 2019 with construction to start Oct 2019.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Memorandum - Airport Curve
2. Public Risk Insurance Agency Email

DEPARTMENT OF PUBLIC SERVICES

MEMORANDUM

January 31, 2019

TO: City Manager/Lance Johnson

FROM: Acting Public Services Director/Timothy L. Pietenpol

SUBJECT: Rescission of Council Decision to Install Temporary Guardrail on Airport Road Curve

Staff is requesting rescission of the December 17, 2018 motion “to install guardrails along portions of Airport Road near the curve location as a temporary measure”.

The chairman of the Public Works/Public Safety committee approached Council on December 17, 2018, to request the installation of a temporary guardrail on the Airport Road curve. Part of his decision was based on information provided to him by FDOT. Unfortunately, the information was misleading. FDOT provided a cost estimate for guardrail at \$18 to \$19 a LF but that was based on thousands of feet of rail. Staff has 2 contractors who provided costs of \$90 and \$125 a foot respectively. A follow up e-mail with FDOT confirmed that they would expect higher prices for a smaller project.

Also, the chairman was told the FDOT funding would not be available until FY Jul 2020. The statement was true but FDOT’s fiscal year begins in July so funding will actually be available in CY July 2019.

Staff was hoping to approach the Public Works/Public Safety committee prior to bringing this request to Council but the committee did not meet in January.

Staff’s concerns are as follows:

1. The installation of a guardrail is not a temporary safety measure, it’s permanent.
2. In order to safely install a guardrail, a traffic engineer should design the rail and a certified FDOT contractor should install to ensure all FDOT requirements are met.
3. Failure to properly design the guardrail puts the City at extreme risk.
4. The City’s Risk Assessment Insurance Company recommends against installing the railing from a liability standpoint unless properly designed and installed.
5. The condition of the roadway at this time is such that the likelihood of a vehicle hitting the railing is extremely high.
6. The expected costs of design and installation of the railing is over \$15,000. City policies require projects of that amount to be bid.
7. The bid process is already underway with the LAP project and the design includes a guardrail. We are duplicating efforts.

8. The expected milestones for the LAP project is design completion in May 2019 with expected construction start date of Oct 2019

Staff has installed some reflective pavement markers along the roadway edges of the curb to enhance the visibility as a temporary measure. Staff is requesting Council approval to rescind the previous decision in favor of utilizing the current LAP project already underway.

Tim Pietenpol

From: Karen Jankowski
Sent: Monday, January 28, 2019 8:40 AM
To: Tim Pietenpol
Subject: FW: Guardrail

See below...

*Karen Jankowski
HR/Risk Mgr*

From: Paul Dawson [<mailto:pdawson@bbpria.com>]
Sent: Wednesday, December 19, 2018 9:18 AM
To: Karen Jankowski
Subject: Re: Guardrail

I think there is more liability with number one than two. Moving forward with deficient (potentially) plans exposes you to more risk than allowing DOT to proceed. Have there been any losses or claims against the City or State because of the intersection?

*Paul Dawson, ARM-P
Senior Vice President
Account Executive
Public Risk Insurance Agency
220 S. Ridgewood Ave
Daytona Beach, FL 32114
T. 386-239-4045
F. 386-239-4049*

Insurance coverage cannot be bound, amended or cancelled via voicemail, facsimile or e-mail message without confirmation from an authorized Public Risk Insurance Agency representative.

CONFIDENTIALITY NOTICE

The information contained in this communication, including attachments is privileged and confidential. It is intended only for the exclusive use of the addressee. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error please notify us by telephone immediately.

Thank you

On Dec 19, 2018, at 9:34 AM, Karen Jankowski <kjankowski@cityofdestin.com> wrote:

Paul,

First off, I hope you have a very Merry Christmas! If you are traveling; travel safe!!

We have a problem intersection, where our elected officials would like us to take quick action on. The approval were for guardrails and radar signs. So, this is where we come in; what would our liability be...

1. If we do not obtain proper certified engineering plans/designs
2. If we wait for the FDOT LAPIT project, already in place and work through that avenue

Just wanted to provide options for my City Manager moving forward and potential complications we should avoid as it pertains to our liability.

Thank you,

*Karen Jankowski
HR/Risk Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
850-837-4242 x1301
(F) 850-269-9890*

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kimberly Kopp, Land Use Attorney

DATE: January 29, 2019

SUBJECT: BI, Inc. Litigation - Settlement Agreement

I. BACKGROUND: This agenda item involves a matter that is currently in litigation.

Approval of this agenda item does **not** change the land use items detailed in the attached pending settlement agreement entered into by the City and Plaintiff on September 6, 2018.

II. DISCUSSION: This agenda item involves a matter that is currently in litigation.

Plaintiff and the City entered into a Final Settlement Agreement on September 6, 2018 (attached), which is subject to approval by the Circuit Judge. It has not yet been approved by the Circuit Judge.

Paragraph 10 of the Final Settlement Agreement provided that the parties would submit a stipulated final judgment in the form attached as "Exhibit B" to request the Circuit Judge in the litigation approve the Final Settlement Agreement.

As a result of an annual Circuit Court rotation, the Circuit Court Judge assigned to the Litigation has changed and the relevant year for the judgment should be corrected to state "2019" instead of "2018" as well. The Parties desire to modify the stipulated final judgment to make these corrections as well as to offer 2 different options to the judge regarding the legal language for approval of the agreement that is set forth in the stipulated final judgment.

Approval of this agenda item does **not** change the land use items detailed in the

pending settlement agreement entered into by the City and Plaintiff on September 6, 2018.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

I move to approve the Amended Settlement Agreement, including exhibits.

Attachments:

1. Amended Settlement Agreement
2. Exhibit B Final Settlement Agreement 2019
3. Exhibit C Final Settlement Agreement 2019
4. Executed Final Settlement Agreement dated 9.6.2018
5. SIGNED AND SEALED 2018 SURVEY

Return to:

Dewey Destin Harborside, LLC
777 Springlake Drive
Destin, Florida 32541

This instrument prepared by:

Lisa S. Minshew
433 East Government Street
Pensacola, FL 32502
(850) 434-6859
FBN: 618322

Property Appraisers Parcel
Identification Number(s):
00-2S-22-0630-0000-0762
00-2S-22-0630-0000-07H0
00-2S-22-0630-0000-07H2
00-2S-22-0630-0000-07H1

Space above line for recording

AMENDED FINAL SETTLEMENT AGREEMENT

THIS is an AMENDED Agreement, made on the _____ day of _____, 2019, between BI, Inc., 777 Springlake Drive, Destin, Florida 32541 ("BI"); Dewey Destin Harborside, LLC, 777 Springlake Drive, Destin, Florida 32541 ("Harborside LLC");(collectively BI, Inc. and Harborside LLC referred to as the "BI Owners") and the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541 (hereafter the "City"), (collectively the BI Owners and the City, hereafter the "Parties") upon the terms and conditions set forth herein and below (the "Amended Agreement").

RECITALS

A. Whereas the Parties entered into and executed that certain Final Settlement Agreement as of September 6, 2018 (the "Final Settlement Agreement");

B. Whereas paragraph 10 of the Final Settlement Agreement provided that the Parties agreed that the attorney for BI and Harborside LLC would prepare and file a Stipulated Final Judgment, in the form attached as Exhibit "B" to request the Circuit Judge in the Litigation approve the Final Settlement Agreement;

C. Whereas the Stipulated Final Judgment was filed, however the Circuit Judge in the Litigation has not yet approved the Final Settlement Agreement, through signing and entering the Stipulated Final Judgment in the form which was attached as Exhibit "B";

D. Whereas as a result of an annual Circuit Court rotation, the Circuit Court Judge assigned to the Litigation has changed and the relevant year for the judgment should be corrected

to 2019; and

D. Whereas, the Parties desire to amend the Final Settlement Agreement for the sole purpose of allowing the attorneys for the Parties to stipulate upon mutual agreement to modifications of the form of the Stipulated Final Judgment to facilitate the Circuit Judge's approval, signing and entry of the Final Settlement Agreement.

NOW, THEREFORE, with the intent to be legally bound, the Parties acknowledge and agree that the above recitals are true and correct and agree as follows:

1. Paragraph 10 of the Final Settlement Agreement is amended to read:

10. **Dismissal of Lawsuit.** The Parties agree that the attorney for BI and Harborside LLC shall prepare and file a Stipulated Final Judgment, in the form attached hereto as Exhibit "B", and/or the form attached hereto as Exhibit "C" and/or in a substantially similar form mutually agreed upon by the attorneys for the Parties, to request the Circuit Judge in the Litigation approve this Agreement, retaining jurisdiction for enforcement, including jurisdiction over any claims for damages suffered by a Party for breach of this Agreement and upon full execution of this Agreement to dismiss, with prejudice, all pending matters in the Litigation. The Parties acknowledge and agree that this Agreement was not entered into for the benefit of any third party not specifically named herein.

2. Exhibit "B" is amended as attached hereto, Exhibit "C" is added as attached hereto and in all other respects the Final Settlement Agreement remains in full force and effect.

3. **Effective Date.** This Amended Agreement shall become effective upon the date of execution by the last of the Parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____, 2019.

Signed, sealed, and delivered:

Witnessed by:

DEWEY DESTIN HARBORSIDE, LLC, a
Florida limited liability corporation

By: _____

Print Name: _____

Printed Name: _____

Title: _____

Print Name: _____

Witnessed by:

Print Name: _____

Print Name: _____

B.I., INC., a Florida corporation

By: _____

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of September, 2018, by Dewey Destin, as Managing Member of Dewey Destin Harborside, LLC, a Florida limited liability corporation and as President of BI, Inc., a Florida corporation, on behalf of the corporations. He is personally known to me.

Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as President of BI, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

My commission expires: _____

(SEAL)

Witnessed by:

Print Name: _____

Print Name: _____

Witnessed by:

Print Name: _____

Print Name: _____

CITY OF DESTIN

By: _____

Printed Name: _____

Title: _____

ATTORNEY FOR CITY OF DESTIN

By: _____

Printed Name: _____

Bar No.: _____

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR
OKALOOSA COUNTY, FLORIDA**

BI, INC. and DEWEY
DESTIN'S HARBORSIDE, LLC,

Plaintiffs,

Case No.: 2016 CA 003672

v.

CITY OF DESTIN,

Defendant,

and

DESTIN FISHING FLEET, INC.

Intervenor.

_____ /

STIPULATED SETTLEMENT AGREEMENT AND ORDER

THIS MATTER having come before the Court upon the parties', the City of Destin and BI, Inc. and Dewey Destin's Harborside, LLC, stipulated Settlement Agreement, the court's review of the pleadings; on the authority granted by the Florida Constitution in inverse condemnation cases, in Chapter 70.0001 Florida Statutes, the Bert J. Harris, Jr. Private Property Rights Protection Act, and the Court being fully advised finds as follows:

1. The City of Destin's Comprehensive Plan and FLUM, as amended, combined with certain land use ordinances are known as the land development code provisions for the County (the "LDC").

2. Plaintiff, BI, Inc. ("BI") is the fee simple owner of two parcels of land in Destin, Florida, Parcel # 00-2S-22-0630-0000-07H0 (the "Waterfront BI Property") and Parcel # 00-2S-22-

0630-0000-07H2 (the “Highway 98 BI Property”) (collectively the “BI Property”).

3. Plaintiff, Dewey Destin’s Harborside, LLC, is the lessee of the Highway 98 BI Property.

4. In 2006, the City of Destin (the “City”) purchased and is the fee simple owner of a sixty eight (68) foot wide lot located immediately east of and adjacent to the BI Property known as Parcel # 00-2S-22-0630-0000-0762 (the “City Property”).

5. The City Property has an accessway constructed of asphalt, dirt, sand and concrete that borders the eastern side of the BI Property and the western side of the City Property and had provided the public vehicular access from Highway 98 to the BI Property, the City Property and to the water’s edge (the “Accessway”).

6. This Accessway also provided the only vehicular access for BI, Inc. from Highway 98 to the Waterfront BI Property.

7. In this action, BI claims that it owns a recorded nonexclusive private easement across the same area as the Accessway. (the “BI Easement”).

8. On July 20, 2016, the City of Destin notified the adjacent property owners, including BI, Inc., that vehicular access over and through the City Property, including BI’s use of the Accessway and the BI Easement to access the BI Waterfront Property and the Destin Harbor water’s edge, would be terminated in 90 days by constructing a fence and/or by other lawful means. BI sought injunctive relief for this governmental action by bringing an action against the City through other available judicial proceedings on October 14, 2016, including a claim for inverse

condemnation under the Florida Constitution and pursuant to F.S. 70.001(11)(b).

9. The City of Destin constructed the fence and installed a gate which it closed and locked on October 17, 2016, terminating all public and private vehicular and pedestrian access across the Accessway and the BI Easement.

10. On or about July 14, 2017, Dewey Destin, a member of Plaintiff BI, and other third parties formed a Florida Limited Liability Company, 200 Harbor Blvd., LLC, to take title to the real property known as 200 Harbor Blvd., Destin, Florida, which is located adjacent to and to the west of the BI Property (the “200 Harbor Blvd Property”), which was required due to the actions of the City in terminating use of the Accessway.

11. The closing for the purchase of the 200 Harbor Blvd Property was held on August 1, 2017.

12. Plaintiffs and 200 Harbor Blvd., LLC entered into an agreement wherein Plaintiffs lease an alternate access from Highway 98 for the BI Waterfront Property and Dewey Destin’s Harborside, LLC, across the 200 Harbor Blvd Property for \$10,000.00 per month, which was required due to the actions of the City in terminating use of the Accessway.

13. By its actions in denying Plaintiffs use of the Accessway and the BI Easement, the Plaintiffs allege that the City of Destin has inordinately burdened the use of the Property pursuant to Chapter 70.001(6)(d) Florida Statutes, the Bert J. Harris, Jr. Private Property Rights Protection Act.

14. Plaintiffs and the City of Destin have entered into a stipulated Settlement Agreement

of all claims contained in this action including but not limited to those pursuant to the Florida Constitution for inverse condemnation and as claimed pursuant to Chapter 70.001 Florida Statutes, the Bert J. Harris, Jr. Private Property Rights Protection Act, entitled the “Final Settlement Agreement” and stipulate that the relief granted by the City of Destin in the Settlement Agreement protects the public interest served by the relevant statutes, rules, regulations and/or ordinances at issue therein and was the appropriate relief necessary to prevent the City of Destin’s actions from inordinately burdening the BI Property. (A true and correct copy of the Final Settlement Agreement is attached hereto as Exhibit A).

WHEREFORE, it is hereby ORDERED AND ADJUDGED:

1. Pursuant to and upon the authority granted by the Florida Constitution in cases of inverse condemnation and in the provisions of 70.0001(4)(D)(2) Florida Statutes, the Bert J. Harris, Jr. Private Property Rights Protection Act, regardless of any contrary provision contained within the Destin ordinances, rules and/or regulations including the Destin LDC or any Florida statute, the BI Property and the 200 Harbor Blvd Property may be improved, developed and/or used as set forth in the Settlement Agreement.

2. The Court accepts, approves and adopts the Settlement Agreement and finds that the relief granted by the City of Destin in the Settlement Agreement protects the public interest served by the relevant statutes, rules, regulations and/or ordinances at issue therein and was the appropriate relief necessary to prevent the City of Destin’s actions from inordinately burdening the BI Property.

3. Defendant City of Destin shall not reject, rescind, question the validity or otherwise nullify the terms contained in the Settlement Agreement, or the terms contained in this Final Order.

4. The terms of the Settlement Agreement and the terms contained in this Final Order shall attach to and run with the title to the BI Property.

5. This action and the claims contained therein are hereby dismissed with prejudice, however, the court retains jurisdiction to enforce the terms of this Final Order and the attached Settlement Agreement.

DONE AND ORDERED in Chambers in Okaloosa County, Florida on this ____ day of _____, 2019.

Circuit Judge

STIPULATED TO BY THE PARTIES THROUGH THEIR ATTORNEYS OF RECORD.

LISA S. MINSHEW, ESQ.
Florida Bar No.: 618522
Lisa S. Minshew, P.A.
433 E. Government Street
Pensacola, Florida 32502
Telephone (850) 434-6859
lsminshew@lisaminshewlaw.com
Attorney for Plaintiffs

WILLIAM G. WARNER, ESQ.
Florida Bar No.: 346829
Warner Law Firm, P.A.
P.O. Box 1820
Panama City, FL 32402-1820
Telephone (850) 784-7772
pleadings@warnerlaw.us
Attorney for Defendant City

CLERK'S CERTIFICATE OF MAILING

I HEREBY CERTIFY that a copy of the foregoing Stipulated Final Judgment was furnished to Lisa S. Minshew, Esq., 433 East Government Street, Pensacola, Florida 32502, William G. Warner, Esq., P.O. Box 1820, Panama City, FL 32402-1820 and D. Michael Chessser, Esq., Chessser & Barr, P.A., 1201 Eglin Parkway, Shalimar, FL 32579 by eservice on this _____ day of _____, 2019.

ALEX ALFORD

CLERK OF COURT

By: _____

Deputy Clerk

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR
OKALOOSA COUNTY, FLORIDA**

BI, INC. and DEWEY
DESTIN'S HARBORSIDE, LLC,

Plaintiffs,

Case No.: 2016 CA 003672

v.

CITY OF DESTIN,

Defendant,

and

DESTIN FISHING FLEET, INC.

Intervenor.

_____ /

STIPULATED SETTLEMENT AGREEMENT AND ORDER

THIS MATTER having come before the Court upon the parties', the City of Destin and BI, Inc. and Dewey Destin's Harborside, LLC, stipulated Settlement Agreement, the court's review of the pleadings; on the authority granted by the Florida Constitution in inverse condemnation cases, in Chapter 70.0001 Florida Statutes, the Bert J. Harris, Jr. Private Property Rights Protection Act, and the Court being fully advised finds as follows:

1. The City of Destin's Comprehensive Plan and FLUM, as amended, combined with certain land use ordinances are known as the land development code provisions for the County (the "LDC").

2. Plaintiff, BI, Inc. ("BI") is the fee simple owner of two parcels of land in Destin, Florida, Parcel # 00-2S-22-0630-0000-07H0 (the "Waterfront BI Property") and Parcel # 00-2S-22-

0630-0000-07H2 (the “Highway 98 BI Property”) (collectively the “BI Property”).

3. Plaintiff, Dewey Destin’s Harborside, LLC, is the lessee of the Highway 98 BI Property.

4. In 2006, the City of Destin (the “City”) purchased and is the fee simple owner of a sixty eight (68) foot wide lot located immediately east of and adjacent to the BI Property known as Parcel # 00-2S-22-0630-0000-0762 (the “City Property”).

5. The City Property has an accessway constructed of asphalt, dirt, sand and concrete that borders the eastern side of the BI Property and the western side of the City Property and had provided the public vehicular access from Highway 98 to the BI Property, the City Property and to the water’s edge (the “Accessway”).

6. This Accessway also provided the only vehicular access for BI, Inc. from Highway 98 to the Waterfront BI Property.

7. In this action, BI claims that it owns a recorded nonexclusive private easement across the same area as the Accessway. (the “BI Easement”).

8. On July 20, 2016, the City of Destin notified the adjacent property owners, including BI, Inc., that vehicular access over and through the City Property, including BI’s use of the Accessway and the BI Easement to access the BI Waterfront Property and the Destin Harbor water’s edge, would be terminated in 90 days by constructing a fence and/or by other lawful means. BI sought injunctive relief for this governmental action by bringing an action against the City through other available judicial proceedings on October 14, 2016, including a claim for inverse

condemnation under the Florida Constitution and pursuant to F.S. 70.001(11)(b).

9. The City of Destin constructed the fence and installed a gate which it closed and locked on October 17, 2016, terminating all public and private vehicular and pedestrian access across the Accessway and the BI Easement.

10. On or about July 14, 2017, Dewey Destin, a member of Plaintiff BI, and other third parties formed a Florida Limited Liability Company, 200 Harbor Blvd., LLC, to take title to the real property known as 200 Harbor Blvd., Destin, Florida, which is located adjacent to and to the west of the BI Property (the “200 Harbor Blvd Property”), which was required due to the actions of the City in terminating use of the Accessway.

11. The closing for the purchase of the 200 Harbor Blvd Property was held on August 1, 2017.

12. Plaintiffs and 200 Harbor Blvd., LLC entered into an agreement wherein Plaintiffs lease an alternate access from Highway 98 for the BI Waterfront Property and Dewey Destin’s Harborside, LLC, across the 200 Harbor Blvd Property for \$10,000.00 per month, which was required due to the actions of the City in terminating use of the Accessway.

13. By its actions in denying Plaintiffs use of the Accessway and the BI Easement, the Plaintiffs allege that the City of Destin has inordinately burdened the use of the Property pursuant to Chapter 70.001(6)(d) Florida Statutes, the Bert J. Harris, Jr. Private Property Rights Protection Act.

14. Plaintiffs and the City of Destin have entered into a stipulated Settlement Agreement

of all claims contained in this action including but not limited to those pursuant to the Florida Constitution for inverse condemnation and as claimed pursuant to Chapter 70.001 Florida Statutes, the Bert J. Harris, Jr. Private Property Rights Protection Act, entitled the “Final Settlement Agreement” and stipulate that the relief granted by the City of Destin in the Settlement Agreement protects the public interest served by the relevant City of Destin local rules, regulations and/or ordinances at issue therein and was the appropriate relief necessary to prevent the City of Destin’s actions from inordinately burdening the BI Property. (A true and correct copy of the Final Settlement Agreement is attached hereto as Exhibit A).

WHEREFORE, it is hereby ORDERED AND ADJUDGED:

1. Pursuant to and upon the authority granted by the Florida Constitution in cases of inverse condemnation and in the provisions of 70.0001(4)(D)(1) Florida Statutes, the Bert J. Harris, Jr. Private Property Rights Protection Act, regardless of any contrary provision contained within the Destin ordinances, rules and/or regulations including the Destin LDC, the BI Property and the 200 Harbor Blvd Property may be improved, developed and/or used as set forth in the Settlement Agreement.
2. The Court accepts, approves and adopts the Settlement Agreement.
3. Defendant City of Destin shall not reject, rescind, question the validity or otherwise nullify the terms contained in the Settlement Agreement, or the terms contained in this Final Order.
4. The terms of the Settlement Agreement and the terms contained in this Final Order shall attach to and run with the title to the BI Property.
5. This action and the claims contained therein are hereby dismissed with prejudice,

however, the court retains jurisdiction to enforce the terms of this Final Order and the attached Settlement Agreement.

DONE AND ORDERED in Chambers in Okaloosa County, Florida on this ____ day of _____, 2019.

Circuit Judge

STIPULATED TO BY THE PARTIES THROUGH THEIR ATTORNEYS OF RECORD.

LISA S. MINSHEW, ESQ.
Florida Bar No.: 618522
Lisa S. Minshew, P.A.
433 E. Government Street
Pensacola, Florida 32502
Telephone (850) 434-6859
lsminshew@lisaminshewlaw.com
Attorney for Plaintiffs

WILLIAM G. WARNER, ESQ.
Florida Bar No.: 346829
Warner Law Firm, P.A.
P.O. Box 1820
Panama City, FL 32402-1820
Telephone (850) 784-7772
pleadings@warnerlaw.us
Attorney for Defendant City

CLERK'S CERTIFICATE OF MAILING

I HEREBY CERTIFY that a copy of the foregoing Stipulated Final Judgment was furnished to Lisa S. Minshew, Esq., 433 East Government Street, Pensacola, Florida 32502, William G. Warner, Esq., P.O. Box 1820, Panama City, FL 32402-1820 and D. Michael Chessser, Esq., Chessser & Barr, P.A., 1201 Eglin Parkway, Shalimar, FL 32579 by eservice on this _____ day of _____, 2019.

ALEX ALFORD

CLERK OF COURT

By: _____

Deputy Clerk

Return to:

Dewey Destin Harborside, LLC
777 Springlake Drive
Destin, Florida 32541

This instrument prepared by:

Lisa S. Minshew
433 East Government Street
Pensacola, FL 32502
(850) 434-6859
FBN: 618322

Property Appraisers Parcel
Identification Number(s):
00-2S-22-0630-0000-0762
00-2S-22-0630-0000-07H0
00-2S-22-0630-0000-07H2
00-2S-22-0630-0000-07H1

Space above line for recording

FINAL SETTLEMENT AGREEMENT

THIS is an Agreement, made on the 6th day of September, 2018, between BI, Inc., 777 Springlake Drive, Destin, Florida 32541 ("BI"); Dewey Destin Harborside, LLC, 777 Springlake Drive, Destin, Florida 32541 ("Harborside LLC");(collectively BI, Inc. and Harborside LLC referred to as the "BI Owners") and the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541 (hereafter the "City"), (collectively the BI Owners and the City, hereafter the "Parties") upon the terms and conditions set forth herein and below (the "Agreement").

RECITALS

A. BI, Inc. is the fee simple owner of two parcels of land in Destin, Florida (Parcel # 00-2S-22-0630-0000-07H0, the "Waterfront BI Property" and Parcel # 00-2S-22-0630-0000-07H2, the "Highway 98 BI Property") (collectively the "BI Property");

B. Harborside LLC is the lessee of the Highway 98 BI Property;

C. The City of Destin is the fee simple owner of the real property located immediately east of and adjacent to the BI Property known as Parcel # 00-2S-22-0630-0000-0762 (the "City Property");

D. BI asserts that the City Property is burdened by a recorded public and private easement and an accessway/driveway of varying widths constructed of asphalt, dirt and concrete, that borders the eastern side of the BI Property and the western side of the City Property, which provides an access for BI and the general public from Highway 98 across the City Property to the

BI Property, as shown by survey of Emerald Coast Associates, Inc., dated August 22, 2018 (A copy of which is attached hereto and made a part hereof as Exhibit "A"(the "Concrete Driveway");

E. On January 23, 2008, as amended October 2, 2008, Harborside LLC was issued a building permit (the " Building Permit") by the City of Destin to complete certain interior renovations to an existing building and parking lot located on the BI Property, in anticipation of opening a restaurant at the BI Property ("Destin Harborside");

F. Thereafter, Harborside LLC was issued a certificate of occupancy by the City of Destin to open Destin Harborside, with fire and emergency access from the Concrete Driveway;

G. The Waterfront BI Property includes a legally, existing, operating, private marina with parking, storage and retail operations;

H. The City of Destin desires to abandon and has closed the Concrete Driveway to vehicular traffic to develop Heritage Park on the City Property;

I. BI has suffered damages due to the City's closing of the Concrete Driveway and cannot access the Waterfront BI Property, the emergency fire access for Destin Harborside or the emergency drain cleanouts for the restaurant;

J. BI filed and served a civil suit against the City for declaratory and equitable relief and for damages in Case #No.: 2016 CA 003672, in the Circuit Court in and for Okaloosa County, Florida (the "Litigation");

K. In order to obtain the necessary access to the BI Property after the City closed the Concrete Driveway, on or about July 14, 2017, Dewey Destin, a member of Plaintiff BI, and other third parties formed a new limited liability company known as 200 Harbor Blvd., LLC, to purchase the adjacent real property located to the west of the BI Property, known as Parcel #00-2S-22-063 0-0000-07H1, from Blue Heron Harborside, LLC, (the "200 Harbor Property"), and did purchase such property on August 1, 2017;

L. The 200 Harbor Property includes a legally, existing, operating, private marina with parking, storage, retail operations, a residential structure used for commercial purposes and an existing legal nonconforming driveway from Highway 98 to the waterfront;

M. The 200 Harbor Property was purchased at a price in excess of \$1,000,000.00 greater than the current appraised value of the 200 Harbor Property;

O. Upon taking title to the 200 Harbor Property, 200 Harbor LLC commenced to lease portions of the 200 Harbor Property to BI and Harborside LLC, and BI has thus obtained an accessway to the Waterfront BI Property from Highway 98; and

P. The Parties desire to enter into this Agreement for the purposes of resolving the Litigation and are motivated by a desire to avoid the time, costs, and uncertainty associated with litigation and to arrive at a fair and reasonable agreement to resolve their dispute.

NOW, THEREFORE, with the intent to be legally bound, the Parties acknowledge and agree that the above recitals are true and correct and agree as follows:

1. BI and Harborside LLC shall quit claim their rights to access to the Concrete Driveway to the City, conditioned upon the City timely complying with all conditions of this Agreement.

2. PARKING

a. 200 Harbor Property- The owner of the 200 Harbor Property has demolished and removed the northernmost storage building on the 200 Harbor Property ("Storage Building") to create new parking for the 200 Harbor Property, including the marina and other commercial uses. In order to preserve twenty three (23) heritage live oaks on the 200 Harbor Property, the City agrees to reduce the required parking for the 200 Harbor Property, in exchange for saving the trees. The City acknowledges and agrees that the 200 Harbor Property meets all applicable City parking and or driveway regulations. The City acknowledges and agrees that the use of pavers, gravel and/or other similar materials for patio, driveway and/or parking on the 200 Harbor Property, as shown on Exhibit "A" does not create any impervious space for purposes of calculating an additional requirement for additional parking spaces or other improvements. Attached hereto and made a part hereof as Exhibit "A" is a signed sealed survey, which includes the 200 Harbor Property (the "BI 2018 Survey").

b. Waterfront BI Property- The City acknowledges and agrees that the Waterfront BI Property is occupied by a legal nonconforming marina use and as shown on Exhibit "A" and that the Waterfront BI Property shall retain its legal nonconforming use status, including but not limited to meeting all City parking requirements for the marina use.

3. ROAD

a. 200 Harbor Property- BI pursuant to its lease with 200 Harbor LLC shall complete the improvements on the 200 Harbor Property as shown on the BI 2018 Survey and as provided in this Agreement. With the exception of approximately a forty three (43) foot space between the residential structure and the easterly property line, the existing driveway on the 200 Harbor Property is twenty (20) feet wide. Along the side of the residential structure, the existing driveway, is an existing legal nonconforming use, and shall be approximately eighteen (18) feet wide, due to the unique and grandfathered characteristics of the 200 Harbor Property. The existing legal nonconforming driveway on the 200 Harbor Property is shown on the BI 2018 Survey (the "New BI Driveway"). The City acknowledges and agrees that with the improvements and contemplated uses, as shown on the BI 2018 Survey and as described in this Agreement, the 200 Harbor Property is in compliance with all City regulations, without the need for any additional approvals from the City. The parties acknowledge and agree that the New BI Driveway shall be reviewed by the Destin Fire Control District to address fire code compliance concerns, if any, and that such review by the Destin Fire Control District is not under control of the City of Destin.

b. Waterfront BI Property- As a part of this Agreement, BI shall lease from 200 Harbor LLC a right of access across its existing driveway, referenced herein as the New BI

Driveway. The City acknowledges and agrees that the Waterfront BI Property with the improvements and contemplated uses, as shown on the BI 2018 Survey, as described in this Agreement and the grant of the lease to BI, the Waterfront BI Property is in compliance with all City regulations, without the need for any additional approvals from the City.

c. BI Property- The City acknowledges and agrees that the City shall permit and accepts as a legal replacement of BI's previous use of the Concrete Driveway, the New BI Driveway as shown on the BI 2018 Survey, which shall provide a new access to the Waterfront BI Property and its marina and a southern access to the Highway 98 BI Property, including but not limited to vehicular access for invitees, and to cure the need for emergency vehicles access and to clean the restaurant drains. The New BI Driveway shall include access from Highway 98 across the newly constructed parking lot on the 200 Harbor Property and shall connect thereto to the Waterfront BI Property parking lot and from there to the southern boundary of the Highway 98 BI Property. The City of Destin acknowledges and agrees that the New BI Driveway shall be a legal conforming driveway from Highway 98 to the Waterfront BI Property and the Highway 98 BI Property for any existing uses on the Waterfront BI Property, the Highway 98 BI Property and/or the 200 Harbor Property and for any future uses that are otherwise permitted by law to be built or exercised on the Waterfront BI Property, the Highway 98 BI Property and/or the 200 Harbor Property.

4. USE OF 200 HARBOR PROPERTY BY BI, HARBORSIDE LLC AND 200 HARBOR LLC

a. The City acknowledges and agrees that 200 Harbor LLC has leased to BI and Harborside LLC, portions of the 200 Harbor Property to use as additional parking, seating, courtyard, bathroom, storage, food preparation, patio and/ or decks which shall be used by the Dewey Destin Harborside Restaurant and the marina on the Waterfront BI Property. The City acknowledges and agrees that BI and Harborside LLC's use of the 200 Harbor Property, as shown on the BI 2018 Survey and as provided in this Agreement, does not adversely affect any and all legal existing nonconforming use status of the BI Property or increase the need for any additional parking for the BI Property. The 200 Harbor LLC Property and the BI Property are owned by different legal entities and shall not be required to be combined into one parcel for any reason by the City.

b. The City acknowledges and agrees and shall permit 200 Harbor LLC to construct ADA compliant bathrooms under the attached carport of the residential structure on the 200 Harbor Property for the guests of the Dewey Destin Harborside Restaurant and the marina on the Waterfront BI Property. The bathrooms may be constructed under the existing residential structure's attached carport on the 200 Harbor Property or any other location, as long as it will not create new impervious surfaces. 200 Harbor LLC may request another location for the bathrooms on the 200 Harbor Property, which does create additional impervious area, the City shall not unreasonably deny the request, as long as 200 Harbor LLC provides for the appropriate storm water mitigation. Construction of the bathrooms, even after completion of the BI 2018 Survey shall not adversely affect any of the terms and agreements contained in this Agreement.

c. The City acknowledges and agrees and shall permit 200 Harbor LLC, BI and/or Harborside LLC to utilize pavers, gravel, decking or other similar materials on their properties. The City acknowledges and agrees and shall permit BI and/or 200 Harbor LLC to use

pavers, gravel, decking or similar materials to connect by walkway the new ADA bathrooms to the patio area and the BI Property. The City shall not deem the patio area, the pavers, gravel, or decking or the walkway as an impervious surface, for purposes of any City regulations.

d. The City acknowledges and agrees that BI, Harborside LLC and 200 Harbor LLC qualify for exceptions to the Development Order process as stated in the City's Land Development Code ("LDC") to permit all uses, construction and activities contemplated in this Agreement and/or the BI 2018 Survey.

e. The City acknowledges and agrees that BI, Harborside LLC and 200 Harbor LLC may lawfully use the interior of the residential structure on the 200 Harbor Property for commercial storage, without the need for any permitting or other improvements to the structure or the 200 Harbor Property, other than as shown on the BI 2018 Survey. The Parties acknowledge and agree that no commercial cooking shall be permitted in the interior of the residential structure on the 200 Harbor Property, without the owner or occupant obtaining any applicable required permits from the City, receipt of which would not void any provision of this Agreement.

f. The City acknowledges and agrees that BI, Harborside LLC and 200 Harbor LLC may lawfully construct and use decks on the 200 Harbor Property for marina and restaurant uses, without the need for any permitting or other improvements to the BI Property or the 200 Harbor Property, other than as shown on the BI 2018 Survey.

g. The City acknowledges and agrees that BI, Harborside LLC and 200 Harbor LLC may lawfully use the porch sections of the home on the 200 Harbor Property for marina and restaurant uses, without the need for any permitting or other improvements to the BI Property or the 200 Harbor Property, other than as shown on the BI 2018 Survey.

h. The City acknowledges and agrees that the BI Waterfront Property and its existing parking area is used for a separate marina operation, which is a legal non-conforming use and that the uses and construction contemplated in this Agreement shall not adversely affect or change the legal nonconforming use status of the marina or of the BI Waterfront Property. The City acknowledges and agrees that the 200 Harbor Property and its existing parking area is used for a separate marina operation, which is a legal use and that the uses and construction contemplated in this Agreement shall not adversely affect or change the legal use status of the marina on the 200 Harbor Property.

i. The City acknowledges and agrees that BI, Harborside LLC and 200 Harbor LLC's proposed use of the existing residential structure on the 200 Harbor Property shall be considered a legally permitted commercial use within the Harbor District.

5. CITY PARK- In the event that the City or its successors and assigns completes any dirt moving and or construction on the City Property which moves, breaks, cuts, closes or alters the water line located on the City Property within the easement granted on November 14, 1983 to the Destin Water Users recorded at Book 1218 at Page 115 of the Official Records of Okaloosa County, Florida (the "Water Easement"), the City shall immediately, at its own expense, reconnect the BI Property and the Dewey Destin Harborside Restaurant to as good or better connection and service

to the water line, to reconnect the BI Fire Department Control Device and the BI water connection, especially in light of the City's planned removal of the sand bluff on the City Property.

6. **CONCRETE DRIVEWAY-** The City of Destin acknowledges and agrees that in consideration of BI's quit claim of its rights to vehicular and pedestrian access over and across the Concrete Driveway, the City shall in perpetuity accept the New BI Driveway as a legal driveway to provide access from Highway 98 to the Waterfront BI Property, the southern property line of the Highway 98 BI Property and to the 200 Harbor Property for any otherwise legally permitted use(s) or building(s). The City of Destin acknowledges and agrees that any otherwise permitted use or construction on the BI Property or the 200 Harbor Property shall not be denied a permit, approval and/or development order by the City of Destin based upon any limitation in width, length, slope, adjacency to any other use, condition, construction material, side yard, drainage, driveway right of way width or other City of Destin requirement or limitation for accessways or driveways to businesses, residences or properties. The New BI Driveway shall be located in the location of the existing driveway on the 200 Harbor Property and as described in the BI 2018 Survey attached hereto as Exhibit "A". Notwithstanding any of the foregoing, the Parties acknowledge and agree that the New BI Driveway shall be reviewed by the Destin Fire Control District to address fire code compliance concerns, if any, and that such review by the Destin Fire Control District is not under control of the City of Destin.

7. All of the provisions of this Agreement shall be covenants running with the land. It is expressly acknowledged that each covenant to do or refrain from doing some act on the BI Property is for the benefit of the BI Property and is a burden upon the BI Property, runs with the BI Property and shall benefit or be binding upon each successive owner during its ownership of the BI Property or any portion thereof, and each person having any interest therein derived in any manner through any owner of the BI Property or any portion thereof. All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors (by merger, consolidation or otherwise), and assigns, devisees, administrators, representatives, lessees and all other persons acquiring the BI Property or any portion thereof or any interest therein whether by operation of law or in any manner whatsoever unless and until modified as herein provided.

8. The City of Destin acknowledges and agrees that in consideration of BI's quit claim of its rights to vehicular and pedestrian access over and across the Concrete Driveway, the City agrees that the exchanges contemplated in the Agreement would not in and of themselves create any unlawful nonconforming status to the BI Property or the 200 Harbor Property or any businesses currently operating thereon. The City acknowledges and agrees that any otherwise permitted use or construction on the BI Property or the 200 Harbor Property shall not be denied a permit or development order by the City of Destin based upon any limitation in width, length, slope, adjacency to any other use, condition, construction material, side yard, drainage, or other City of Destin requirement or limitation for parking for businesses, residences or properties, created by the agreements contemplated herein.

9. **Attorneys Fees for the Litigation.** Each party to this Agreement shall be responsible for its own attorneys' fees and costs in the Litigation.

10. **Dismissal of Lawsuit.** The Parties agree that the attorney for BI and Harborside LLC shall prepare and file a Stipulated Final Judgment, in the form Attached hereto as Exhibit "B" to request the Circuit Judge in the Litigation approve this Agreement, retaining jurisdiction for enforcement, including jurisdiction over any claims for damages suffered by a Party for breach of this Agreement and upon full execution of this Agreement to dismiss, with prejudice, all pending matters in the Litigation. The Parties acknowledge and agree that this Agreement was not entered into for the benefit of any third party not specifically named herein.

11. **Attorney Fees in the Event of Breach of this Agreement.** In the event any Party hereto brings suit to enforce the terms of this Agreement or on account of breach hereof, the Party not prevailing in such suit shall pay any and all costs and expenses incurred by the other Party in such suit, including without limitation, costs, presuit investigation, paralegal fees, attorneys fees and all costs of collection.

12. **Recording.** This Agreement shall be recorded in the official records of Okaloosa County, Florida upon and shall be submitted by stipulation of the Parties to the Circuit Court for approval in the Litigation.

13. **Authority.** Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms. It is expressly understood and agreed that this Agreement shall not become binding upon the City unless and until the City Council approves this Agreement at a public meeting, as is required by Florida law.

14. **Governing Law; Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Okaloosa County, Florida.

15. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, bankruptcy trustees, representatives, affiliates, officers, directors, partners, members, and joint venturers of the Parties.

16. **Non-Waiver.** Failure by either of the Parties to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and either or both of the Parties, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

17. **Construction; Headings.** The Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with litigation and to arrive at a fair and reasonable agreement with regard to the Litigation. The Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that

they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

18. **Mutual Releases.**

A. The BI Owners hereby waive and release, acquit, satisfy, and forever discharge the City, including its elected officials and employees, and any and all affiliates, legal representatives, insurance carriers, successors, and assigns thereof (collectively, the "City-Related Parties"), from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which the BI Owners ever had or now have, in law or in equity, for, upon, or by reason of any claim raised or which could have been raised by the BI Owners in the Litigation as of the Effective Date of this Agreement. In addition, and without waiving the generality of the foregoing, the BI Owners covenant with and warrant to the City, including the City-Related Parties, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against the City, including the City-Related Parties, with regard to any claim raised by the BI Owners in the Litigation that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

B. The City hereby waives and releases, acquits, satisfies, and forever discharges the BI Owners, including their officers, members, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, heirs, and assigns thereof (collectively, the "BI Owners-Related Parties"), from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which the City ever had or now has, in law or in equity, for, upon, or by reason of any claim raised or which could have been raised by any party in the Litigation as of the Effective Date of this Agreement. In addition, and without waiving the generality of the foregoing, the City covenants with and warrants to the BI Owners, including the BI Owners Related Parties, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against the BI Owners, including the BI Owners-Related Parties, with regard to any claim raised by any party in the Litigation that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.

C. The releases set forth above shall become effective only upon the City Council's approval and execution of this Agreement.

19. **Interpretation.** This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. The terms "hereby," "hereof," "herein," "hereto," "hereunder," and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. In construing this

Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

20. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and Agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

21. **Enforcement; Remedies.** The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, the prevailing party shall be paid by the non prevailing party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pre-trial, trial, or appellate levels, including any fees and costs incurred in determining the amount of awardable fees.

22. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

23. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to, or for the benefit of, any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.

24. **Purpose of this Agreement; Not Establishing Precedent.** By entering into this Agreement, the Parties do not admit any liability whatsoever to the other, or to any other person, arising out of any claims asserted, or that could have been asserted, in the Litigation, and expressly deny any and all such liability. The Parties acknowledge and agree that this Agreement is not intended by any Party to be construed, and shall not be construed, as an admission by any Party of any liability or violation of any law, statute, ordinance, regulation, or other legal duty of any nature whatsoever. Rather, this Agreement is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding further litigation and in recognition of the desire for the speedy and reasonable resolution of the Parties' dispute. The acceptance of proposals for purposes of this Agreement is part of a negotiated settlement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances.

25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which

shall constitute one and the same Agreement. The Parties further agree that each Party shall execute and deliver all other appropriate supplemental Agreements and other instruments, and take any other action necessary, to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

26. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To the City:

City of Destin
c/o City Manager
4200 Indian Bayou Trail
Destin, Florida 32541

With a copy to:

Kimberly Romano Kopp, Esquire
Romano Kopp Law, P.A.
P.O. Box 622562
Oviedo, Florida 32762-2562

(b) To the BI Owners:

BI, Inc.
777 Springlake Drive
Destin, Florida 32541

With a copy to:

Lisa S. Minshew, P.A.
433 East Government Street
Pensacola, Florida 32502

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

27. **Effective Date.** This Agreement shall become effective upon the date of execution by the last of the Parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 6th day of September, 2018.

Signed, sealed, and delivered:

Witnessed by:

DEWEY DESTIN HARBORSIDE, LLC, a
Florida limited liability corporation

[Signature]
Print Name: Hadi J. Yefremov

By: Dewey Destin
Printed Name: Dewey Destin
Title: MAN PARTNER

[Signature]
Print Name: Constance Brath

Witnessed by:

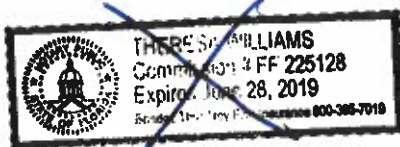
B.I., INC., a Florida corporation

[Signature]
Print Name: Hadi J. Yefremov
[Signature]
Print Name: Constance Brath

By: Dewey Destin
Printed Name: Dewey DESTIN
Title: Pres

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of September, 2018, by Dewey Destin, as Managing Member of Dewey Destin Harborside, LLC, a Florida limited liability corporation and as President of BI, Inc., a Florida corporation, on behalf of the corporations. He is personally known to me.



[Signature]
Notary Public, State of Florida



STATE OF FLORIDA
COUNTY OF Okealoosa

The foregoing instrument was acknowledged before me this 3rd day of SEPTEMBER, 2018, by GARY JARVIS, as Mayor of the City of Destin, Florida, ~~President of BI, Inc., a Florida corporation,~~ on behalf of the corporation. He is personally known to me or has produced _____ as identification.



REYNALDO BAILEY
Commission # GG 173682
Expires March 5, 2022
Bonded thru Budget Notary Services

Notary Public, State of Florida
Print Name: REYNALDO BAILEY
My commission expires: MARCH 5, 2022

(SEAL)

Witnessed by:

Robert Scheffel Wright
Print Name: ROBERT SCHEFFEL WRIGHT
D. Leigh Moore
Print Name: D. Leigh Moore

CITY OF DESTIN

By: Gary Jarvis
Printed Name: GARY JARVIS
Title: MAYOR

Witnessed by:

D. Leigh Moore
Print Name: D. Leigh Moore
Brass Farmer
Print Name: Brass Farmer

ATTORNEY FOR CITY OF DESTIN

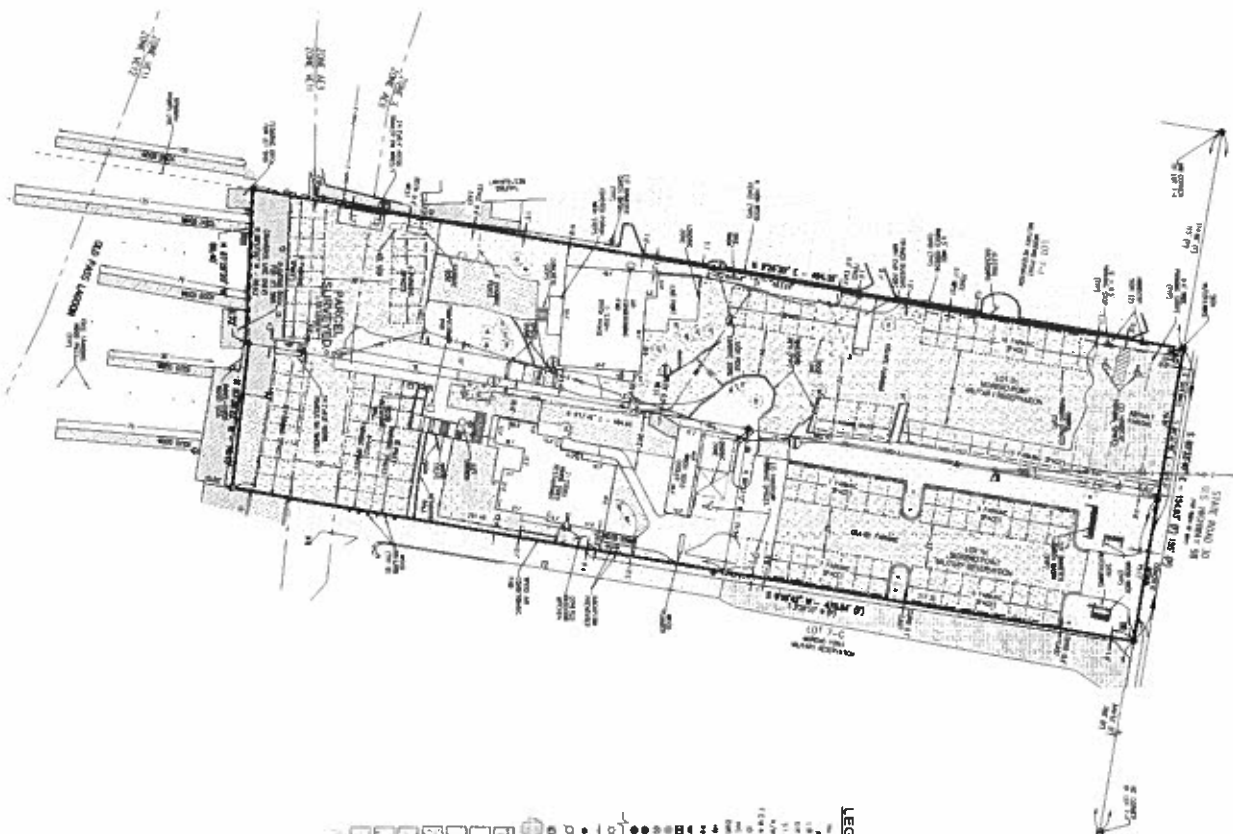
By: KRP
Printed Name: Kimberly Koff
Bar No.: 0684511

DESCRIPTION:

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SURVEY REPORT:

- [illegible]



LEGEND:

1. ☐ **QUESTION**
 2. ☐ **ANSWER**
 3. ☐ **EXPLANATION**
 4. ☐ **REFERENCE**
 5. ☐ **REMARKS**
 6. ☐ **DATE**
 7. ☐ **TIME**
 8. ☐ **LOCATION**
 9. ☐ **STATUS**
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 97. ☐ **TIME**
 98. ☐ **LOCATION**
 99. ☐ **STATUS**
 100. ☐ **REMARKS**

EXHIBIT

A

BOUNDARY SURVEY

WEST 80 FEET OF LOT 7-H MORENO POINT
MILITARY RESERVATION, LOCATED IN UNDIVIDED
TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA
COUNTY, FLORIDA
REGISTERED BY JOHN SENGOS

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PROJECT
09-0128

SHEET
1 OF 1

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR
OKALOOSA COUNTY, FLORIDA**

BI, INC. and DEWEY
DESTIN'S HARBORSIDE, LLC,

Plaintiffs,

Case No.: 2016 CA 003672

v.

CITY OF DESTIN,

Defendant,

and

DESTIN FISHING FLEET, INC.

Intervenor.

STIPULATED SETTLEMENT AGREEMENT AND ORDER

THIS MATTER having come before the Court upon the parties', the City of Destin and BI, Inc. and Dewey Destin's Harborside, LLC, stipulated Settlement Agreement, the court's review of the pleadings; on the authority granted by the Florida Constitution in inverse condemnation cases, in Chapter 70.0001 Florida Statutes, the Bert J. Harris, Jr. Private Property Rights Protection Act, and the Court being fully advised finds as follows:

1. The City of Destin's Comprehensive Plan and FLUM, as amended, combined with certain land use ordinances are known as the land development code provisions for the County (the "LDC").

2. Plaintiff, BI, Inc. ("BI") is the fee simple owner of two parcels of land in Destin, Florida, Parcel # 00-2S-22-0630-0000-07H0 (the "Waterfront BI Property") and Parcel # 00-2S-22-



0630-0000-07H2 (the "Highway 98 BI Property") (collectively the "BI Property").

3. Plaintiff, Dewey Destin's Harborside, LLC, is the lessee of the Highway 98 BI Property.

4. In 2006, the City of Destin (the "City") purchased and is the fee simple owner of a sixty eight (68) foot wide lot located immediately east of and adjacent to the BI Property known as Parcel # 00-2S-22-0630-0000-0762 (the "City Property").

5. The City Property has an accessway constructed of asphalt, dirt, sand and concrete that borders the eastern side of the BI Property and the western side of the City Property and had provided the public vehicular access from Highway 98 to the BI Property, the City Property and to the water's edge (the "Accessway").

6. This Accessway also provided the only vehicular access for BI, Inc. from Highway 98 to the Waterfront BI Property.

7. In this action, BI claims that it owns a recorded nonexclusive private easement across the same area as the Accessway. (the "BI Easement").

8. On July 20, 2016, the City of Destin notified the adjacent property owners, including BI, Inc., that vehicular access over and through the City Property, including BI's use of the Accessway and the BI Easement to access the BI Waterfront Property and the Destin Harbor water's edge, would be terminated in 90 days by constructing a fence and/or by other lawful means. BI sought injunctive relief for this governmental action by bringing an action against the City through other available judicial proceedings on October 14, 2016, including a claim for inverse

condemnation under the Florida Constitution and pursuant to F.S. 70.001(11)(b).

9. The City of Destin constructed the fence and installed a gate which it closed and locked on October 17, 2016, terminating all public and private vehicular and pedestrian access across the Accessway and the BI Easement.

10. On or about July 14, 2017, Dewey Destin, a member of Plaintiff BI, and other third parties formed a Florida Limited Liability Company, 200 Harbor Blvd., LLC, to take title to the real property known as 200 Harbor Blvd., Destin, Florida, which is located adjacent to and to the west of the BI Property (the "200 Harbor Blvd Property"), which was required due to the actions of the City in terminating use of the Accessway.

11. The closing for the purchase of the 200 Harbor Blvd Property was held on August 1, 2017.

12. Plaintiffs and 200 Harbor Blvd., LLC entered into an agreement wherein Plaintiffs lease an alternate access from Highway 98 for the BI Waterfront Property and Dewey Destin's Harborside, LLC, across the 200 Harbor Blvd Property for \$10,000.00 per month, which was required due to the actions of the City in terminating use of the Accessway.

13. By its actions in denying Plaintiffs use of the Accessway and the BI Easement, the Plaintiffs allege that the City of Destin has inordinately burdened the use of the Property pursuant to Chapter 70.001(6)(d) Florida Statutes, the Bert J. Harris, Jr. Private Property Rights Protection Act.

14. Plaintiffs and the City of Destin have entered into a stipulated Settlement Agreement

of all claims contained in this action including but not limited to those pursuant to the Florida Constitution for inverse condemnation and as claimed pursuant to Chapter 70.001 Florida Statutes, the Bert J. Harris, Jr. Private Property Rights Protection Act, entitled the "Final Settlement Agreement"). (A true and correct copy of the Final Settlement Agreement is attached hereto as Exhibit A).

WHEREFORE, it is hereby ORDERED AND ADJUDGED:

1. Pursuant to and upon the authority granted by the Florida Constitution in cases of inverse condemnation and in the provisions of Chapter 70.0001 Florida Statutes, the Bert J. Harris, Jr. Private Property Rights Protection Act, regardless of any contrary provision contained within the Destin Land Development Code or any Florida statute, the BI Property and the 200 Harbor Blvd Property may be improved, developed and/or used as set forth in the Settlement Agreement.

2. The Court accepts, approves and adopts the Settlement Agreement and finds that the relief granted by the City of Destin in the Settlement Agreement protects the public interest served by the relevant statutes, rules, regulations and/or ordinances at issue therein and was the appropriate relief necessary to prevent the City of Destin's actions from inordinately burdening the BI Property.

3. Defendant City of Destin shall not reject, rescind, question the validity or otherwise nullify the terms contained in the Settlement Agreement, or the terms contained in this Final Order.

4. The terms of the Settlement Agreement and the terms contained in this Final Order shall attach to and run with the title to the BI Property.

5. This action and the claims contained therein are hereby dismissed with prejudice,

however, the court retains jurisdiction to enforce the terms of this Final Order and the attached Settlement Agreement.

DONE AND ORDERED in Chambers in Okaloosa County, Florida on this ____ day of _____, 2018.

JOHN T. BROWN
Circuit Judge

STIPULATED TO BY THE PARTIES THROUGH THEIR ATTORNEYS OF RECORD.

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Lisa S. Minshew, P.A.
433 E. Government Street
Pensacola, Florida 32502
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Attorney for Plaintiffs

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Telephone (850) 784-7772
pleadings@warnerlaw.us
Attorney for Defendant City

CLERK'S CERTIFICATE OF MAILING

I HEREBY CERTIFY that a copy of the foregoing Stipulated Final Judgment was furnished to Lisa S. Minshew, Esq., 433 East Government Street, Pensacola, Florida 32502, William G. Warner, Esq., P.O. Box 1820, Panama City, FL 32402-1820 and D. Michael Chessser, Esq., Chessser & Barr, P.A., 1201 Eglin Parkway, Shalimar, FL 32579 by eservice on this _____ day of _____, 2018.

ALEX ALFORD

CLERK OF COURT

By: _____

Deputy Clerk



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019**TYPE OF AGENDA ITEM:** City Manager Report**TO:** City Council**THRU:** Louis Zunguze, Community Development Director
Lance Johnson, City Manager**FROM:** Bragg Farmer, Finance Director**DATE:** January 28, 2019**SUBJECT:** Schedule of Fees

I. BACKGROUND: Annually as part of the budget process and occasionally during the fiscal year, staff evaluates the City's fee schedule to determine the feasibility of current revenue rates. The fee schedule is a comprehensive schedule of all revenues and fees that the City collects for each department. It is in the City's benefit that these revenues and fee schedules are contained in one document and updated annually or when fee changes are approved by the City Council.

II. DISCUSSION: There are minor changes to the fees for Short Term Rentals (page 13) and (page 18). All of the changes are highlighted in red. This resolution incorporates these changes in the Schedule of Fees.

A. Link to Strategic Goals / Objectives: III.A.2. Develop sustainable Operating & Capital budgets ensuring the City is managed in a fiscally sound manner and complies with legislative mandates.

B. Effect on Budget (EOB): The fee changes will have a minimal effect on our FY2019 revenue budget.

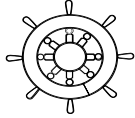
C. Level of Service (LOS): This fee schedule provides the rates and manner in which all revenues and fees are collected and recorded within the City coffers.

III. CONCLUSION: The proposed amendments to the FY2019 fee schedule accomplish the budget and cost recovery goals of the City Council.

IV. RECOMMENDED MOTION: I move that City Council adopt Resolution 19-01 and the associated Schedule of Fees for Fiscal Year 2019.

Attachments:

1. Schedule of Fees FY 2019 Resolution
19-01
2. 2019 Fee Resolution 19-01



FY 2019
Budget

Schedule of Fees

REVENUES

General Property Tax

Ad valorem taxes levied on an assessed valuation of real and/or personal property. The distinguishing characteristics of general property taxes are that revenues are (1) derived from taxes (2) levied by the government reporting entity and (3) assessed on the general property.

311100 Current Ad Valorem Taxes

Revenues from annual taxes levied on all property, real and personal, within the City of Destin. A mill is one dollar of tax per \$1,000 of value. Taxable value is assessed value less exemptions. The County collects the tax and pays the proceeds to City.

Code Reference: F.S. Chapter 200.065
Responsible Dept: Finance

311200 Delinquent Ad Valorem Taxes

Taxes are due on November 1 of each year and become delinquent on April 1 or 60 days from the mailing of the original notice, whichever is later. The County collects the tax and pays the proceeds to City.

Code Reference: F.S. Chapter 200, 166.211
Responsible Dept.: Finance

Franchise Fees

Fees levied on a corporation or individual by the reporting entity in return for granting a privilege, sanctioning a monopoly, or permitting the use of public property, usually subject to regulation.

323300 Sewer/Water Franchise Fees

Company gross receipts within the City limits are levied a fee on the sale of water. The fee is paid by public service businesses for use of City streets, alleys, and property in providing their services.

Responsible Dept: Finance

323400 Gas Franchise Fees

Company gross receipts within the City limits are levied a fee on the sale of electricity and natural gas. The fee is paid by public service businesses for use of City streets, alleys, and property in providing their services.

Responsible Dept: Finance

323700 Solid Waste Franchise Fees

Company gross receipts within the City limits are levied a fee on the collection of solid waste. The fee is paid by public service businesses for use of City streets, alleys, and property in providing their services.

Responsible Dept: Finance

Other Taxes

Amusement machines, per machine	\$10.00
1 to 10 vending machines	\$50.00
11 to 25 vending machines	\$100.00
26 or more vending machines	\$150.00
1 to 25 coin-operated washing machines and dryers	\$50.00
26 to 50 coin-operated washing machines and dryers	\$100.00
51 or more coin-operated washing machines and dryers	\$150.00

(Note: Vending machines are those coin-operated devices which dispense a product in exchange for a coin; i.e., soft drinks, candy, grooming aids, cigarettes, etc. Amusement machines include devices such as pinball, electronic games, pool tables, skeet ball, juke boxes, etc. Laundry machines include washers, hot air dryers and dry cleaning machines).

- (C) *Commercial fishing.* Net boats, long line and all other commercial non-charter fishing businesses which sell seafood for profit, either retail or wholesale, shall pay a fee based upon the greatest number of vessels.

1 boat	\$50.00
Each additional boat	\$25.00

- (D) *Contractors and subcontractors.*

General contractor	\$125.00
Building contractor	\$100.00
Residential, sheet metal, roofing, electrical, class A air conditioning, mechanical, plumbing and commercial swimming pool contractors or subcontractors	\$75.00
Class B air conditioning and residential swimming pool contractors or subcontractors	\$50.00
Class C air conditioning and swimming pool service contractors or subcontractors	\$50.00
(Note: The classifications above are as defined in Florida Statutes Section 489.105.)	
Handymen and similar craftsmen	\$25.00
All other contractors or subcontractors not listed herein	\$50.00

- (E) *Food and beverage establishments.*

- (1) Restaurants, cafes, snack bars, dining rooms, lounges, taverns, nightclubs and the like, whether operated in conjunction with some other line of business or not, one dollar (\$1.00) per seat with a minimum of fifty dollars (\$50.00).
- (2) Snack counters, drive-ins, catering services, take-out services which maintain no seats, or like businesses which may provide some seating but whose primary nature of business is take-out or delivery of food and/or beverages \$50.00

(F) *Reserved.*

(G) *Gasoline stations (including marinas).* The annual BT fee shall be based upon the maximum number of vehicles/vessels which can be serviced at any given time, in addition to other fees as may be required pursuant to this article.

1 to 4 vehicles/vessels	\$50.00
5 to 10 vehicles/vessels	\$100.00
11 to 15 vehicles/vessels	\$150.00
16 or more vehicles/vessels	\$200.00

(H) *Insurance.*

Each insurance company writing any class of insurance upon any person or property residing or located within the city	\$50.00
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Insurance agent or firm doing such business as agent or other representative of insurance company or companies, for each place of business	\$100.00
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Each traveling or itinerant insurance agent or solicitor soliciting business within the city	\$100.00
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Insurance solicitors employed by, or representing, insurance agents who have an annual license as provided by this section	\$50.00
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(I) *Leisure rentals.* Businesses renting boats, yachts, jet skis, beach equipment, sailboats, motorcycles, mopeds, bicycles or other similar equipment shall pay a BT fee based upon the number of units. The local business tax fee will be determined based upon the total number of leisure rentals the business or activity rents to the public within the corporate limits of Destin, with a list of individual locations of leisure rental setups to be provided by the business or activity making application for a BT receipt. The business owner or manager shall be responsible for making copies of the issued receipt, with a copy of said license to be distributed to each location site.

1 to 10 units	\$50.00
11 to 20 units	\$100.00
21 to 30 units	\$150.00
31 or more units	\$200.00

(J) *Marinas, dry docks, boat storage.* Marinas, dry docks and boat storage annual license fees will be based upon the number of spaces for rent.

Spaces	Wet	Dry
1 to 3	\$50.00	\$50.00
4 to 10	\$100.00	\$50.00
11 to 20	\$150.00	\$75.00
21 to 40	\$200.00	\$100.00
41 to 60	\$250.00	\$125.00
61 or more	\$300.00	\$150.00

- (K) *Professionals.* The fees referenced in this section apply to each individual pursuing such profession or professional activities and not against the firm, partnership or corporation. Therefore, each individual must obtain a separate receipt rather than one (1) receipt being acquired by a firm, partnership or corporation. It shall be the responsibility of the principle of each firm to provide to the city a list of individual professionals working from or in the firm's office at the time of application, and to notify the city each time additional professionals assume professional working activities from the office. Each professional is responsible for acquiring his/her individual license BTR and shall post the issued BTR in a conspicuous place in the office in which the professional conducts business activities.

<i>Class 1</i>	\$150.00
Includes professionals such as accountants/certified public accountants, architects, attorneys, chiropractors, dentists, engineers, medical doctors, opticians, optometrists, psychiatrists, psychologists, surveyors and veterinarians.	

<i>Class 2</i>	\$100.00
Includes professionals such as real estate brokers and stock brokers.	

<i>Class 3</i>	\$25.00
Includes professionals such as real estate agents, barbers, beauticians, cosmetologists, electrologists and others not referenced in class 1, class 2 or in the insurance category (subsection (10) of this section).	

- (L) *Rental units.* All hotels, motels, houses, cottages, condominium units, trailer spaces, boardinghouses and all other units or spaces rented. The local business tax fee will be determined based upon the total number of rental units the business or activity manages within the corporate limits of Destin, with a list of individual locations of rental units to be provided by the business or activity making application for a BTR. The business owner or manager shall post the issued BTR in a conspicuous place in the office which manages the rental units.

1 to 4 units	\$25.00
5 to 10 units	\$50.00
11 to 50 units	\$100.00
51 to 100 units	\$200.00
101 to 200 units	\$300.00
201 to 500 units	\$400.00
501 or more units	\$500.00
Mini-warehouse storage facilities	\$200.00

- (M) *Retail, wholesale, manufacturing, services, financial institutions, clubs, pawnshops, private schools, car rentals, hospitals, clinics, advertising agencies, consultants, etc.* All financial institutions and businesses selling goods, either wholesale or retail; businesses for the manufacture or assembly of goods; businesses providing services; all clubs, including golf, racquetball, swimming, health, social and the like; miniature golf, water slides and bowling alleys; private schools of any description; automobile rental agencies; and wrecker towing services shall pay a fee based upon the total number of employees. An employee shall be defined as any person actively connected with the business working within the city limits. An affidavit may be requested to accompany the application for such BTR stating the greatest number of individuals employed during any twenty-four-hour period during the preceding business tax year. The city manager or his designee shall be supplied proof of the number of employees upon demand.

1 to 5 employees	\$50.00
6 to 20 employees	\$100.00
21 to 50 employees	\$150.00

- (N) *Taxicabs, limousines, buses, private ambulances, courtesy cars, delivery cars, etc.* The annual BT fee shall be a per-unit charge.

Taxicabs, per unit	\$50.00
Limousines, per unit	\$100.00
Buses:	
- up to 40 passengers, per unit	\$100.00
- 41 or more passengers, per unit	\$150.00
Courtesy/delivery cars, private ambulances, per unit	\$50.00
(O) <i>Theaters.</i> Annual BT fees will be based upon seating capacity.	
1 to 30 seats	\$50.00
31 to 100 seats	\$100.00
101 to 300 seats	\$150.00
301 to 500 seats	\$200.00
501 to 750 seats	\$250.00
751 or more seats	\$300.00

- (P) *Miscellaneous.*
Any business activity not hereinbefore listed \$200.00

316100 Florida League and City Collected Delinquent and Escaped Business Tax

The Florida League of Cities, Inc. collects and disburses delinquent and escaped business taxes from insurance companies to Florida municipalities in accordance with the agreement between our city and the FLC, Inc. The FLC, Inc. continually researches and contacts insurance companies to recover additional revenue, which according to their investigation, owe business taxes to Florida municipalities.

Code Reference: F.S. Chapter 166.201, 205.042, 205.043, 205.053
Responsible Dept.: Community Development/Building Division

316200 Administrative fee for Contractors

An administrative fee will be charged on all contractors not licensed under FS 489 engaging in business in the City of Destin for which a permit is required. The administrative fee is for verification of state, county and local licenses, as required by city ordinance and certificate of insurance from a Florida Licensed Insurance Company for General Liability 61G4-15.003(2)(c), and Worker's Compensation as required by FS 440.103, 440.41, 440.42, and 489.144.

Code Reference: Chapter 13 Art. IV, Sec. 13-75, Code of Ordinances
Responsible Dept.: Community Development/Building Division

The following annual administrative fees for Contractors are set at:

1. **Specialty Contractors:** The fee is \$52.00 for all contractors engaging in the practice of contracting in the City of Destin whose scope of work is identified in a specialty contractor's category.

Building Construction Permit Fees

322100 Building Division
341910 Planning Division
341940 Harbor/Code Division
322200/322300 Surcharge

Building Permit Fees

The governing bodies of local governments may provide a schedule of fees, as authorized by statutes for the enforcement of the provisions of its building code. Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. NOTE: 10% of

all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Section 125.56, F.S. Chapter 166.222; FS Section 553.80;
Responsible Dept.: Community Development/Building Division

A. Construction Permits:

1. **Development Activity Permit Processing Fee:** Any development activity where the value ("value" is the fair market cost of labor and materials) of construction is less than \$500.00, the permit processing fee is \$50.00, and any development activity where the value of construction exceeds \$500.00, the permit processing fee is ~~\$36.00~~ \$50.00, plus the applicable permit fees, plan checking, re-inspection, certificate of occupancy and penalties. All required fees shall be paid prior to the issuance of any permit and at the commencement of any construction.
2. **Electrical, Plumbing, Mechanical and Gas Permit Processing Fee:** Any electrical, plumbing, mechanical or gas activity, the permit processing fee is \$50.00 plus appropriate permit, re-inspection and penalty fees. All required fees shall be paid prior to the issuance of any permit and prior to the commencement of any construction.
3. **Non-refundable Fees:** All permit, processing, and plan review fees are non-refundable unless extenuating circumstances are submitted, in writing, and approved by the Building Official.
4. **Penalty Fee:** Any work which commences prior to securing the appropriate permit or permits shall be charged a rate double the permit fee, which shall be collected by the Building Division. (Note: in accordance with Ordinance 336, the Building Official may issue a citation to the contractor.)
5. **Review Fee:** All projects are subject to a review fee, which equals the greater of (50%) of the permit fee or actual cost, incurred by the City to include one resubmittal.
 - (1) Second resubmittal for review shall be assessed an additional review fee of \$25.00 or 25% of the permit fee whichever is greater.
 - (2) Projects greater than or equal to four stories and assembly occupancy over 5,000 square feet shall be submitted to the International Code Council (ICC), Birmingham office, for formal plan review. The applicant shall pay the fee to ICC at the time plans are submitted.
 - (3) The City may require, at the Building Official's discretion, a review of the single family dwelling plans by a structural engineer. In this case, the applicant shall be required to pay the cost of this review.
 - (4) **Public Swimming Pool and Applicable Water Features Review Fee:**
 - a. Review Fee New Pool – Greater than 25,000 gallons \$450.00 to be paid upon submittal.
 - b. Review Fee New Pool – 25,000 gallons or less \$300.00 to be paid upon submittal.
 - c. Renovations and Modifications
 - a. Level I- No Review fee required.
 - b. Level II- Renovations and Modifications Review \$50.00 to be paid upon submittal.
 - c. Level III- Renovations and Modifications Review \$200.00 to be paid upon submittal.
6. **Re-inspection Fee:** The initial inspection is included in the permit fee. A re-inspection fee to the Building Division of \$35.00 for the first re-inspection (per unit/building or

structure). The fee for a second re-inspection shall be \$70.00, and the fee for a subsequent re-inspection shall be \$140.00 each. (Note: See FS Section 553.80(4)(c)). Planning Division's Certificate of Occupancy (As-Built) site re-inspection fees: Residential (Single Family or Duplex) \$100.00, Minor Tier 1 Development Order \$310.00, Minor Tier 2 Development Order \$460.00 and Major Tier 3 Development Order \$615.00.

7. **Stop By/Walk Through Inspection Request Fee:** The fee will be \$50.00.
8. **Re-Permit Fee:** The fee for re-permitting any permit will be 50% of the original building permit fee a \$50.00 processing fee, plus applicable state fees.
9. **All New (Heated and Cooled) Buildings or Structure Additions** (includes Manufactured Buildings). The following fees are established:
 - a. The applicant for a permit for any new building or structure, or for any addition to an existing building or structure, or portion thereof, shall pay for each and every building or structure at the time of making application and issuance of a permit, the building division permit fees, which are based on square footage of gross floor area multiplied by \$0.15 per square foot.
 - b. **Residential (Single Family – Attached/Detached or Duplex).** The Planning Division permit fee is \$0.05 per square foot of gross floor area. This fee includes the initial Certificate of Occupancy as-built site inspection.
10. **Building Permit Surcharge Fee** is 3% of the total building permit fees, associated with the enforcement of the Florida Building Code, will be charged on all building permits, i.e., building, plumbing, electrical, mechanical, etc. with a minimum charge of \$4.00. One half of the fee is provided to the Department of Business and Professional Regulation (DBPR) and one half of the fee is provided to the Department of Community Affairs (DCA). F.S. 553.721, F.S. 468.631
11. **Other Structure Fee:** The following fees are established:
 - a. For all other structures to include non-heated and cooled buildings, renovations, interior build-outs, sheds, decks, fences, etc. the permit fee is \$6.00 per \$1,000.00 (or fraction thereof) of estimated cost, up to \$20,000.00 plus \$5.00 per \$1,000.00 (or fraction thereof) of the estimated cost in excess of \$20,000.00 up to \$100,000.00 plus \$4.00 per \$1,000.00 (or fraction thereof) of estimated cost in excess of \$100,000 (or fraction thereof).
 - c. **Residential (Single Family Attached/Detached or Duplex):** The Planning Division permit fee is \$60.00. This fee includes the Certificate of Occupancy or Certificate of Completion and as-built site inspection.
 - d. **Multiple Family and Commercial Structures:** The Planning Division permit fee is \$120.00. This fee includes the Certificate of Occupancy or Certificate of Completion and as-built site inspection.
12. **Commercial Signs.** The following fees are established:
 - a. **The Building Division** Permit fee for all permanent signs is based on the total area of each sign (two-sided signs on the same structure are considered as one sign). The following fees are established:
 - (1) The fee for each signs up to twenty square feet is \$36.00.
 - (2) The fee for each signs over twenty square feet is \$48.00.

- (3) The fee for each self-illuminated commercial signs is an additional \$20.00.
- b. **The Planning Division Permit** fees for signs are established:
- (1) If the sign will be mounted to an approved, existing structure, the permit fee is \$36.00.
- (2) If the sign will be mounted to a new structure, the permit-processing fee is \$72.00.
13. **Mobile/Manufactured Homes.** The following fees are established:
- a. **The Building Division Permit** fee for mobile/manufactured homes, blocked, with skirts and tie-downs, is \$30.00.
- b. **The Planning Division Permit** fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$60.00. This fee includes the initial Certificate of Occupancy or Certificate of Completion as-built site inspection.
14. **In Ground Swimming Pools and applicable water features (which includes all pool and water feature equipment, except electrical).** The following fees are established:
- a. **Building Permit Fee:**
1. The fee for new **residential** swimming pools and applicable water features (excluding electrical fee) is \$60.00.
2. The fee for new **public** swimming pools and applicable water features is \$150.00.
3. The fee for renovations/repair/modifications to existing public swimming pools and applicable water features based on the level of modification as set forth in the Public Pool Modification Matrix Table is:
- i. Level I- \$50.00.
- ii. Level II--\$100.00
- iii. Level III- \$150.00
- b. **Planning Division Permit Fee:** The fee for swimming pools and applicable water features is \$96.00. Planning Permit fee not required on Level I or II renovations.
15. **Antennas - Dish and tower, roof and ground installations.** The following fees are established:
- a. **Domestic (Residential R3) installation:** A permit is required only for those towers that are of such height that they cannot be contained on an owner's property if they fall. The permit fee is \$30.00.
- b. **Commercial (Non Residential) installations:** The fee is \$6.00 per \$1,000.00 (or fraction thereof) of the estimated cost up to \$20,000, plus \$5.00 per \$1,000.00 (or fraction thereof) of the estimated cost in excess of \$20,000 up to \$100,000.00, plus \$4.00 per \$1,000.00 (or fraction thereof) of the estimated cost in excess of \$100,000.00 (or fraction thereof).
16. **Moving Buildings or Structures (excluding mobile homes):** The fee to move any non-portable building or structure from one location to another location is \$90.00.
17. **Demolition of Buildings or Structures:** The following fees are established:
- a. **Building Division Permit Fee:** For the demolition of any building or structure, the fee is \$84.00. In addition to the demolition permit, you must submit a notice of asbestos removal form to the asbestos Coordinator for Northwest Florida District of Florida Department Environmental Protection (FDEP). (Note: The present address is

160 Government Center, Pensacola, Florida 31501).

- b. **Planning Division Permit Fee:** The demolition permit fee is \$60.00.
18. **Docks, Boathouses, Bulkheads and Seawalls:** The following fees are established:
- a. **Building Division Permit Fee:** The fee for construction of docks, boathouses, bulkheads or seawalls is \$12.00 per \$1,000.00 (or fraction thereof) of estimated cost up to \$10,000.00, plus \$6.00 per \$1,000.00 (or fraction thereof) of the estimated cost in excess of \$10,000.
 - b. **Harbor Division Permit Fee:** The permit fee is \$30.00.
19. **Land clearing:** The following fees are established:
- a. **Building Division Processing Fee:** The fee for clearing, filling, excavating, grading, dredging, or otherwise significantly disturbing the soil of a site prior to obtaining a building permit shall be charged the Development Activity Permit processing fee \$50.00.
 - b. **Planning Division Permit Fee:** The fee for all land clearing permits is \$60.00.
20. **Protected Tree removal:** The following fees are established:
- a. **Building Division Processing Fee:** The fee for removing any protected or preserved tree shall be charged the Development Activity Permit processing fee of \$50.00.
 - b. **Planning Division Permit Fee:** The fee for removing any protected or preserved tree shall be \$60.00.
21. **Portable Buildings:** The following fees are established:
- a. **Building Division Processing Fee:** \$50.00
 - b. **Planning Division Permit Fee:** \$80.00
22. **Temporary Tents:** The following fees are established:
- a. **Building Division Permit Fee:** \$25.00
 - b. **Planning Division Permit Fee:** \$25.00
23. **Electrical Permit Fees:** The following fees are established:
- a. **Electrical Service:** The following fees for electrical service are established:
 - (1) Temporary and construction service through 100 amperes: \$30.00.
 - (2) Early Service Power \$40.00 first service and \$12.00 for each additional.
(NOTE: Required prior to final inspection and no occupancy shall occur prior to issuance of a Certificate of Occupancy, by the Building Official. If the premises are occupied prior to the issuance of a Certificate of Occupancy, or a Certificate of Completion, the power company may be notified to disconnect the power and the permit will be subject to action by the Code Enforcement Board).
 - (3) Permanent Service up to 100 amperes: \$45.00.
 - (4) 101 amperes through 200 amperes: \$60.00.
 - (5) 201 amperes through 400 amperes: \$75.00.

- (6) 401 amperes through 600 amperes: \$90.00.
 - (7) 601 amperes through 800 amperes: \$120.00.
 - (8) 801 amperes and over, \$120.00 plus \$0.05 per ampere over 800 amperes.
 - (9) Circuits: \$5.00 each.
 - (10) **Low Voltage Systems:** The permit fee for new construction hardwired low voltage systems, including but not limited to television, phone, sound systems, fire alarm, security, or other low voltage system shall be \$6.00 per system. Wireless security systems for 1 & 2 family are excluded from permitting.
 - (11) Electrical repair wiring or renovations is \$12.00 per \$1,000.00 (or fraction thereof) of estimated cost, up to \$10,000.00 plus \$6.00 per \$1,000.00 (or fraction thereof) in excess of \$10,000.00.
 - (12) Meter/service change outs (to include gang meters) are \$33.00 per meter.
 - (13) Functional Checks: \$36.00.
 - b. **Swimming Pools and applicable water features:** The permit fee, which includes all pool and applicable water feature equipment grounding, and underwater lights, is \$40.00.
24. **Mechanical Permit Fees:** The following fees are established:
- a. Heat and Air Conditioning Unit (including heat pump):
 - (1) Up to five tons, the fee is \$60.00 per system.
 - (2) Over five tons, the fee is \$60.00 per system, plus \$3.50 per ton over 5 tons.
 - b. Refrigeration system is \$24.00 each.
 - c. Commercial kitchen Hood system is \$24.00 each.
 - d. Incinerator or Boiler is \$24.00 each.
 - e. Solar Collector is \$10.00 each.
 - f. Mechanical repair or air conditioning change outs is \$12.00 per \$1,000.00 (or fraction thereof) of estimated cost, up to \$10,000.00 plus \$6.00 per \$1,000.00 (or fraction thereof in excess of \$10,000.00).
25. **Plumbing Permit Fees:** The following fees are established:
- a. Each fixture, roughed-in and/or final inspection is \$5.00 per plumbing fixture.
 - b. Each individual tap for sewer, septic, grease trap/interceptor, back-flow protector, roof drain and water connection is \$12.00.
 - c. Plumbing repair/re-piping or renovations is \$12.00 per \$1,000.00 (or fraction thereof) of estimated cost, up to \$10,000.00 plus \$6.00 per \$1,000.00 (or fraction thereof in excess of \$10,000.00).
26. **Gas Installation Permit Fees:** The following fees are established:

- a. Each fixture is \$5.00.
- b. Gas piping (Natural or LP) to a unit or building is \$24.00 per connection, to include installation of generators to existing homes/structures.
- c. Gas repair/re-piping or renovations is \$12.00 per \$1,000.00 (or fraction thereof) of estimated cost, up to \$10,000.00 plus \$6.00 per \$1,000.00 (or fraction thereof in excess of \$10,000.00).

27. Fire Sprinkler/Suppression Systems Permit Fees:

a. Commercial kitchen hood suppression:

- (1) \$60.00 up to 4 nozzles heads
- (2) \$10.00 per additional nozzle head thereafter

b. Fire Sprinkler system:

- a. The fee is \$0.80 per sprinkler head/nozzle for new construction.
- b. The fee is \$10.00 per water line feeding above systems.
- c. The fee is \$10.00 per stand pipe.
- d. The fee is \$12.00 for repair or modification per \$1,000.00 (or fraction thereof) of estimated cost, up to \$10,000.00 plus \$6.00 per \$1,000.00 (or fraction thereof) in excess of \$10,000.00.

28. Utility Site/Infrastructure Permit Fees:

- a. Systems up to 20 devices (manholes, catch basin, storm drains) is \$200.00
- b. Systems with over 20 devices is \$350.00
- c. Processing Fee is \$36.00.

29. Parking Lot Resurface, Restripe and Overlay Permit Fees:

- a. Building Division fee is \$100.00
- b. Planning Division fee is \$120.00

329100 Right-of-Way Fees

The Land Development Code provides that City Council will establish and collect fees for issuing Right of Way Construction Permits for work in the City's rights of way.

Code Reference: LDC 8.01.00 & Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Dept.: Public Services

UTILITY	\$260.00 PER PERMIT
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RIGHTS-OF-WAY – Administration Fee

SINGLE FAMILY RESIDENTIAL OR DUPLEX	\$40.00 PER ROW CONSTRUCTION PERMIT
COMMERCIAL OR MULTI-FAMILY	\$125.00 PER ROW CONSTRUCTION PERMIT

RIGHTS-OF-WAY (ROW) CONSTRUCTION

COMMERCIAL (NON RESIDENTIAL)	\$11.00 PER 100 LINEAR FEET AND \$78.00 PER ROAD BORE \$260.00 PER ROAD CUT \$78.00 FOR LANDSCAPING /IRRIGATION
COMMERCIAL (NON RESIDENTIAL) INDIVIDUAL SIMPLE OWNER FEE FOR HOLD HARMLESS & MAINTENANCE AGREEMENT	\$50.00
OTHER OWNERSHIP (CORPORATE OR TRUST) FEE FOR HOLD HARMLESS &	

MAINTENANCE AGREEMENT	\$85.00
RESIDENTIAL (SINGLE OR 2-FAMILY LOT)	\$11.00 PER 100 LINEAR FEET AND \$21.00 PER BORE AND \$260.00 PER ROAD CUT AND \$21.00 PER LANDSCAPING / IRRIGATION
RESIDENTIAL (SINGLE OR 2-FAMILY LOT)) INDIVIDUAL SIMPLE OWNER FEE FOR HOLD HARMLESS & MAINTENANCE AGREEMENT	\$50.00
OTHER OWNERSHIP (CORPORATE OR TRUST) FEE FOR HOLD HARMLESS & MAINTENANCE AGREEMENT	\$85.00

INSPECTIONS:

RIGHTS-OF-WAY – COMMERCIAL SATISFACTORY COMPLETION

INITIAL INSPECTION	NO CHARGE, INCLUDED WITH PERMIT FEE
FIRST SITE RE-INSPECTION	\$80.00
EACH SUBSEQUENT SITE RE- INSPECTION	\$130.00

RIGHTS-OF-WAY – RESIDENTIAL SATISFACTORY COMPLETION

INITIAL INSPECTION	NO CHARGE, INCLUDED WITH PERMIT FEE
FIRST SITE RE-INSPECTION	\$65.00
EACH SUBSEQUENT SITE RE- INSPECTION	\$85.00

RIGHTS-OF-WAY (ROW), VACATION/EASEMENT

\$515.00

329200 Rental Registration

The collection of administrative fees for the processing of applications for long and short term rental according to the following schedule:

Long Term Rentals:

Rental unit	\$50.00
Multiple rental units (i.e. apartment complex) located on one single parcel with onsite property management	\$50.00 single registration fee via the onsite property management
Multiple rental units not located on one single parcel and no available onsite property management	\$50.00 per unit

Short-Term Rentals:

Rental unit (Single-family dwelling as defined in Chapter 13, Code of Ordinances)	\$200.00.
Reapplication Fee (ST & LT)	\$25.00
Administrative Fee (Paper Application) (ST & LT)	\$25.00
Late Fee after March 31 st (ST & LT)	\$100.00
Late Fee after June 1 st (ST & LT)	\$500.00

Code Reference: Chapter 13, Code of Ordinance Article 6 and Article 7;
Responsible Dept.: Community Development/Code Enforcement

329300 Livery Vessel Permitting

The Land Development Code provides that City Council will establish and collect fees for the issuance of Livery Vessel Permits.

Permit Fee: \$75

Late Fee: \$25

Code Reference: Ordinance 17-02-CC

Responsible Department: Community Development

329400 Beach Management

The Land Development Code provides that City Council will establish and collect fees for the issuance of Beach Vendor Permits.

Permit Fee: \$75

Code Reference: LDC 11.08.03

Responsible Department: Community Development

INTERGOVERNMENTAL REVENUE

Includes all revenues received from federal, state, and other local government sources in the form of grants, shared revenues, and payments in lieu of taxes. When a grant originates from two or more funding sources, the revenues must be recorded into the separate intergovernmental sources.

STATE GRANTS:

Includes those monies, which originate from state agencies.

334390 DEP – STATE GRANTS

Reimbursement from the state.

Responsible Dept.: City Manager's Office/Grants Manager

334490 MEDIAN MAINTENANCE/GRANT

Grants from the state for specific median maintenance projects.

Responsible Dept.: City Manager's Office/Grants Manager

STATE SHARED REVENUES:

Revenues received by the State and proportionately shared with units of local Government.

335122 MUNICIPAL SHARING/CIGARETTE

Revenue received by the state from sales tax, 8th Ct Fuel Tax and Special fuel & motor Fuel tax and distributed as shared revenue to municipalities based on a percentage. The municipal fuel tax portion (29.5%) of this distribution is restricted to road use only.

Code Reference: Section 210.20, F.S.

Responsible Dept.: Finance Department

335140 MOBILE HOME TAX

Revenues from an annual license tax charged in lieu of ad valorem taxes on mobile homes, park trailers, and all travel trailers and fifth wheels exceeding 35 feet in length that is paid upon registration or renewal of registration.

Fee Schedule: The amount derived from license tax, less the amount of \$1.55 per license is equally divided between the district school board (50%) and the city or county in which the unit is located (50%). Monthly payment by warrant drawn by the State Comptroller upon the Treasury out of the License Tax Collection Trust Fund.

Code Reference: F.S. 320.08 (11-11); 320.081

Responsible Dept.: Finance Department

335150 ALCOHOL AND BEVERAGE TAX

Portion of state license tax levied by the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco that is distributed to the City.

Fee Schedule: 38% of the license taxes imposed under Florida Statutes collected within an incorporated municipality shall be returned to the appropriate municipality. Funds collected by the state under the beverage law are paid into the State Treasury to the credit of the General Revenue Fund. Funds are distributed to the municipality monthly on or before the 10th day of the month succeeding the beginning of the taxable year and quarterly thereafter.

Code Reference: Florida Statute 561.342

Responsible Dept.: Finance Department

GRANTS FROM OTHER LOCAL UNITS:

Contributions from other governmental reporting entities to be used for specified purposes. These accounts do not include shared revenues or payments in lieu of taxes from local units, or any revenues received for the provisions of services such as fire control or ambulance service.

337300 LOCAL GRANT/NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

An annual amount of money given to the City from the Northwest Florida Water Management District for the continued operation of the Old Pass Lagoon Pumping Station, after the pump station permit was taken over by the City many years ago.

Responsible Dept.: City Manager's Office/Grants Manager

337700 COUNTY GRANTS/BOATING IMPROVEMENT FUND

Grants available to Counties or municipalities through the Department of Environmental Protection for waterway projects that enhance recreational boating. Projects that may qualify for this are improvement of boat launching facilities, channel marking, and artificial reef projects for the public.

Responsible Dept.: City Manager's Office/Grants Manager

SHARED REVENUES FROM OTHER LOCAL UNITS:

Revenues received by local units that are shared among them on a proportionate basis. Revenues recorded in this account should be substantially controlled by the local unit, which levied the tax, and should be directly disbursed by the governing body of that local unit.

338000 COUNTY OCCUPATIONAL LICENSES

Portion of revenues received from Okaloosa County Occupational Licenses issued to businesses located in City limits.

Code Reference: Florida Statutes 205.0535; 205.0536

Responsible Dept.: Community Development/Building Division

338001 COUNTY LIBRARY COOPERATIVE

An entity which enables all 6 municipal libraries in Okaloosa County to share resources. While all these municipal libraries are autonomous, as members of the Cooperative they share a common circulation system and in exchange for funding, extend their services to unincorporated areas of the county.

Responsible Dept.: Library

GENERAL GOVERNMENT (NOT COURT RELATED)

341910 LAND DEVELOPMENT REVIEW FEES

The Land Development Regulations provide that the City Council of the City of Destin, Florida will establish land development review, permit and other fees. Fees are set to cover the cost of the work associated with review, permitting, inspection and other activities associated with land development. The City may require, at its discretion, the review and advise of an expert consulting professional on any development application. Applicants will be responsible to reimburse the City for these outside costs plus a 10% Administrative Fee. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Land Development Code 18.01.00

Responsible Dept.: Community Development

DEVELOPMENT ORDER RELATED APPLICATIONS:

The following development order related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or the issuance of the Final Development Order.

<i>TYPE OF APPLICATION:</i>	<i>APPLICATION FEE:</i>
DEVELOPMENT OF REGIONAL IMPACT	\$9,000.00
REGIONAL ACTIVITY CENTER	\$9,000.00
DEVELOPER'S AGREEMENT	\$4,500.00
MINOR TIER 2 DEVELOPMENTS	\$6,000.00
MAJOR DEVIATIONS TO A TIER 2 DEVELOPMENT	\$4,000.00
MINOR DEVIATIONS TO A TIER 2 DEVELOPMENT	\$2,000.00
MINOR TIER 1 DEVELOPMENTS	\$2,500.00
MAJOR DEVIATIONS TO A TIER 1 DEVELOPMENT	\$3,000.00
MINOR DEVIATIONS TO A TIER 1 DEVELOPMENT	\$2,000.00
SIMPLE DEVIATION	\$1,000.00
PLANNED UNIT DEVELOPMENT (PUD) PLUS THE FEE FOR SUBDIVISION, MAJOR DEVELOPMENT ORDER OR MINOR DEVELOPMENT ORDER	\$2,500.00
LANDSCAPING PLAN REVIEW (IF NOT SUBMITTED AS PART OF A D.O. APPLICATION)	\$750.00
OUTDOOR LIGHTING PLAN REVIEW (IF NOT SUBMITTED AS PART OF A D.O. APPLICATION)	\$750.00
DEVELOPMENT ORDER EXEMPTION	\$500.00

SUBDIVISION RELATED APPLICATIONS:

The following subdivision related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or final approval.

<i>TYPE OF APPLICATION:</i>	<i>APPLICATION FEE:</i>
MAJOR SUBDIVISIONS	\$3,000.00
MINOR SUBDIVISIONS	\$1,500.00
REPLAT OF SUBDIVISION / LOT RECONFIGURATION	\$1,300.00
DEED OF GIFT	\$750.00
IF EASEMENTS FOLLOW THE PLAT, REPLAT	\$300.00

OR LOT RECONFIGURATION AND ARE EXECUTED BY A SEPARATE DOCUMENT	(PER EASEMENT)
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ORDINANCE AMENDMENT RELATED APPLICATIONS:

An applicant applying for any one of the following ordinance amendment related applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost at actual cost plus a 10% Administrative Fee.

<i>TYPE OF APPLICATION:</i>	<i>APPLICATION FEE:</i>
COMPREHENSIVE PLAN TEXT AMENDMENT	\$1,200.00
CP FUTURE LAND USE MAP AMENDMENT	\$1,200.00
LAND DEVELOPMENT CODE TEXT AMENDMENT	\$1,200.00
LDC REZONING MAP AMENDMENT	\$1,200.00
CODE OF ORDINANCE TEXT AMENDMENT	\$1,200.00

BOARD OF ADJUSTMENT RELATED APPLICATIONS:

An applicant applying for any one of the following Board of Adjustment applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

<i>TYPE OF APPLICATION:</i>	<i>APPLICATION FEE:</i>
ADMINISTRATIVE DECISION APPEAL	\$600.00
CONDITIONAL USE	\$600.00
VARIANCE	\$600.00
EXCEPTION (MARINA SITING ONLY)	\$600.00

TABLING AND/OR REHEARING:

The following fees are established for an applicant initiating tabling and/or re-hearing of an application at City Council, Local Planning Agency (LPA), Board of Adjustment (BOA), or Technical Review Team (TRT). The applicant is responsible for paying to the City administrative expenses, cost recovery for the use of outside consultant by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

<i>TYPE OF HEARING:</i>	<i>FEE:</i>
CITY COUNCIL	\$120.00
LOCAL PLANNING AGENCY (LPA)	\$120.00
BOARD OF ADJUSTMENTS	\$120.00
TECHNICAL REVIEW TEAM	\$120.00

CERTIFICATE OF OCCUPANCY (AS-BUILT) SITE RE-INSPECTION FEES:

<i>TYPE OF DEVELOPMENT:</i>	<i>RE-INSPECTION FEE:</i>
MINOR TIER 1 DEVELOPMENT ORDER	\$350.00
RESIDENTIAL (SINGLE-FAMILY OR DUPLEX)	\$100.00

MISCELLANEOUS APPLICATIONS, FEES, & LETTERS:

<i>TYPE OF APPLICATION, <u>FEE</u>, OR LETTER:</i>	<i>FEE (Per Application or Letter):</i>
ALCOHOL LICENSES	\$35.00
ZONING COMPLIANCE LETTER	\$50.00

FDEP REVIEW LETTER	\$70.00
RE-ADDRESSING FOR CONVENIENCE	\$50.00
HOME OCCUPATION	\$55.00
WHITE SANDS COMPLIANCE INSPECTION	\$35.00
EACH RE-INSPECTION DUE TO FAILURE OF A PREVIOUS INSPECTION	\$87.00
DOG FRIENDLY DINING	\$540.00
PROPERTY STATUS LETTER (LEIN REQUESTS)	\$35.00
HOME SOLICITATION SALES	\$55.00
MULTIMODAL TRANSPORTATION CONCURRENCY MITIGATION FEE (Land Development Code - Article 6): <u>Account: 325100</u>	\$1,000.00 per mitigation point
SEXUALLY ORIENTED BUSINESS LICENSE Initial Application Fee:	\$250.00
Annual Renewal Fee:	\$100.00
SEXUALLY ORIENTED BUSINESS EMPLOYEE LICENSE Initial Application Fee:	\$50.00
Each additional license:	\$20.00
Annual Renewal Fee:	\$25.00
Each additional license:	\$10.00
Short Term Rental Grandfather Application Fee	\$100.00
Change of Use Application Fee	\$50.00

341911 MAPS & PUBLICATIONS

Monies collected for providing copies, to include but not limited to, maps, plats and documents.

Responsible Dept.: Public Services/City Manager's Office (GIS)

Standard data fees: \$3.10 / standard CD and \$13.40 / standard aerial DVD. Standard CD types are base vectors and aerial rasters. (Land use vectors available in future.) Base vector CD includes roads, water, 7.5-minute quads, quarter-quads, fire stations, city government buildings, libraries, parks, police stations, schools, flood zones, category storm surge, county border, city limits, zoning, future land use, community redevelopment agencies/areas, building footprints, digital elevations & aerial index.

For parcels, contact Okaloosa County at 850-651-7958.

In the future, free copies of standard CDs will be given quarterly to public library.

\$13 / Aerial DVD: Standard DVD types are base vectors and aerial rasters. Base vector DVD includes same layers as a Standard CD in un-zipped format. Aerial Raster DVD has same capacity as (3) CD's.

Standard map fees:	Size	Sparse shading	Dense shading
8.5 x 11	A	\$2.60	\$5.15
8.5 x 14		\$2.60	\$5.15
11 x 17	B	\$5.15	\$10.30
13 x 19		\$5.15	\$10.30
17 x 24	C	\$10.30	\$15.45
24 x 36	D	\$15.45	\$25.75
34 x 44	E	\$25.75	\$36.05

Based on map type, ink shading, and printing time.

Based on color-copy fees at local company for small densely-shaded maps.

A map with over 25% of page shaded with solid ink is considered densely shaded.

Paper costs are included.

Extra printing can take staff and printers away from printing in-house assignments.

Custom request: Considered case by case with additional costs. Cost agreement may be in writing. Fulfilled only if costs are agreed upon, time is permitting, and media is practical.

Includes but is not limited to:

Any creation of new data.
Any modification to existing data and maps.
Any non-standard media (other than inkjet paper and CD's).
Any non-standard format such as AutoCAD .dxf

Custom fees: \$22.65 / hr staff rate (calculated in 15-min increments, no charge for first 15 min),
plus media. \$3.10 / 650mb CD media, \$13.40 DVD media.

341920 ENGINEERING FEES

The Land Development Code provides that City Council will establish and collect certain fees for engineering services.

STORMWATER REVIEW FEES:

TYPE OF APPLICATION:	INITIAL FEE:
SINGLE FAMILY/DUPLEX	\$85.00
DEVELOPMENT OF REGIONAL IMPACT	\$460.00
REGIONAL ACTIVITY CENTER	\$460.00
DEVELOPERS AGREEMENT	\$460.00
MAJOR TIER 2 DEVELOPMENT	\$200.00
MINOR TIER 2 DEVELOPMENT	\$200.00
MAJOR TIER 1 DEVELOPMENT	\$200.00
MINOR TIER 1 DEVELOPMENT	\$200.00
SIMPLE DEVIATION	\$115.00
PLANNED UNIT DEVELOPMENT	\$240.00
LANDSCAPE PLAN	\$115.00
OUTDOOR LIGHTING (PARKING LOT) LIGHTING PLAN	\$115.00

**Review
Fees are the same
as the fees listed
above based on
time.**

Responsible Dept.: Community Development
Code Reference: Resolutions 02-06, 02-23, 04-13, 04-15

341930 ELECTION QUALIFYING FEES

Elections for candidates running for office in accordance with the City's charter, Section 5.03 Qualifications. "Candidates for the offices of city council member and mayor shall qualify for such office by the filing of a written notice of candidacy with the designated city official, by the payment of any applicable qualifying fee at such time and in such manner as may be prescribed by ordinance." For the March 2004 election is was \$25 per candidate.

Code Reference: City Charter Section 5.03
Responsible Dept.: Finance/City Clerk's Office

341940 MARINE APPLICATION FEES

The collection of \$40.00 for residential and \$80.00 for commercial for an application fee for review by the Harbor Board and Staff. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: 11.05 Code of Ordinance
Responsible Dept.: Community Development/Harbor Management

FLAT FEE, RESIDENTIAL	\$40.00
FLAT FEE, COMMERCIAL	\$80.00
VARIABLE FEE, (NPEB)	25% OF THE COST OF CONSTRUCTION FOR ALL WORK PERFORMED IN THE DESTIN HARBOR

TRANSPORTATION

Transportation Planning is responsible for all professional activities necessary for the planning and coordination of improvements to the City's major road network, public transportation, airports, bicycle and pedestrian facilities.

344901 TRAFFIC SIGNAL/HWY LIGHT MAINTENANCE

Monies received from DOT for an agreement for partially reimburse to the City for any maintenance our contractors perform to ensure these devices operate properly.

Responsible Dept.: Public Services

CULTURE/RECREATION

Fees to utilize specific recreational facilities to continue the operations and improvements of the park area. Fees are established for reservations and permits of recreational and park facilities to provide a user fee for programs wherever applicable within the City and to establish procedures for the collection of such fees.

347100 LIBRARY SERVICE FEES

Fees collected for library membership and late audio, book, and videos.

Responsible Dept.: Library

FINES

BOOKS AND AUDIO BOOKS	\$.15 PER DAY (\$5.10 MAXIMUM)
VIDEOTAPES	\$1.00 PER DAY (\$5.00 MAXIMUM)

MEMBERSHIP FEES (RESOLUTION 01-27)

OKALOOSA CO. RESIDENTS	NO CHARGE
NON-RESIDENTS	\$36.00 PER FAMILY PER YEAR
TEMPORARY/SEASONAL	\$26.00 PER FAMILY PER YEAR

REPLACEMENT CARDS \$1.00

347110 LIBRARY MISC. FEES

Fees collected for lost or damaged audio, books, or videos.

Responsible Dept.: Library

LOST OR DAMAGED ITEMS

LOST ITEMS	REPLACEMENT COST
SANDY BOOKS	\$3.00 RE-WRAP CHARGE

347200 PARK SERVICE FEES

Fees collected for any type of program open to the public that is not athletic.

Code Reference: Florida Statutes 166.201

Responsible Dept.: Recreation

SPECIAL EVENT PERMITS (ALL PARKS)

Ordinance 15-40 § (c-h) requires all groups of 20 or more wishing to hold events in City parks to obtain a permit from the City in advance of the event.

Groups Less than 20:	No Fee Required
Groups 20-49:	\$ 50.00 Fee per day
Groups 50-99:	\$ 100.00 Fee per day
Groups 100-499:	\$250.00 Fee per day
Groups 500+:	\$500.00 Fee per day

DEWEY “BUCK” DESTIN PARK

NON-PROFIT GROUPS AND RESIDENT FAMILY GATHERINGS (PER FOUR HOUR INCREMENT)

BUILDING USE, GROUPS 1-25	\$20.00/ Hour + \$26.00 CLEANING FEE
BUILDING USE, GROUPS 26-50	\$30.00/ Hour + \$26.00 CLEANING FEE
INSTRUCTIONAL CLASSES	\$2.00 - \$40.00 PER PARTICIPANT PER COURSE Up to 12 WEEKS

PRIVATE GROUPS OR ORGANIZATIONS OR NON-RESIDENT GATHERINGS (PER FOUR HOUR INCREMENT)

BUILDING USE, GROUPS 1—25	\$30.00/Hour + \$26.00 CLEANING FEE
BUILDING USE, GROUPS 26-50	\$55.00/Hour + \$26.00 CLEANING FEE
INSTRUCTIONAL CLASSES	\$4.00 - \$80.00 PER PARTICIPANT PER COURSE

CLEMENT TAYLOR

PAVILION RENTAL

LIMITED TO GROUPS OF 100 OR LESS

ALCOHOLIC BEVERAGE PERMIT	\$30.00/Day + CLEANING FEE OF \$30.00
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NON PROFIT GROUPS AND RESIDENT FAMILY GATHERINGS (PER FOUR HOUR INCREMENT)

GROUPS 1-25	\$20.00 + \$26.00 CLEANING FEE per 4 hours
GROUPS 26-100	\$30.00 + \$26.00 CLEANING FEE per 4 hours

PRIVATE GROUPS OR ORGANIZATIONS OR NON-RESIDENT GATHERINGS (PER FOUR HOUR INCREMENT)

GROUPS 1-25	\$30.00 + \$26.00 CLEANING FEE per 4 hours
GROUPS 26-100	\$60.00 + \$26.00 CLEANING FEE per 4 hours

347210 FOOTBALL REVENUE

Fees collected for football activities. See Rate Table below

Code Reference: Florida Statutes 166.201
Responsible Dept.: Recreation

347220 SPORTS COMPLEX SOCCER REVENUE

Fees collected for soccer activities. See Rate Table below

Code Reference: Florida Statutes 166.201
Responsible Dept.: Recreation

347230 CHEERLEADING REVENUE

Fees collected for cheerleading activities. See Rate Table below

Code Reference: Florida Statutes 166.201
Responsible Dept.: Recreation

347240 SPORTS COMPLEX SOFTBALL REVENUE

Fees collected for softball activities. See Rate Table below

Code Reference: Florida Statutes 166.201
Responsible Dept.: Recreation

RATE TABLE – Apply to all Categories

GROUP ACTIVITIES & SPECIAL EVENTS OUTSIDE THE ATHLETIC FIELDS

SINGLE-DAY EVENT NO CONCESSIONS	\$52.00 - \$515.00
SINGLE-DAY EVENT W/ CONCESSIONS	\$52.00 - \$515.00
ALCOHOLIC BEVERAGES PERMIT	\$30.00 PER VENDOR/PER DAY

VENDOR FEE (For tournament and Special Event vendors)	\$30.00 PER VENDOR/PER DAY / NO HOOKUPS
SPECIAL EVENT APPLICATION FEE	\$25.00 NON-REFUNDABLE
GATE/ADMISSION FEE	15% OF GROSS PAID TO THE CITY

LEAGUE ACTIVITIES/ INSTRUCTIONAL CLASSES (RESIDENTS)

CITY-ADULT ACTIVITIES	\$16.00 – \$100.00
CITY-YOUTH ACTIVITIES	\$16.00 - \$100.00
ADULT INSTRUCTIONAL CLASSES	\$6.00 - \$35.00 PER PARTICIPANT (MAX 10HRS)
YOUTH INSTRUCTIONAL CLASSES	\$6.00 - \$20.00 PER PARTICIPANT (MAX 10HRS)
SENIOR PROGRAMS	\$2.00 - \$100.00

LEAGUE ACTIVITIES/INSTRUCTIONAL CLASSES (NON-RESIDENTS)

CITY-ADULT ACTIVITIES	\$31.00 - \$200.00
CITY-YOUTH ACTIVITIES	\$20.00 - \$155.00
ADULT INSTRUCTIONAL CLASSES	\$11.00 - \$70.00 PER PARTICIPANT (MAX 10HRS)
YOUTH INSTRUCTIONAL CLASSES	\$6.00 - \$35.00 PER PARTICIPANT (MAX 10HRS)
DAILY USER FEE	\$6.00 - \$40.00

EXPERT INSTRUCTORS (Services the City cannot offer)

RECREATIONAL/INSTRUCTIONAL CLASSES – CONTRACTUAL LEADERSHIP

FEES RECEIVED FROM INDIVIDUALS PARTICIPATING IN CITY SPONSORED PROGRAMS, ACTIVITIES or CLASSES THAT ARE FACILITATED BY NON-CITY EMPLOYEES WITH EXPERTISE IN THAT PARTICULAR AREA. (EG. AEROBICS, FLY-FISHING, DANCE...) PERCENTAGE BASED ON SKILL LEVEL OF THE INSTRUCTOR, ASSISTANCE REQUIRED FROM CITY STAFF AND FACILITY/EQUIPMENT/SUPPLIES MAY BE FURNISHED BY THE CITY. THIS STRUCTURING WILL ALLOW THE DEPARTMENT TO EXPAND PROFESSIONALLY LEAD PROGRAMMING FOR YOUTH, TEENS, ADULTS AND SENIORS WHILE GENERATING ADDITIONAL REVENUES FOR THE CITY. THE INCREASE IN REVENUES WILL BE DEPENDENT ON THE NUMBER OF PROGRAMS OFFERED AND THE PERCENTAGE AGREED UPON. THIS IS A WIDELY USED MODEL IN PARKS & RECREATION AGENCIES NATIONWIDE THAT TAPS INTO COMMUNITY RESOURCES THAT COULD OTHERWISE NOT BE AFFORDABLE TO THE AGENCY.

OPTIONS	PERCENTAGE OF FEES RETAINED BY THE CITY	PERCENTAGE OF FEES RETAINED BY THE FACILITATOR.
SPLIT 1	60%	40%
SPLIT 2	50%	50%
SPLIT 3	40%	60%

Split 1 – City provides Material

Split 2 – Instructor Only

Split 3 – Instructor provides Material

347260 JOE’S BAYOU RECREATION FEES

Fees collected for boating activities.

Code Reference: Florida Statutes 166.201

Responsible Dept.: Recreation

RESIDENTIAL DAILY LAUNCH/RECOVERY FEE \$20.00 PER TRAILER

COMMERCIAL DAILY LAUNCH/RECOVERY FEE \$20.00 PER TRAILER

ANNUAL LAUNCH/RECOVERY FEE PER TRAILER

RESIDENT/NON-COMMERCIAL	\$0.00 PER HOUSEHOLD (1 Pass) \$0.00 PER SENIOR HOUSEHOLD 65+ (1 Pass) \$50.00 Per Additional Pass
NON-RESIDENT/NON-COMMERCIAL	\$205.00 PER HOUSEHOLD per year
DESTIN BASED COMMERCIAL LAUNCH	\$1,030.00 per year
COMMERCIAL LAUNCH, NON-DESTIN	\$2,060.00 per year

Pump Out Fee: Destin resident, no charge, non-resident \$5.00 per usage.

347265 HENDERSON BEACH STATE PARK FEES

Fees for the use of Henderson Beach State Park

Code Reference: Florida Statutes 166.201

Responsible Dept.: Recreation

DAILY ENTRANCE RECOVERY FEE**DAILY ENTRANCE RECOVERY FEE**

DAILY ENTRANCE PASS	\$30.00 PER HOUSEHOLD (1 per household) \$25.00 PER SENIOR HOUSEHOLD 65+ (1 per household)
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347520 COMMUNITY CENTER RENT

The City shall levy fees for the rental of the Community Center facilities for activities including, but not limited to arts and crafts, league/team activities, adult sports, theatre productions, concerts, and specialty activities (card games, board games, etc) for both commercial and noncommercial use. The amount of the rental fee will be assessed as per facility required and/or participation.

Code Reference: City Resolution 01-05

Responsible Dept.: Recreation Department/Community Center

ADMINISTRATIVE CHARGES / NON-RESIDENTS

PERSONNEL COST FOR HOURS OTHER THAN NORMAL HOURS OF OPERATION OR HOLIDAYS	\$20.00 PER HOUR PER EMPLOYEE
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COMMERCIAL USE

ENTIRE FACILITY	\$150.00 PER HOUR min 4 hrs.
MEETING ROOM	\$30.00 PER HOUR \$20.00 PER HOUR EACH ADDITIONAL ROOM
KITCHEN	\$50.00 WITH GYM OR ROOM RENTAL ONLY, 4 HOURS
GYMNASIUM	\$60.00 + 15% GATE CHARGE
PARKING LOT	\$240.00 PER 4 hrs. (CLOSING THE CENTER) 4 hr min.

NON-COMMERCIAL USE / RESIDENT

ENTIRE FACILITY	\$80.00 PER HOUR min 4 hrs.
MEETING ROOM	\$20.00 PER HOUR \$15.00 PER HOUR EACH ADDITIONAL ROOM
KITCHEN	\$30.00 WITH GYM OR ROOM RENTAL ONLY, 4 HOURS
GYMNASIUM	\$30.00 + 15% GATE CHARGE 4HR MIN.
PARKING LOT	\$120.00 PER 4 hrs. (CLOSING THE CENTER) 4 hr. min.

NON PROFIT PLAY OR INSTRUCTIONAL CLASSES

PER MEETING ROOM	\$15.00 PER HOUR
GYMNASIUM	\$25.00 PER HOUR

PENALTIES

15% ADMINISTRATION FEE + COST OF RENTAL FEE

347530 COMMUNITY CENTER MEMBERSHIP/MISCELLANEOUS

Monies received in other than a program fee or rental, such as tablecloths, membership, coffee, t-shirts etc.

Responsible Dept.: Recreation/Community Center

347540 COMMUNITY CENTER PROGRAMS

Monies received for camps, programs that are sponsored by the Community Center.

LEAGUE ACTIVITIES/INSTRUCTIONAL CLASSES (RESIDENTS)

CITY-ADULT ACTIVITIES	\$10.00-\$105.00
CITY-YOUTH ACTIVITIES	\$10.00-\$105.00
ADULT INSTRUCTIONAL CLASSES	\$3.00 - \$52.00 PER PARTICIPANT (MAX 10HRS)
YOUTH INSTRUCTIONAL CLASSES	\$3.00 - \$52.00 PER PARTICIPANT (MAX 10HRS)
SENIOR PROGRAMS	\$2.00 - \$105.00

LEAGUE ACTIVITIES/INSTRUCTIONAL CLASSES (NON-RESIDENTS)

CITY-ADULT ACTIVITIES	\$30.00 - \$412.00
CITY-YOUTH ACTIVITIES	\$22.00 - \$375.00
ADULT INSTRUCTIONAL CLASSES	\$6.00 - \$300.00 PER PARTICIPANT (MAX 10HRS)
YOUTH INSTRUCTIONAL CLASSES	\$6.00 - \$225.00 PER PARTICIPANT (MAX 10HRS)
DAILY USER FEE	\$2.00 - \$40.00
SENIOR PROGRAMS	\$3.00 - \$160.00

LEAGUE/ACTIVITY SPONSORSHIP	\$30.00 - \$500.00
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RECREATIONAL/INSTRUCTIONAL CLASSES – CONTRACTUAL LEADERSHIP

FEES RECEIVED FROM INDIVIDUALS PARTICIPATING IN CITY SPONSORED PROGRAMS, ACTIVITIES OR CLASSES THAT ARE FACILITATED BY NON-CITY EMPLOYEES WITH EXPERTISE IN THAT PARTICULAR AREA. (EG. AEROBICS, FLY-FISHING, DANCE...) PERCENTAGE BASED ON SKILL LEVEL OF THE INSTRUCTOR, ASSISTANCE REQUIRED FROM CITY STAFF AND FACILITY/EQUIPMENT/SUPPLIES MAY BE FURNISHED BY THE CITY. THIS STRUCTURING WILL ALLOW THE DEPARTMENT TO EXPAND PROFESSIONALLY LEAD PROGRAMMING FOR YOUTH, TEENS, ADULTS AND SENIORS WHILE GENERATING ADDITIONAL REVENUES FOR THE CITY. THE INCREASE IN REVENUES WILL BE DEPENDENT ON THE NUMBER OF PROGRAMS OFFERED AND THE PERCENTAGE AGREED UPON. THIS IS A WIDELY USED MODEL IN PARKS & RECREATION AGENCIES NATIONWIDE THAT TAPS INTO COMMUNITY RESOURCES THAT COULD OTHERWISE NOT BE AFFORDABLE TO THE AGENCY.

OPTIONS	PERCENTAGE OF FEES RETAINED BY THE CITY	PERCENTAGE OF FEES RETAINED BY THE FACILITATOR.
SPLIT 1	60%	40%
SPLIT 2	50%	50%
SPLIT 3	40%	60%

Split 1 – City provides Material

Split 2 – Instructor Only

Split 3 – Instructor provides Material

347550 SPORTS COMPLEX CHILDREN'S PARK

Monies collected for events held at the children's park.

Responsible Dept.: Recreation

PICNIC AREA

NON PROFIT GROUPS AND RESIDENT FAMILY GATHERINGS (PER FOUR HOUR INCREMENT)

GROUPS 1-25	\$15.00 + \$26.00 CLEANING FEE per 4 hours
GROUPS 26-100	\$30.00 + \$26.00 CLEANING FEE per 4 hours

PRIVATE GROUPS OR ORGANIZATIONS OR NON-RESIDENT GATHERINGS (PER FOUR HOUR INCREMENT)

GROUPS 1-25	\$30.00 + \$26.00 CLEANING FEE per 4 hours
GROUPS 26-100	\$55.00 + \$26.00 CLEANING FEE per 4 hours

PAVILION AREA

NON PROFIT GROUPS AND RESIDENT FAMILY GATHERINGS (PER FOUR HOUR INCREMENT)

GROUPS 1-25	\$30.00 + \$26.00 CLEANING FEE per 4 hours
GROUPS 26-100	\$55.00 + \$26.00 CLEANING FEE per 4 hours

COMMERCIAL, PRIVATE GROUPS OR ORGANIZATIONS OR NON-RESIDENT GATHERINGS (PER FOUR HOUR INCREMENT)

GROUPS 1-25	\$55.00 + \$26.00 CLEANING FEE per 4 hours
GROUPS 26-100	\$85.00 + \$26.00 CLEANING FEE per 4 hours

347551 SPORTS COMPLEX/DESTIN ELEMENTARY SCHOOL SPORTS FIELD FEES

Code Reference: Florida Statutes 166.201

Responsible Dept.: Recreation

ADMINISTRATIVE CHARGES

PERSONNEL COST FOR HOURS OTHER THAN NORMAL HOURS OF OPERATION	\$20.00 PER HOUR PER EMPLOYEE
HOLIDAY/HOLIDAY WEEKEND HOURS	\$30.00 PER HOUR PER EMPLOYEE
APPLICATION FEE	\$25.00 PER EVENT

FIELD RENTALS (NON-TOURNAMENT PLAY)

NON-PROFIT

FIELD RENTAL	\$20.00 PER FIELD PER HOUR W/O LIGHTS
FIELD RENTAL	\$35.00 PER FIELD PER HOUR WITH LIGHTS
LINING/SET UP	\$20.00 PER FIELD PER OCCURRENCE

COMMERCIAL

FIELD RENTAL	\$35.00 PER FIELD PER HOUR W/O LIGHTS
FIELD RENTAL	\$50.00 PER FIELD PER HOUR WITH LIGHTS
LINING/SET UP	\$20.00 PER FIELD / PER OCCURRENCE

FIELD RENTALS (TOURNAMENT FUNCTIONS)—UP TO 12 HOURS

NON-PROFIT

ONE FIELD	\$80.00 PER DAY WITHOUT LIGHTS \$60.00 EACH ADDITIONAL FIELD \$20.00 EACH ADDITIONAL HOUR
LIGHTS	\$15.00 PER HOUR PER FIELD
ADDITIONAL FIELD PREPARATION	\$20.00 PER FIELD / PER OCCURRENCE
GATE FEE	%15
CENTER UTILIZATION FEE	\$515.00 UP TO
VENDER PERMIT FEE	\$30.00 PER VENDOR PER DAY

COMMERCIAL

FIRST (ONE) FIELD EACH ADDITIONAL FIELD	\$150.00 PER DAY WITHOUT LIGHTS \$90.00 EACH ADDITIONAL FIELD \$30.00 EACH ADDITIONAL HOUR
LIGHTS	\$25.00 PER HOUR PER FIELD

ADDITIONAL FIELD PREPARATION	\$20.00 PER FIELD
GATE FEE	15%
CENTER UTILIZATION FEE	\$1,545.00 UP TO
SPORTS EQUIPMENT USAGE FEE (EG, TEMPORARY MOUNDS/FENCE)	Up to \$25.00 per item/per day
VENDER PERMIT FEE	\$30.00 PER VENDER PER DAY

347560 SPORTS COMPLEX CONCESSIONS

Monies collected from the sale of refreshments at athletic events, tournaments, and special events.

Responsible Dept.: Recreation

347570 SC TOURNAMENTS/SPONSORSHIPS

Monies collected for tournaments held on City facilities.

Responsible Dept.: Recreation

347590 SPECIAL EVENTS FEES

The Recreation Department collects user fees for various activities such as New Year's Eve and 4th of July fireworks

Responsible Dept.: Recreation

JUDGMENTS AND FINES

Monies derived from fines and penalties imposed for the commission of statutory offenses, violation of lawful administrative rules and regulations, and for the neglect of official duty.

351000 TRAFFIC FINES

A police officer may issue a ticket for any moving violation as set forth in the provision of the Code of Ordinances.

Code Reference: Florida Statutes 34.191; 142.03; 316.660; 318.21

Responsible Dept.: Community Development

PARKS AND RECREATION FINES

353000 PARKS AND RECREATION FINES

A sworn officer may issue citations for violations as set forth in the provisions of the code of ordinances.

Responsible Dept.: Parks and Recreation

LIBRARY FINES

352000 LIBRARY FINES

Charges for overdue or lost materials

Responsible Dept.: Library

VIOLATIONS OF LOCAL ORDINANCES

354100 CODE VIOLATION FINES

These are fines assessed by the Code Board for non-compliance of violations. In the case of a first violation, the code enforcement board may order the violator to pay a fine not to exceed two hundred

fifty dollars (\$250.00) for each day the violation continues past the date set by the board's order for compliance.

In cases where the code enforcement board has found that a repeat violation has been committed, the board may order the violator to pay a fine not to exceed five hundred dollars (\$500.00) for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code inspector.

Code Reference: Chapter 14 of the Code Ordinances, Section 14-81.
Responsible Dept.: Community Development/Code Enforcement

354100 Special Magistrate

The Code of Ordinances provides that City Council will establish and collect fees for the prosecution of cases heard before the Special Magistrate.

Administrative Fee: \$250

Code Reference: Code of Ordinance Section 14-81
Responsible Department: Community Development

354300 Parking Fines: \$30.00

Payments collected from parking fines related to parking issues throughout the City limits.

Responsible Dept.: Code Enforcement

OTHER FINES AND/OR FORFEITS

359100 MISCELLANEOUS FORFEITURES

Monies derive from confiscating deposits held as performance guarantees.

Responsible Dept.: Community Development and Finance Department

INTERESTS AND OTHER EARNINGS:

All interest earned on investments, contracts and notes.

361100 INTEREST EARNINGS

Interest made on investments throughout the year.

Code Reference: F.S. Section 658.49; 658.491; 330.37; 687.12
Responsible Dept.: Finance

361101 INTEREST EARNINGS – 99 BOND SERIES

Interest made on investments throughout the year.

Code Reference: F.S. Section 215.84; 215.845
Responsible Dept.: Finance

361102 INTEREST EARNINGS/ 99 BOND RESERVE

Interest made on investments throughout the year.

Code Reference: F.S. Section 215.84; 215.845
Responsible Dept.: Finance

RENTS AND ROYALTIES:

Rents and percentages of proceeds for use of public property or other assets. Exclude rents incident to a specific governmental service recorded in the 340.00 series of accounts.

DISPOSITION OF FIXED ASSETS:

In governmental funds, the proceeds of the sale of fixed assets would be recorded in this account. In proprietary funds, the gain or loss from the sale or disposal of fixed assets would be recorded.

364200 CEMETERY LOT SALES

The City Code provides for City ownership and operation of cemeteries. The City has separate fees for both residents and non-residents.

Code Reference: Resolution 01-23, 11/05/01
Responsible Dept.: City Clerk

	RESIDENTS	NON-RESIDENT
BURIAL LOT, EACH	\$1,030	\$1,545
UPRIGHT HEADSTONE PHASE II	\$1,236	\$2,060
DISINTERMENT FEE	\$257.50	
MAUSOLEUM NICHE	\$618.00	\$875.50
SEA MEMORIAL ENGRAVING	\$200.85 per visit	
WEEKEND/HOLIDAY GRAVE MARKING	\$77.25	

CONTRIBUTIONS AND DONATIONS FROM PRIVATE SOURCES:

This account would be used by governmental funds only. Gifts, pledges, grants, or bequest from private sources. Proprietary funds would use the grants and donation account series under non-operating sources.

366110 LIBRARY MEMORIAL DONATIONS

Monetary gifts in memory of deceased loved ones and are generally used to purchase books in an area of interest to the aforementioned.

Responsible Dept.: Library

366120 “ROOTS RUN DEEP” BOOK REVENUE

Proceeds from the sale of Vivian Mettee’s Book “Roots Run Deep.”

Responsible Dept.: Library

366140 OTHER DONATIONS/CONTRIBUTIONS

Revenue received from individuals as contributions for the Fourth of July fireworks, other donations not specified.

Responsible Dept.: Finance

366150 CHILDREN’S PARK DONATIONS

Funds received for the children’s park.

Responsible Dept.: Recreation

366160 CHRISTMAS PARADE DONATIONS

Funds received for the Christmas parade.

Responsible Dept.: Recreation

OTHER MISCELLANEOUS REVENUES

369000 OTHER MISCELLANEOUS REVENUE

Revenue received for miscellaneous copies, public records requests, East Pass photos, etc. A lot of revenue recorded to this account this year has been for the sale of GIS maps

Responsible Dept.: Finance

PUBLIC RECORDS DUPLICATION

Note: The city of Destin will expect/exclude all governmental agencies from photocopying and/or duplicating charges. This policy applies to federal, state, county, or municipal governments, their agencies and divisions. All other exceptions are at the discretion of the city manager.

COPIES, CERTIFIED COPY	\$1.05 PER PAGE + PHOTOCOPY CHARGE
COPIES, COMPUTER DISC	\$6.20 PER DISC
FAXED (LOCAL)	\$0.10 PER PAGE
FAXED (LONG DISTANCE)	\$0.30 FLAT RATE + PHOTOCOPY CHARGE
PHOTOCOPIES, AERIAL (LARGE-36"x60")	\$10.30 PER PAGE
PHOTOCOPIES, AERIAL (SMALL- 24"x 36")	\$5.15 PER PAGE
SITE PLAN Copies (36" x 24")	\$2.05 PER PAGE
PHOTOCOPIES, DUPEXED	\$0.20 PER PAGE
PHOTOCOPIES, ONE-SIDED	\$0.15 PER PAGE
SPECIAL SERVICE CHARGE	\$21.65 PER HOUR OR \$3.60 PER TEN MINUTE INCREMENT

**FAXED COPIES LIMITED TO 25 PAGES OR LESS AND 8.5"x14"

369001 LIBRARY COPIER FEES/MISCELLANEOUS

Monies received from library patrons using the copier.

Responsible Dept.: Library

369300 HOLIDAY PARADE CANDY DONATIONS

Monies received for donation for the holiday parade candy.

Responsible Dept.: Recreation

369400 RISK MANAGEMENT REIMBURSEMENT

Reimbursement from insurers for property, injury or vehicle damage as a result of disasters (natural or otherwise) or accidents.

Responsible Dept.: Human Resources/Risk Management

INTERFUND TRANSFER:

Transfers between individual funds of a reporting entity, which are not repayable and are not considered charges for goods or services provided by other funds. Includes balances of discontinued funds, but does not include general government contributions of capital to a proprietary fund or payments made by an enterprise to a general government fund in support of its operation

381000 INTER-FUND TRANSFERS

Transfer made between funds.

Responsible Dept.: Finance Department

381302 CRA INTER-FUND TRANSFERS

Transfer made between funds.

Responsible Dept.: Finance Department

[Adopted February 04, 2019](#)

[Resolution 19-01](#)

RESOLUTION 19-01

**A RESOLUTION OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR
AUTHORITY; AMENDING THE SCHEDULE OF FEES FOR FISCAL
YEAR 2019; PROVIDING FOR REPEALER AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, City Charter, Section 3.13, stipulates that the City Council shall by ordinance adopt a budget on or before September 30th of each year; and

WHEREAS, the Government Finance Officers Association (GFOA) and National Advisory Council on State and Local Budgeting (NACSLB) provide established guidelines and standards for *Best Practices in Public Budgeting* and promote the adoption of an Account Guide establishing Schedule of Fees; and

WHEREAS, City Council has determined through previous adoptions that the City can benefit by establishing a comprehensive revenue and fee schedule;

NOW, THEREFORE, BE IT RESOLVED by the City council of the City of Destin, Florida:

Section 1. Authority. Authority for enactment of this Resolution is Section 166.021, Florida Statutes, and Section 1.01 of the Destin City Charter.

Section 2. Account Guide – Revenues. The City of Destin hereby amends and establishes the Schedule of Fees set forth in Attachment A and adopted by City Council.

Section 3. Repealer Clause. All sections or parts of sections of any City of Destin’s Ordinance or parts of Ordinances, and any City of Destin’s Resolutions or parts of Resolutions, and any City of Destin’s Policy or parts of Policy, which are in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This Resolution shall take effect on February 04, 2019 upon approval by the City Council and signature by the Mayor.

ADOPTED THIS 04th DAY OF FEBRUARY 2019.

By: _____

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Lance Johnson, City Manager

DATE: January 29, 2019

SUBJECT: Discussion on draft ordinance for privately-owned pay-to-park facilities.

I. BACKGROUND: Based on concerns expressed by members of the City Council at the regular City Council meeting held on January 21, 2019, staff has prepared the attached draft ordinance for discussion purposes only.

This ordinance is not before the City Council on first reading. If the City Council directs staff to proceed with this ordinance in its current or a modified form, it will require review by the City's LPA, as well as two public hearings before the City Council.

II. DISCUSSION: The draft ordinance included with this agenda package (for discussion purposes only) is proposed to be applicable to all pay-to-park facilities within the City, whether such facilities are publicly- or privately-owned.

The draft ordinance requires that pay-to-park facilities have patrons pay for parking upon exiting the facility, or at any location within the facility, but prohibits payments from being made at the entrance.

Additionally, the draft ordinance prohibits a pay-to-park facility from obstructing the entrance lane(s) of the facility with pooling traffic that may spill out onto roadways located within the City, creating safety concerns and congestion.

The ordinance contains civil and criminal penalties for noncompliance to the extent authorized by Florida law.

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

III. CONCLUSION: Staff is seeking direction from the City Council as to whether to proceed to finalize a draft of this ordinance for consideration by the LPA, and ultimately, by the City Council.

The Council may direct staff to take no further action, to modify the ordinance, or to proceed with the ordinance as currently written.

IV. RECOMMENDED MOTION:

Attachments:

1. Feb 4 Discussion Draft Ordinance v2

ORDINANCE 2019-__

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA PROHIBITING PAY-TO-PARK FACILITIES FROM COLLECTING FEES AT ENTRANCE TO FACILITY; PROHIBITING BACKUP OF VEHICLES ONTO CITY, STATE AND FEDERAL HIGHWAYS, ROADS AND STREETS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CREATION OF LAND DEVELOPMENT CODE SECTION 8.10.00; PROVIDING FOR CIVIL AND CRIMINAL PENALTIES; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes, and Section 162.22, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council desires that all pay-to-park parking facilities within the City provide a safe and convenient area for payment of parking fees;

WHEREAS, the City Council further desires to alleviate or prevent the back-up of vehicles at the entrance to pay-to-park facilities which may cause spillover and congestion of traffic on the roads, streets and highways;

WHEREAS, the City Council desires to promote general traffic and pedestrian safety by minimizing potential accidents and conflicts between moving vehicles and pedestrians, and between vehicles on line to pay fees to pay-to-park facilities; and

WHEREAS, the City Council has deemed it necessary to amend the existing Land Development Code to clearly and unequivocally prohibit the collection of parking fees at entrances to pay-to-park facilities; and

WHEREAS, the City Council desires to balance the comfort and convenience of residents, tourists and business-owners with the need to protect the health, safety and welfare of those on the roads, streets and highways; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

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

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Land Development Code that have been skipped and remain unchanged.

SECTION 3. CREATION OF LAND DEVELOPMENT CODE SECTION 8.10.00.

Section 8.10.00 of the Land Development Code is hereby created as follows:

Section 8.10.00. Pay-to-park facilities.

A. **Purpose and Intent.** The City seeks to clearly and unequivocally prohibit the collection of parking fees at entrances to pay-to-park facilities in order to promote general traffic and pedestrian safety by minimizing potential accidents and conflicts between moving vehicles and pedestrians, and between vehicles in line to pay fees to parking facilities. Further, the intent of this section is to alleviate or prevent the back-up of vehicles at the entrance to pay-to-park facilities, and to further prevent spillover and congestion of traffic onto the roads, streets and highways. The City's purpose is to balance the comfort and convenience of residents, tourists and business-owners with the need to protect the health, safety and welfare of those on the roads, streets and highways.

B. **Application.** This section applies to all parking facilities, including but not limited to all parking structures and parking lots.

C. **Payment not authorized upon entrance to parking facilities.** Pay-to park facilities may require patrons to pay for parking upon exiting the facility, or at any location within the parking facility, except that acceptance of payments shall not be permitted at the entrance to the facility. Any pay-to-park facility requiring or allowing payment upon entrance to the facility is subject to the civil and criminal penalties set forth herein.

D. **Backup and spillover of vehicles.** The entrance lane(s) of a pay-to-park facility may not be obstructed such that congestion of vehicles spills over onto any city, state or federal highway, road or street. A pay-to-park facility that causes or allows vehicles to back-up and spillover on to any city, state or federal highway, road or street is subject to the civil and criminal penalties set forth herein.

E. Enforcement.

1. **Code Compliance.** The code compliance department may enforce the terms of this section 8.10.00 by bringing a case to the Special Magistrate or Code Enforcement Board, whichever is applicable, as provided in Chapter 14, Offenses and Miscellaneous Provisions, Article III, Code Enforcement Board or Special Magistrate, of the Code Ordinances of the City of Destin and Chapter 162, Part 1, Florida Statutes.
2. **Civil Citation:** The code compliance department, or other duly authorized officer or authority, may enforce the terms of this section 8.10.00 through issuance of civil citation as provided in Chapter 14, Offenses and Miscellaneous Provisions, Article III, Code Enforcement Citation Program and Procedures, of the Code Ordinances of the City of Destin and Chapter 162, Part 2, Florida Statutes.
3. **Criminal Penalties:** A violation of this section 8.10.00 shall be punishable as a misdemeanor by a fine of up to five hundred (\$500.00) dollars per violation and a definite term of imprisonment of not more than sixty (60) days as provided in F.S. § 162.22.
4. **Nothing contained herein shall prevent the city from taking such other lawful action in law and equity as may be necessary to remedy any violation of, or refusal to comply with this section 8.10.00, including but not limited to: (a). Pursuit of injunctive and/or declaratory relief in a court of law; and (b). Utilizing any other action or enforcement method allowable by law.**

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

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED this ____ day of _____, 2019.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, Land Use Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Actions resulting from City-owned Paid Parking Workshop

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Lance Johnson, City Manager

DATE: January 29, 2018

SUBJECT: Second reading of Ordinance 18-23-LC - Amend Section 7.12.01(A)2 of the Land Development Code changing the designation of an 11.543 acre parcel of land located on U.S. Highway 98 from Commercial General (CG) to Town Center Mixed Use (TCMU).

I. BACKGROUND: This is an applicant-generated request for a zoning map amendment to revise the zoning of a parcel currently zoned Commercial General (CG) to the Future Land Use Map zoning of Town Center Mixed Use (TCMU). The subject area is an 11.543 acre parcel fronting on the north side of U.S. Highway 98 between Gulfview Plaza to the east and the Sunoco gas station on the west. It is bounded on the north side by the Gulf Power easement and property of Old Bay Village Owners Association. The parcel ID # is 00-2S-22-0000-0013-0190. The subject area of the requested amendment is shown on the revised Official Zoning Map and on the Location Map (refer to Exhibits "A.2" and "A.3"). The rezoning of the parcel to TCMU is consistent with the Future Land Use Map, and is in compliance with Comprehensive Plan: 2020 Policy 1-3.6.4: Identification of Land Use and Zoning Inconsistencies. The rezoning is required in order for the applicant to obtain the applicant's proposed use for a mix of residential apartments and commercial uses. The City Council approved this ordinance on first reading. On second reading, the City Council continued the ordinance to the regularly scheduled meeting of February 4, 2019 at the applicant's request. The applicant has now requested that the ordinance be revised to cap multifamily residential density at 192 units.

II. DISCUSSION: The rezone requested is consistent with Objective 1-3.6 of Comprehensive Plan: 2020 which purpose is to "prevent inconsistent land use" by ensuring that land uses, structures, and rezoning are consistent with the FLUM.

Any improvements to this property will be required to undergo the proper comprehensive development review process as administered by the City of Destin Community Development Department. The issues of concurrency and adequate public facilities will be assessed during the development review process in accordance with the goals, objectives, and policies of the City's Comprehensive Plan and Land Development Code. Additionally, development of the property will require that the applicant adheres to Policy 2-1.1.1: Pursue Additional Road Corridor Improvements as described in the Comprehensive Plan, by donating right-of-way and constructing a portion of the Mattie Kelly Blvd. Extension.

The Local Planning Agency (LPA) recommended approval of this item by 4-1 vote (Board Member Shelton dissenting) on Thursday, November 15th.

On November 19, 2018, the City Council considered this Ordinance on first reading, but continued the item to allow the applicant to provide additional information at a future meeting. The applicant then provided additional information for the City Council's consideration on January 7, 2019 (see Exhibits B, C & D).

On January 7, 2019, the Ordinance was approved on first reading by a 4-3 vote. The Ordinance went before the City Council on second reading on January 21, 2019, and was continued to February 4th at the request of the applicant. The Ordinance is now back before Council on 2nd reading. The applicant has requested that the City Council approve the Ordinance with a provision that caps multifamily residential density at 192 units. Two versions of the Ordinance are included with this packet, which are identical except that one version includes the language requested by the applicant.

A. Link to Strategic Goals / Objectives: 3. Improved Mobility and Connectivity

B. Effect on Budget (EOB): At some point, participation will be needed by the city for extending Mattie Kelly Blvd., additional right-of-way acquisition, and for traffic signal and intersection improvements.

C. Level of Service (LOS): Transportation levels of service will be enhanced with the prospects of better connectivity and improved access to roads and pathways.

III. CONCLUSION: Ordinance 18-23-LC amends the Official Zoning Map to change the zoning designation of the property on U.S. Highway 98, from "Commercial General" to "Town Center Mixed Use".

IV. RECOMMENDED MOTION: "I move that the City Council approve/deny Ordinance 18-23-LC on second reading, and include the language requested by

the applicant capping multifamily residential density at 192 units."

or

"I move that the City Council approve/deny Ordinance 18-23-LC on second reading, without the additional language requested by the applicant"

Attachments:

1. 11.15.18-Ord.18-23-LC - U.S. 98-Zoning.Map.Change.from.CG.to.TCM U-Exhibit.A-Staff.Version
2. Version 2 of Ordinance Feb 4
3. 11.15.18-Ord. 18-23-LC - U.S. 98-Zoning.Map.Change.from.CG.to.TCM U-Exhibit A.1
4. 11.15.18-Ord.18-23-LC - U.S. 98-Zoning.Map.Change.from.CG.to.TCM U-Exhibit A.2
5. 11.15.18-Ord. 18-23-LC - U.S. 98-Zoning.Map.Change.from.CG.to.TCM U-Exhibit A.3
6. 1_7_2019 Meeting Applicant Exhibit B
7. Exhibit C Applicant Location Map
8. Exhibit D Email to LUA 1_2_2019

EXHIBIT A

ORDINANCE NO. 18-23-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF AN 11.543 ACRE AREA OF LAND LOCATED ON U.S. HIGHWAY 98, DESTIN, FLORIDA FROM COMMERCIAL GENERAL (CG) TO TOWN CENTER MIXED USE (TCMU); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has deemed it necessary to amend the existing Land Development Code's Zoning Map in order to bring it into compliance with the adopted Comprehensive Plan: 2020 Future Land Use Map;

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens;

WHEREAS, after due public notice, a public hearing has been conducted by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council.

SECTION 3. JURISDICTION. The land subject to this Ordinance shall include the area described in the legal description (refer to Exhibit "A.1") and depicted on the property location map (refer to Exhibit "A.2").

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Destin, Florida, as referenced in the Land Development Code, section 7.12.01(A)2 zoning maps, is hereby amended to include a change of zoning map designation from Commercial General (CG) to Town Center Mixed Use (TCMU) for the specific area of land located ON U.S. Highway 98 which is depicted on the revised zoning map (refer to Exhibit "A.3,") attached hereto and made a part hereof by reference.

SECTION 5. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

EXHIBIT A

SECTION 6. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 7. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 8. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____ 2018.

BY: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has
been reviewed and approved by the City Land Use
Attorney.

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

ORDINANCE NO. 18-23-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF AN 11.543 ACRE AREA OF LAND LOCATED ON U.S. HIGHWAY 98, DESTIN, FLORIDA FROM COMMERCIAL GENERAL (CG) TO TOWN CENTER MIXED USE (TCMU); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has deemed it necessary to amend the existing Land Development Code's Zoning Map in order to bring it into compliance with the adopted Comprehensive Plan: 2020 Future Land Use Map;

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens;

WHEREAS, the applicant has requested that a cap of 192 multifamily residential units be incorporated into this ordinance; and

WHEREAS, after due public notice, a public hearing has been conducted by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council.

SECTION 3. JURISDICTION. The land subject to this Ordinance shall include the area described in the legal description (refer to Exhibit "A.1") and depicted on the property location map (refer to Exhibit "A.2").

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Destin, Florida, as referenced in the Land Development Code, section 7.12.01(A)2 zoning maps, is hereby amended to include a change of zoning map designation from Commercial General (CG) to Town Center Mixed Use (TCMU) for the specific area of land located ON U.S. Highway 98 which is depicted on the revised zoning map (refer to Exhibit "A.3,") attached hereto and made a part hereof by reference. At the applicant's request, the maximum number of multifamily residential units on the property shall not exceed one-hundred and ninety-two (192)

total multifamily residential units.

SECTION 5. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 6. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 7. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 8. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____ 2019.

BY: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney.

Rey Bailey, City Clerk

Kimberly Kopp, City Land Use Attorney

First Reading: _____

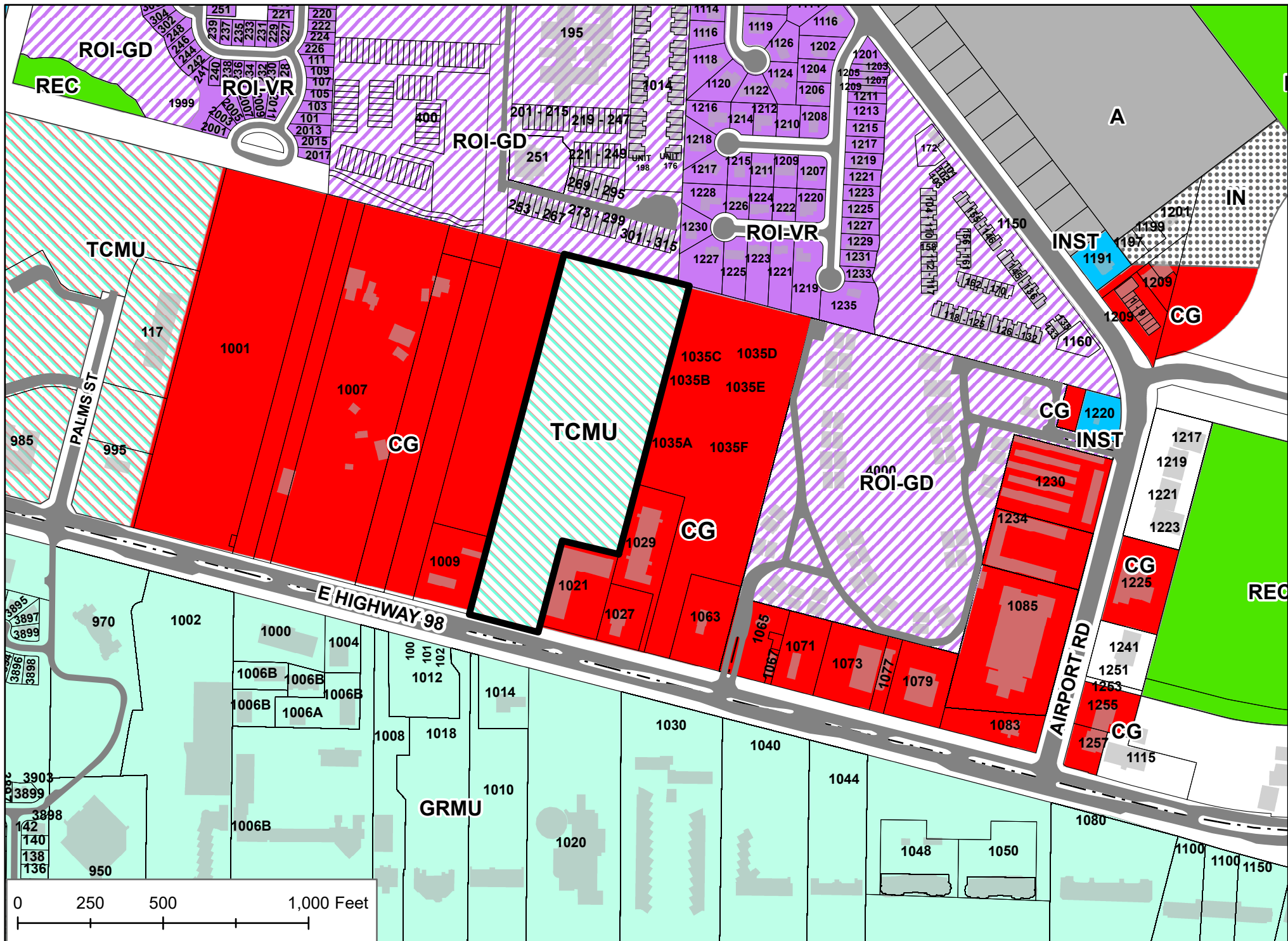
Second Reading: _____

EXHIBIT A.1

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE GO SOUTH 76°11'00" EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R.#30, 100' R/W), A DISTANCE OF 500.00 FEET; THENCE GO NORTH 13°49'00" EAST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE GO SOUTH 76°11'00" EAST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 110' R/W), A DISTANCE OF 132.77 FEET; THENCE GO NORTH 05°06'00" WEST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.85 FEET; THENCE GO SOUTH 76°11'00" EAST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 125.00' R/W), A DISTANCE OF 2508.27 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE GO NORTH 13°49'00" EAST, A DISTANCE OF 1278.98 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A 100 FOOT GULF POWER EASEMENT; THENCE GO SOUTH 76°11'53" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 405.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 76°11'53" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF POWER EASEMENT, A DISTANCE OF 444.55 FEET; THENCE GO SOUTH 13°49'00" WEST, A DISTANCE OF 954.20 FEET; TO A POINT WHICH IS 300.00 FEET FROM THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30; THENCE GO NORTH 76°11'0" WEST, A DISTANCE OF 200.00 FEET; THENCE GO SOUTH 13°49'00" WEST, A DISTANCE OF 325.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R. #30, 125' R/W); THENCE GO NORTH 76°11'00" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 244.55 FEET TO A POINT ON THE EAST PROPERTY LINE ON AN EXISTING CHEVRON GAS STATION; THENCE GO NORTH 13°49'00" EAST ALONG SAID EAST PROPERTY LINE, A DISTANCE OF 1277.49 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF AN EXISTING 100 FOOT GULF POWER EASEMENT; AND THE POINT OF BEGINNING OF DESCRIBED PARCEL.

2







DESTIN MIXED USE

SITE PLAN - 1021 HIGHWAY 98 - DESTIN, FL 32541



Google Maps 1021 Highway 98 - Destin, FL 32541



From: David Stoniecki <dstoniecki@fg-inc.net>
Sent: Wednesday, January 2, 2019 1:05 PM
To: Kimberly Kopp
Cc: Louis Zunguze; Chip Dillard - Core Property Capital
(hdillard@corepropertycapital.com)
Subject: Destin Rezoning Request - Ordinance 18-23-LC
Attachments: 038.164 Destin Mixed Use Concept_2018-11-30.pdf;
Location Map.pdf

Kim,

Good afternoon. The applicant is requesting the rezoning of Parcel 00-2S-22-0000-0013-0190 from its existing zoning of CG-Commercial General to the proposed zoning of TCMU - Town Center Mixed Use. This application was originally heard at Destin City Council meeting held on November 19th, 2018 where the City Council Tabled the application (7-0) to allow the applicant time to provide a Concept Site Plan and additional information. Ordinance 18-23-LC.

As stated in the original application, the rezoning from CG to TCMU is consistent with the City's Adopted Map 1-1 Future Land Use Map 2020. The property lies within the Town Center Community Redevelopment Area and it's Future Land Use is TCMU.

The rezoning of the property is necessary because the Adopted Future Land Use Map has defined this property as part of the Town Center CRA and intends for its FLU to be Town Center Mixed Use. Per the adopted Comp Plan, the Town Center CRA and the Town Center Mixed Use Area is intended to be a planned pedestrian-oriented mixed use center of commerce and City Center Living. This will include a grid street system that enhances access to and within the Town Center and sub-areas. Further, the Adopted Comp Plan states the CG zoning is not intended to be used for long-term residential uses and only allows for "Short-Term Multi-Family Residential". The current CG zoning does not comply with the Adopted Comp Plan/

The applicant intends to develop the property into a high-quality Multi-family apartment development with an opportunity to develop a portion of the property fronting Hwy 98 as restaurant/retail. This development will promote the City's Comp Plan of providing City Center Living. Further, the applicant is working with the City of Destin on the extension of Mattie M Kelly Blvd from Airport Rd to Hwy 98. This extension is also intended to connect to Palm St further west. The applicant

intendeds to coordinate with the City regarding the right of way necessary for the roadway extension and construct the portion of the roadway serving the development. These roadway improvements will support the City's Comp Plan by providing a grid street system to enhance access to the City center. The roadway improvements will also include sidewalks promoting the City's goals of Pedestrian-oriented facilities.

The rezoning of the property from CG to TCMU is consistent with the City of Destin's Comprehensive Plan and the City's Adopted Future Land Use.

At the City Council meeting on November 19th, several members of the City Council requested to see a site plan. The site plan was not originally included in the application, as the site layout had not been finalized. Attached is a copy of the Concept Site Plan the applicant intends to develop. This plan is subject to change based on final technical review by City of Destin, FDOT, and Destin Utilities.

If the Council has further concerns regarding the application, or the future planned development, the applicant is willing to consider placing additional conditions on the application. Possible conditions could include: Rezoning of the property contingent upon the applicant closing on the land, Restricting future uses of the property to eliminate the chance of "Negative" uses in the future.

If you have any further questions or comments, please reach out for further information or clarifications.

DAVID STONIECKI PE
Land Development Division Director

FORESITE GROUP, INC. www.fg-inc.net
3740 Davinci Ct, Suite 100 Peachtree Corners, GA 30092
o | 770.368.1399 ext. 341 f | 770.368.1944 c | 678.478.7062
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If you cannot access hyperlink, please e-mail sender.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Wen Livingston, Library Director

DATE: January 30, 2019

SUBJECT: Amendment to the Okaloosa County Public Library Cooperative Interlocal Agreement

I. BACKGROUND:

On January 23, 2019, the OCPLC Governing Board amended the Okaloosa County Public Library Cooperative Interlocal Agreement for 2019. The Destin City Council had previously approved the OCPLC Interlocal Agreement at the October 15, 2018, regular meeting.

II. DISCUSSION:

The Amendment to the Interlocal Agreement is necessary to update the financial contribution from Okaloosa County to the Cooperative. The County increased its contribution by \$2,157 to accommodate salary increases approved late in the budget cycle.

A. Link to Strategic Goals / Objectives:

Receiving County funding for the library supports the City's goal of providing its residents and visitors with an enhanced quality of life through the availability of reading and audio-visual materials as well as the convenience of public access computers, classes, and programs that support lifelong learning.

B. Effect on Budget (EOB): This Amendment will not affect the revenue from Okaloosa County which will remain at \$61,960.

C. Level of Service (LOS):

The County's contribution to the Destin Library greatly enhances levels of service to the community by increasing the purchasing power for materials and services that the library provides to patrons. Furthermore, Destin patrons have increased access to information from the five other OCPLC member libraries.

III. CONCLUSION: This amendment will reflect the accurate funding amount for the OCPLC Interlocal Agreement.

IV. RECOMMENDED MOTION: I move that the City Council authorize Mayor Gary Jarvis to sign the Amendment to the Okaloosa County Public Library Cooperative Interlocal Agreement.

Attachments:

1. Library Interlocal Amendment Destin
2. 2019 Execcuted Interlocal Agreement

AMENDMENT TO PUBLIC LIBRARY SERVICES INTERLOCAL AGREEMENT

This Amendment is made and entered into this _____ day of _____, 20____, by and between Okaloosa County and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, and Valparaiso, and amends C19-2757-LIB hereinafter the ("Agreement").

WITNESSETH

WHEREAS, on _____, 20____, Okaloosa County and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, and Valparaiso entered into C19-2757-LIB, which provides for a countywide agreement to provide public library services without charge in Okaloosa County; and

WHEREAS, the parties now desire to amend the Agreement to provide an updated and accurate accounting of funds provided by Okaloosa County for the operation of the Library Cooperative.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. Section 17 is hereby amended to read as follows (~~strike through~~ is deletion and the underlined language is new language):

APPROPRIATION AND ALLOCATION OF OKALOOSA COUNTY FUNDS: The County shall provide ~~\$704,691~~ \$706,848 for the period beginning October 1, 2018 and ending September 30, 2019. The amount to be provided by the County will be determined by the approved county budget with the basic agreement being revised by amendment accordingly. The Cooperative's Governing Board shall disburse funds received by the County's allocation as follows:

- a) ~~\$205,219~~ \$207,376 of the monies allocated by the County shall be used for administrative operations and cooperative-level purchasing for members.
2. All other provisions of the MOU shall remain in full force and effect through the duration of the renewal.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

COOPERATIVE GOVERNING BOARD

ATTEST: _____

Nathan D. Boyles, Chairman

Okaloosa County Public Library Cooperative

(Title): Vicky Stever, Coordinator, OCPLC

This ____ day of _____, 2019

CITY OF DESTIN

ATTEST: _____

Gary Jarvis, Mayor

(Title): _____ This ____ day of _____, 2019

Okaloosa County Public Library Cooperative Interlocal Agreement

This Agreement is entered into among Okaloosa County, hereinafter referred to as the "County," and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, and Valparaiso, hereinafter referred to as "Participating Municipalities," each a municipal corporation located in Okaloosa County, Florida.

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and,

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(f), authorizes the County to provide libraries and cultural facilities and programs; and,

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and,

WHEREAS, the County and the Participating Municipalities desire to cooperate in a countywide agreement to provide public library services without charge in Okaloosa County; and,

WHEREAS, the County is an eligible political subdivision under Chapter 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single administrative unit that can designate a governing body for countywide library service.

THEREFORE, the parties agree as follows:

1. **PURPOSE:** The County and Participating Municipalities agree to cooperate, pursuant to the terms of this Interlocal Agreement, in the operation of a countywide public library cooperative in Okaloosa County. In particular, it is the express purpose of the Agreement to provide for the coordination of library service throughout the legal service area of the COOPERATIVE; to provide for equal access to free (without charge) public library service in the Cooperative service area; and to formulate and implement consistent plans, programs, policies and procedures in the operation, maintenance and development of library service throughout the legal service areas of the participating entities.
2. **DEFINITIONS:**
 - a) "Cooperative" shall mean the Okaloosa County Public Library Cooperative.
 - b) "Cooperative Coordinator" shall mean the employee of the Okaloosa County Public

Library Governing Board who administers Cooperative headquarters and coordinates Cooperative activities and who meets the requirements and carries out the duties of the single administrative head as defined in 1B-2.011(3)(d), Florida Administrative Code.

- c) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
 - d) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL, that operates the Robert L. F. Sikes Public Library.
 - e) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL, that operates the Destin Library.
 - f) "Directors Council" shall mean a council whose membership will include the library director of each participating library and other appointments as outlined in the Library Cooperative Bylaws.
 - g) "Fiscal Year" shall mean budget year October 1-September 30.
 - h) "Fixed Assets" is defined by the county as all property with value of \$1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
 - i) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL, that operates the Fort Walton Beach City Library.
 - j) "Governing Board" shall mean the governing body of the Okaloosa County Public Library Cooperative as empowered pursuant to the Agreement.
 - k) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL, that operates the Mary Esther Public Library.
 - l) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL, that operates the Niceville Public Library.
 - m) "Participating Governing Body" shall mean the governing body of Okaloosa County, the governing bodies responsible for the decision and policy making activities of Participating Libraries and the governing bodies of Participating Municipalities without Libraries.
 - n) "Participating Library" shall mean any of the libraries or library services located within Okaloosa County that have entered into this Agreement.
 - o) "Service Area" shall mean all eligible residents of Okaloosa County
 - p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL, that operates the Valparaiso Community Library.
3. This Agreement shall constitute the entire agreement of parties hereto and of the Okaloosa County Public Library Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Governing Board, and executed on behalf of each Participating Governing Body and the Governing Board.
4. TERMS: The term of this Agreement shall commence and be effective on the date the last party signs the agreement or by January 1, 2019 whichever comes first, and shall end or be renewed December 31, 2019 unless terminated in accordance with the provisions of the

Agreement or unless extended by supplemental Agreement subject to renewal and revision. Recognizing the Agreement crosses two fiscal years (FY2019 and FY2020) but monetary allocation is distributed in FY2019, the allocation for FY2020 will be based upon future appropriation by Okaloosa County Board of County Commissioners.

5. WITHDRAWAL AND TERMINATION: Any Participating Governing Body may withdraw from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. Section 7 defines Dispensation of Property and Equipment. The termination and withdrawal shall be effective on the next succeeding December 31, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Governing Board and to each Participating Governing Body on or before August 1 prior to the December 31 effective date of termination.

6. ADDITION OF NEW MEMBERS:

a) **Libraries:** Any library within Okaloosa County may become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative that meets the following minimum standards.

(1) Be administered by a governing board responsible for the decision and policy making activities of the Participating Library.

(2) Be an established library with the physical facilities to securely house a library collection.

(3) Have an annual budget of at least \$40,000 as verified by the latest independent audit report and a continuous source of funding.

(4) Submit a letter of intent for formal membership to the Okaloosa County Public Library Cooperative Governing Board prior to May 1 of the current fiscal year and obtain approval by each Participating Governing Body and execution and delivery of a counterpart original of the Agreement (as then in force), prior to August 1 of the current fiscal year.

b) Upon satisfaction of these conditions, the proposed new Participating Library shall become a party to the Agreement and a member of the Okaloosa County Public Library Cooperative effective the next succeeding January 1, subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the Participating Libraries under the Agreement.

7. DISPENSATION OF PROPERTY AND EQUIPMENT: Upon withdrawal or termination of the Agreement by any Participating Library (whether early termination or otherwise), all real property and equipment classified as fixed assets, defined in this agreement, purchased with federal funds by the Cooperative belongs to the Okaloosa County Public Library Cooperative and reverts to the Florida Department of State, Division of Library and Information Services (State Library) if the Cooperative ceases to exist. That library will be given a copy of its Marc Records in its current format at the time of termination. If the terminating library requests its records to be expunged from the Cooperative database, it will be done at the terminating library's expense. Materials and equipment purchased with local or grant funds other than federal Library Services and Technology Act grant funds, whether funds of a municipality or

the County, shall remain the property of the Participating Library for which they were purchased, except in the case of any subsequent agreement or amendment to this Agreement.

8. **GOVERNING BOARD:** The name of the Governing Board shall be Okaloosa County Public Library Cooperative Board hereinafter called the Governing Board. Each Participating Governing Body that operates a Participating Library shall appoint one member to the Governing Board; the County shall appoint one member to represent the unincorporated area of the county. Appointed representatives must be publicly elected officials with voting privileges in their respective municipal governances. Each Participating Governing Body shall designate at least one alternate representative to act on its behalf during any absence. The office of Chair shall be assigned to the member representing the County. The Cooperative Coordinator shall be the staff liaison to the board. Board members will not be paid a salary or wages, but may be reimbursed for travel and per diem expenses in accordance with section 112.061, Florida Statutes. The Governing Board serves as the governing body for the Library Cooperative and has the following powers, duties and responsibilities:

- a) Managing the affairs of the Cooperative.
- b) Bylaws will be established by the Governing Board.
- c) There will be six or more open public meetings a year of the Governing Board.
- d) Adopt a long-range plan and annual plans of service which are developed by the Cooperative Coordinator and the Library Directors' Council to describe goals, objectives and activities of the Participating Libraries and the Participating Governing Bodies.
- e) Receive and disburse funds from the County, from state and federal grant sources, and from private donations, foundations, or other sources.
- f) Contract with the County to provide essential support services for the Library Cooperative.
- g) Contract for services consistent with the Cooperative's Long-Range Plan and Annual Plans of Service.
- h) Adopt and maintain a position description for and hire a Cooperative Coordinator through the established policies and procedures of the County.

9. **STAFFING:** The Cooperative Coordinator shall be hired by the County and shall have the following minimal qualifications: a Master's degree in Library Science from an American Library Association accredited university or college followed by two years of successful, full-time paid library experience in a public library open at least 40 hours a week. Cooperative staff members are employees of Okaloosa County, and their compensation and benefits will be in accordance with County policy. The staff position of Library Administrative Specialist provides marketing, technology and training support to member libraries, maintains the OCPLC office, and assists the Coordinator in activities as directed. The Cooperative Coordinator, under the supervision of the Board, shall interview, select, supervise and recommend discharge of staff for the office of the Cooperative in accordance within established County policies. All paid staff of the Participating Libraries shall remain employees of the Participating Governing Bodies that operate each library and the Participating

Governing Bodies shall retain all rights, responsibilities and powers associated with employment of staff.

10. **POWERS, DUTIES AND RESPONSIBILITIES OF THE COOPERATIVE COORDINATOR:** The Coordinator shall be accountable to the Board for overall administration of the Cooperative and implementation of policies, procedures and programs, as determined by the Board. The following activities, as a minimum, shall be carried out by the Coordinator for all Participating Libraries under the plans, policies, and budgets adopted by the Cooperative Governing Board, and they may not be delegated through Interlocal agreements or any other service agreements: coordinate development of a single long-range plan for the Cooperative; coordinate development of a single annual plan of service; compile an annual combined expenditure report for application for State Aid by OCPLC, combining all Participating Libraries' expenditures, and the Cooperative's expenditures including any state or federal grants; implement the Cooperative long-range plan, annual plan of service, and annual budget; and prepare reports on behalf of the Cooperative and Participating Libraries as required by the Florida Department of State, Division of Library and Information Services.
11. **LIBRARY DIRECTORS' COUNCIL:** The Council will advise the Cooperative Governing Board on services, plans and policies for the Cooperative. The Council membership will include the library director of each participating library, the Cooperative Coordinator, and other appointments as deemed necessary by the Governing Board. The Council will hold at a minimum, one meeting per month, except in December.
12. **STRATEGIC AND ANNUAL PLAN:** The Cooperative Coordinator shall coordinate development and implementation of a strategic plan for the operation, maintenance and development of library services to the residents of the Cooperative Service Area. The strategic plan shall be developed in coordination with the Cooperative's Governing Board, the participating governing bodies, residents of the Service Area, and the Library Directors' Council. The plan shall be adopted by the Cooperative Governing Board and be maintained through a yearly update by the Cooperative Coordinator in coordination with the aforementioned parties. All authority with respect to funding of the strategic plan and of any other library program or expenditure from Participating Library Governing Body funds shall lie solely with that Participating Library Governing Body.
13. **ANNUAL BUDGET:** The budget shall be developed along a fiscal year beginning October 1 and ending September 30 each year. The Cooperative budget shall be developed by the Cooperative Coordinator and shall take into account funds received from the County, state and federal governmental sources, except state construction grants, and all other revenue sources received to provide library service. The budget shall be adopted by the Cooperative Governing Board.
14. **ACCEPTANCE OF GIFTS, GRANTS, FUNDS, OR BEQUESTS:** The Governing Board, on behalf of the Cooperative, shall have the authority to apply for or receive gifts, grants, funds or bequests. The Board, through a Memorandum of Understanding (Appendix A), has

designated the County as the fiscal agent to apply for or receive its funds from all sources. The Governing Board shall follow the standard operating procedure for grant applications as defined by the County. Municipalities shall retain the authority to apply for state construction grants and to receive gifts, funds or bequests intended for use solely at an individual Participating Library. All monies, property or funds granted to the Cooperative shall be the property of the Cooperative, subject to termination provisions as set forth in this Agreement. Any monies, property, or funds granted to municipalities for the benefit of a Participating Library shall remain the property of the Participating Library.

15. **FISCAL RESPONSIBILITY:** All funds administered by the Cooperative Coordinator shall be audited with the County's independent audit annually, which audit shall be prepared and presented to the Governing Board.

Upon request, the Cooperative Coordinator shall furnish to each Participating Governing Body, within thirty (30) days following the previous period a written quarterly report regarding the use and expenditure of funds under the control of the Cooperative. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative. Upon request, the governing body of each Participating Library shall furnish to the Cooperative Coordinator, within thirty (30) days following the previous period, a written quarterly report regarding the use and expenditure of funds, as they relate to library functions, under the control of the Participating Governing Body. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative.

16. **APPROPRIATION OF PARTICIPATING MUNICIPALITY FUNDS:** There is reserved to the Participating Municipalities the sole and exclusive discretion to determine the amount of annual appropriations from their own revenues and sources for the provision of library services. However, minimum support at the level of funding appropriated prior to entering the Cooperative is recommended for Participating Municipalities. Subject to that reservation, Participating Municipalities agree to expend funds using the Okaloosa County Public Library Cooperative Strategic Plan as a guide for library service development.

17. **APPROPRIATION AND ALLOCATION OF OKALOOSA COUNTY FUNDS:** The County shall provide \$704,691 for the period beginning October 1, 2018 and ending September 30, 2019. The amount to be provided by the County will be determined by the approved county budget with the basic agreement being revised by amendment accordingly. The Cooperative's Governing Board shall disburse funds received by the County's allocation as follows:

a) \$205,219 of the monies allocated by the County shall be used for administrative operations and cooperative-level purchasing for members.

b) \$499,472 of the monies allocated by the County shall be distributed to Participating Municipalities with Libraries according to the following guidelines and formula:

- Construction funds are expressly prohibited.
- Spending calculations and productivity statistics shall be based on those from two years

prior to the allocation period.

- Spending shall mean total audited expenditures of a library.
- Percentages shall be derived from totaling statistics of the member municipal libraries.
 - (1) Thirty percent (30%) divided equally among participating municipalities with libraries
 - (2) Fifty percent (50%) based on productivity, which consists of circulation, internet usage, and transits lost.
 - (3) Ten percent (10%) based on funds expended through the library budget on personnel/staffing, which includes salary and benefits.
 - (4) Ten percent (10%) will be based on funds expended through the library budget on collection, which includes books, AV materials, databases, and periodicals.

Distribution shall be based on submittal of annual operating costs with descriptive codes in accordance with the state chart of accounts. Funds received by the Cooperative shall be disbursed within a reasonable time (not to exceed 90 days) after receipt. The disbursement formula shall be reviewed by the Governing Board for modifications deemed appropriate following review of data collected indicating the number of users for each library and/or use of each library's collection. Any change to the allocation formula will require a modification or amendment to this Agreement and execution by each Participating Governing Body.

In the event of a member library's unplanned closure and/ or significantly reduced services for at least one week of operation, the member's productivity statistics may be adjusted as follows:

- For a period of one week up to three weeks, calculate a weekly average based upon numbers from the previous or succeeding week in the same month.
- For a period exceeding three weeks, substitute the numbers from the previous year for the corresponding month(s).

A member library's request to adjust productivity statistics must be approved by the Governing Board.

In addition to the financial contribution of the County, it shall provide, as additional in-kind support of the Cooperative, the following:

- Fiber optic connectivity, network hosting and administration, firewall and security management, server management, ILS and library Web services management, Help Desk services, support of standardized equipment and software configurations, email addresses and network access for library staff.
- IT will maintain two networks for library operations, one for library staff use and one for public access at libraries that elect to use the county fiber optic network. Network and computer maintenance and administration as well as end-user assistance will be provided on the library staff network. Computers on the public access network provided by the county will be maintained by IT; assistance to end users on the public access network will not be provided.

- Other technical requirements of the Cooperative, to include licensing fees, software fees, purchase of hardware, equipment and peripherals, remain the responsibility of the Cooperative and/or member libraries. Only equipment purchases or leases that are coordinated through IT will be eligible for support.
18. **LIBRARY USE:** Non-resident user fees will be waived for active duty military members and their dependents who are residents of Walton or Santa Rosa counties.
 19. **TRAINING:** Participating Libraries shall close their facilities on one weekday per year for Cooperative-wide staff training activities. The date for the training day will be determined each year by a consensus of the Library Directors' Council.
 20. **ADDITIONAL RESPONSIBILITIES OF PARTICIPATING GOVERNING BODIES:** Participating Governing Bodies shall abide by all state and federal laws, and specifically those relating to the provision of library services; Participating Governing Bodies shall retain local autonomy and control of the operations and functions of its participating library, except where Participating Governing Bodies have ceded authority to the Cooperative Governing Board through this agreement.
 21. **SOVEREIGN IMMUNITY:** The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of County's, Crestview's, Destin's, Fort Walton Beach's, Mary Esther's, Niceville's, or Valparaiso's rights and immunities under Florida Constitution, common law or Florida Statutes 768.28 as amended from time to time.
 22. **INSURANCE:** The Cooperative and Participating Governing Bodies shall provide, pay for, and maintain in force at all times during this Agreement insurance to cover its respective buildings, contents and vehicles, workers' compensation, liability and any other insurance required by law.
 23. **MODIFICATION OF AGREEMENT:** Modifications, amendments, or alteration of the terms or conditions contained herein shall be effective when submitted in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
 24. **NOTICE:** All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by any party to the other, shall be deemed to have fully given or made or sent when in writing and addressed to:

CITY OF CRESTVIEW
MAYOR
 City of Crestview
 P. O. Box 1209
 Crestview, FL. 32536

CITY OF DESTIN
CITY MANAGER
 City of Destin
 4200 Indian Bayou Trail
 Destin, FL. 32541

CITY OF FORT WALTON BEACH
CITY MANAGER
 City of Fort Walton Beach
 107 Miracle Strip Parkway
 Fort Walton Beach, FL. 32549

CITY OF MARY ESTHER
CITY MANAGER
City of Mary Esther
195 Christobal Road
Mary Esther, FL. 32569

CITY OF NICEVILLE
CITY MANAGER
City of Niceville
212 Partin Drive
Niceville, FL. 32578

OKALOOSA COUNTY
COUNTY ADMINISTRATOR
1250 N. Eglin Parkway
Suite 100
Shalimar, FL. 32579

CITY OF VALPARAISO
CITY CLERK
City of Valparaiso
465 Valparaiso Parkway
Valparaiso, FL. 32580

25. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefore, and shall not invalidate the remaining provision.

26. GOVERNING LAW: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

27. PUBLIC RECORDS: If any of the parties have questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, contact the custodian of public records at Okaloosa County Risk Manager, 5479B Old Bethel Road, FL 32536; Phone: (850) 689-5977.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY OF CRESTVIEW

ATTEST: Elizabeth M. Roy

(Title): City Clerk

David Cadle
Title Mayor

This 18 day of October, 2018

CITY OF DESTIN

ATTEST: 
Title MAYOR

(Title): CITY CLERK This 15th day of OCTOBER, 2018

CITY OF FORT WALTON BEACH

ATTEST: Kim M. Barnes

(Title): City Clerk

Richard A. Rye
Title Mayor

This 23rd day of October, 2018



CITY OF MARY ESTHER

ATTEST: 

(Title):

CITY CLERK

Title

MAYOR

This 5th day of NOV., 2018

CITY OF NICEVILLE

ATTEST: *Daniel J. Doucet*

Randall Wise

Title MAYOR

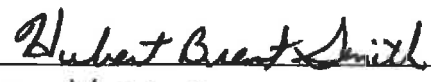
(Title): CITY CLERK

This 12th day of OCTOBER, 2018

CITY OF VALPARAISO

ATTEST:


(Title): City Clerk

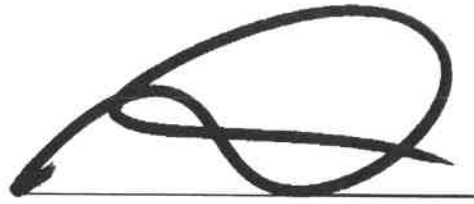

Title Mayor

This 12 day of October, 2018

COOPERATIVE GOVERNING BOARD

ATTEST: Vicky Stever

(Title): Vicky Stever, Coordinator, OCPLC



Nathan D. Boyles, Chairman

Okaloosa County Public Library Cooperative

This 26 day of Sept, 2018

OKALOOSA COUNTY

ATTEST: Wayne D. Peacock, II

(Title): Clerk of Circuit Court



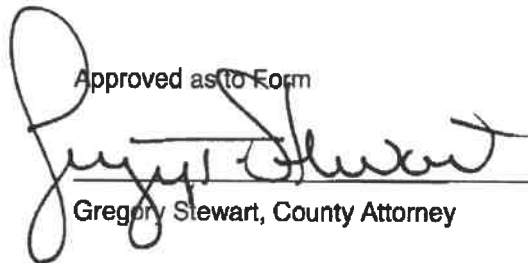
Graham W. Fountain

Chairman, Board of County Commissioners

This 20 day of November, 2018



Approved as to Form



Gregory Stewart, County Attorney

APPENDIX A

CONTRACT# C12-1959-LIB
OKALOOSA LIBRARY COOPERATIVE
FISCAL AGENT MOU
EXPIRES: INDEFINITE

Memorandum of Understanding (MOU)

between

The Okaloosa County Public Library Cooperative

and

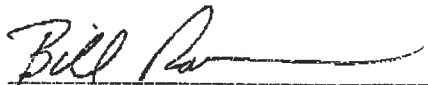
The Board of County Commissioners of Okaloosa County, Florida

This is an agreement between The Okaloosa County Public Library Cooperative, hereinafter referred to as The Cooperative and the Board of County Commissioners of Okaloosa County, Florida, hereinafter referred to as The Board.

The purpose of this MOU is to identify The Board as the fiscal agent for The Cooperative and to grant them the authority to receive and disburse funds from Okaloosa County, from state and federal grant sources, from private donations and foundations and from any other sources.

The Governing Board shall follow the standard operating procedure for grant applications as defined by the County.

This MOU shall be effective upon the signatures of The Cooperatives and the Boards authorized officials. It shall be in force from date of signature unless suspended by agreement of both in subsequent MOU.



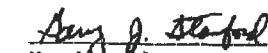
Bill Roberts, Chairman
Okaloosa County Public Library Cooperative

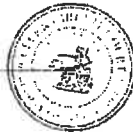


Don R. Amunds, Chairman
Board of County Commissioners



Attest:


Don Howard
Clerk of Courts



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Councilmember Ramswell

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Councilmember Menchel

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019

TYPE OF AGENDA ITEM: Announcement

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Discussion on holding a public q/a meeting with staff.

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Councilmember Overdier

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 5, 2018
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Gary Jarvis
Councilmember Chatham Morgan
Councilmember Parker Destin
Councilmember Cyron Marler

Councilmember Tuffy Dixon
Councilmember Rodney Braden
Councilmember Prebble Ramswell
Councilmember Skip Overdier

Destin City Staff

Interim City Manager Lance Johnson
Acting Parks & Recreation Director Lisa Firth
Deputy City Manager Steve Schmidt
Deputy Public Services Director Tim Pietenpol
Public Information Manager Doug Rainer
City Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey
HR Manager Karen Jankowski
Finance Director Bragg Farmer
Library Director Wen Livingston
City Attorney Jeffrey Burns

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. He asked for moment of silence; which was then followed by the Pledge of Allegiance.

EXECUTIVE SESSION (MOTION):

At this time, Mayor Jarvis asked if any member of the Council wishes to offer any motion from the preceding executive session.

Councilmember Overdier moved to accept the proposed settlement agreement between the City of Destin and B.I., Inc.; seconded by Councilmember Ramswell.

Councilmember Braden remarked that he would not be supporting the proposed settlement agreement as it has more terms and conditions than the one that what presented at a previous executive session, which he was ready to approve.

Councilmember Destin announced he would abstain from voting as he is related to one of the parties involved in the litigation.

The Mayor asked if anyone in the public wishes to make a statement with regards to the motion on the floor. Hearing none, the Mayor called for a vote on the motion.

Motion passes 5-1 (Council members Morgan, Marler, Overdier, Dixon and Ramswell voted “yes”; Councilmember Braden voted “no”; Councilmember Destin abstained from voting).

SPECIAL PUBLIC HEARINGS FOR FISCAL YEAR 2019 MILLAGE RATE AND BUDGET:

A. First Reading of Ordinance 18-18-CN, Adopting Fiscal Year 2019 Millage Rate

The City Attorney read proposed Ordinance 18-18-CN by title; and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF DESTIN FOR FISCAL YEAR 2019; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Destin moved to adopt Ordinance 18-18-CN on first reading adopting a proposed FY 2019 millage rate of 1.6150 mills which is more than the rollback rate of 1.5520 mills; seconded by Councilmember Morgan.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance. Hearing none, the Mayor closed the public hearing and turned the matter over to the City Council for their discussion and consideration.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).

B. First Reading of Ordinance 18-19-CN, Adopting the Fiscal Year 2019 Budget

The City Attorney read proposed Ordinance 18-19-CN by title; and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN MAKING APPROPRIATIONS FOR CERTAIN EXPENDITURES, EXPENSES, CAPITAL IMPROVEMENTS AND CERTAIN INDEBTEDNESS OF THE CITY OF DESTIN, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; AND PROVIDING FOR AN EFFECTIVE DATE.

Finance Director Bragg Farmer provided an overview of the proposed 2019 Budget:

Budget Highlights

- | | | |
|---|----|-------------|
| A) General Fund Revenue has increased 5.3% | -- | \$ 682,019 |
| B) Property Values Increased by 6.42% from \$4,731,978,391 to \$5,035,622,039 | | |
| C) Tentative millage rate remains at 1.650 mills | | |
| D) Grant Revenue | -- | \$2,056,401 |

E) TDD Operating Funding	--	\$ 454,526
F) Town Center CRA revenue increased	--	\$ 86,661
G) Harbor CRA revenue increased	--	\$ 54,436

Revenue Highlights

➤ Property Tax Value Revenue Increase	--	\$ 421,610
➤ State Revenue Sharing up	--	\$ 33,000
❖ Communications Service Tax – down \$31,000		
❖ ½ Sales Tax, Municipal Tax – up \$64,000		
➤ Gas Tax up	--	\$ 49,000
➤ Grant Revenue		
❖ Airport Road Curve Redesign	--	\$ 104,953
❖ Clement Taylor Park Renovations	--	\$ 729,918
❖ Capt. Royal Melvin Park	--	\$ 1,216,530

General Fund Expenditures Highlights:

➤ Operating Expenditures Increased 7.3%	--	\$ 847,595
➤ Capital Spending	--	\$ 733,180
➤ General Fund Decrease to Town Center CRA	--	(\$ 60,831)
a. FY19 Contribution - \$69,184 (\$2,314,144)		
➤ Sheriff Contract	--	\$2,160,198
a. \$185,118 increase 9.4% (\$78,280)		

Capital Project Funding

A) General Fund	--	\$ 272,500
B) Gas Tax	--	\$ 703,000
C) Impact Fees	--	\$ 340,000
D) Grants	--	\$2,056,401
E) CRA (Harbor)	--	\$ 5,000

Capital Improvement Projects

A) Road Resurfacing Plan	--	\$ 870,000
B) Calhoun Avenue Pedestrian Walkway	--	\$ 118,000
C) Wayfinding Plan	--	\$ 10,000
D) Airport Road Curve Redesign	--	\$ 104,953
E) Clement Taylor Park Restoration	--	\$ 729,918
F) Capt. Royal Melvin Park	--	\$1,216,530
G) Airport Road Landscaping Design	--	\$ 12,500
H) Playground Renovations	--	\$ 50,000
I) Storm Water System Planet Drive to Indian Trail	--	\$ 260,000
J) Gulf Power Easement Trail	--	\$ 5,000

Personnel: 81 Full Time & 17 Part-Time Positions

➤ 2% COLA	--	\$ 72,000
➤ 2% Merit	--	\$ 52,000
➤ Health insurance increase 3.27%		
➤ New positions changes:		
1. Parks Maintenance Custodian	--	\$ 34,401
2. Maintenance Technician/Custodian	--	\$ 52,302
3. Mechanic/Maintenance Technician	--	\$ 56,796

Changes from the Budget Workshop

- Removed the funding for the Beach to Benning ROW access - \$2,700,000
- Removed the receipt of mutual funding from DOT for the Hwy 98 crosswalks - \$750,000

Councilmember Destin moved to adopt Ordinance 18-19-CN on first reading to provide for a balanced budget for FY 2019 and schedules the second reading on September 17, 2018; seconded by Councilmember Morgan.

Councilmember Overdier inquired about the cost to incorporate phase 2 employee salary adjustments into this budget to bring the salary of certain employees up to industry standards.

Mr. Farmer noted it would cost approximately \$65,000 to incorporate the phase 2 employee salary adjustments into the budget; adding the Public Services and Recreation departments were able to come up with that amount in the event Council decides to include it in the FY 2019 budget.

Councilmember Dixon asked how much it would cost to add the phase 3 employee salary adjustment to the budget.

The Human Resources Manager Karen Jankowski replied that the cost would be approximately \$7,000.

Councilmember Dixon moved to include both phase 2 and phase 3 employee salary adjustments in the proposed budget to conform to industry standards without exceeding the advertised budget amount; seconded by Councilmember Ramswell.

The Mayor suggests voting on the original motion first before adding any amendments to it.

The City Attorney advises making all the amendments to the final motion before voting on it.

Councilmember Ramswell discusses the City Manager's salary and trying to make it more competitive with other municipalities in Florida; noting that the Interim City Manager has provided some documentation, and she has also provided some information from the Florida League of Cities in this regard. She stated that most of these salaries are based on year-round

population, and they would need to consider the fact Destin is a city dealing with way more than just a typical year-round population. She suggests increasing the salary range for the Destin City Manager.

Councilmember Destin stated that he supports an increase to the City Manager's salary; however, it was his understanding they have discussed passing the budget first and then potentially doing a budget amendment at a later date to include the salary increase, which would then come from the reserve account.

Mr. Farmer stated it would be the easiest way to fund it because they currently have a balanced budget. If they include the salary increase now, they would have to cut the full amount the Council agrees on somewhere from the budget; whereas, if they wait until the full-time City Manager is hired, they could make a budget amendment at that time based on the actual contract and fund it with the fund balance for the current year and make it part of the regular budget for the next fiscal year.

Councilmember Ramswell noted that an individual went before the Council earlier this year and provided some statistics regarding the popularity of pickleball. She stated there have been some concerns the City is constructing additional tennis courts and not addressing the need for pickleball courts. She suggests they consider construction of a pickleball court or a multi-purpose court.

According to Interim City Manager Lance Johnson, they currently have two tennis courts at Buck Destin Park; and that they budgeted this year for resurfacing and re-stripping those two tennis courts to include lining them for pickleball and improving the fencing. He continued that during the budgeting process with the previous City Manager, they also offered the option of building two more courts; approximately \$20,000 to \$40,000 for each court. They have some space next to the small dog park to build these courts.

Councilmember Ramswell stated that pickleball is a growing sport, much like the Little League Baseball, and that she would be in favor of constructing a pickleball court in Destin.

The Mayor agreed with Councilmember Ramswell, stating that pickleball applies to all ages, but it caters to some of their elderly visitors and permanent residents. He suggests constructing a combination tennis and pickleball court.

Councilmember Ramswell moved to include as an amendment the funding for one pickleball court; seconded by Councilmember Marler.

Councilmember Dixon wants to make sure the proposal was to resurface the tennis court making it a dual purpose court, and constructing a new pickleball court; and that they would end up with at least two pickleball courts.

Mr. Johnson replied affirmatively.

Councilmember Destin asked where they propose to get the funding for the pickleball court.

Mr. Farmer replied the impact fees would fund the pickleball court. He suggests adding as part of the motion the construction of one pickleball court for about \$40,000 to be funded by impact fees.

At this time, the Mayor opened a public hearing to receive comments for or against the proposed ordinance. Hearing none, the Mayor closed the public hearing and turned the matter over to the City Council for their discussion and consideration.

Ms. Teresa Hebert, Parks & Recreation Committee Chair, spoke in favor of constructing a pickleball court. She stated that the committee believes it is a sport that will grow in popularity and they will be inundated with people from across the nation wanting to hold pickleball tournaments in Destin because of the weather.

A citizen came forward and addressed the City Manager position. He asked why the Council feels the need to look externally to find somebody to fill the position of full-time City Manager as opposed to monitoring the performance of the Interim City Manager, who has worked for the City for years, and possibly considering him for the full-time position.

Councilmember Ramswell offered a substitute motion to adopt the budget as presented with the following amendments:

- **Incorporate Phase 2 and Phase 3 employee salary adjustments to conform to industry standards; and**
- **Incorporate funding for one pickleball court at a cost not to exceed \$40,000 to be funded by impact fees.**

Councilmember Overdier provided a second to the substitute motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

AGENDA APPROVAL

Councilmember Destin requested that an item be added under his portion on the agenda with regards to possibly scheduling a workshop with regards to the crosstown connector and parking congruency.

Councilmember Braden asked that Consent Agenda item #6L be pulled for further discussion.

The City Attorney requested that an item be added on the agenda under his name regarding discussion on the possibility of assigning a sheriff's deputy to augment the City's code enforcement officers.

Motion by Councilmember Destin, seconded by Councilmember Marler, to adopt the agenda as amended passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

1. APPROVAL OF MINUTES

A. Approval of minutes of July 26, 2018 special city council meeting

Motion by Councilmember Dixon, seconded by Councilmember Ramswell, to adopt minutes of July 26, 2018 special city council meeting passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

B. Approval of minutes of August 13, 2018 Budget Workshop

Motion by Councilmember Dixon, seconded by Councilmember Overdier, to adopt minutes of August 13, 2018 budget workshop passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS (No public comments)

A. Proclamation Recognition of Beach Safety Lifeguards

The Mayor read a proclamation recognizing the efforts of and expressing appreciation to the Destin Fire Control District Beach Safety Lifeguards for their life-saving efforts and for keeping the community safe.

B. Pedestrian Traffic Management Solution Mr. Stephen Deranian

Mr. Stephen Deranian, a Destin resident, provided the following presentation:

Pedestrian Traffic Management Solution – Improving the pedestrian flow to/from the beaches for safety reasons within Crystal Beach

- **Beach Access Points – Matthew Street to Dolphin Street (6)**
 - ❖ Each beach access point has an associated crosswalk
- **Problem**
 - ❖ Within the last 20 years, Crystal Beach has experienced massive growth in population
 - A majority of this population is vacation/rental
 - This results in growth of pedestrian traffic
 - ❖ Many people are attempting to find the beach access points without any direction/signage
 - This results in people crossing Scenic Hwy 98 anywhere
 - Many are crossing the road without a crosswalk resulting in unsafe situations due to automobile traffic
 - ❖ For safety reasons, recommend signs be posted to direct people to the proper beach access points
 - Utilize the funneling features of a street to safely steer people towards the access points

- Only placing a sign on end of street is ineffective
- Traffic count of pedestrians
 - ❖ During a normal summer day, 1540 people traversed to/from the beach on one street in Crystal Beach
 - Approximately 27% or 415 people crossed Scenic 98 without a crosswalk and no access point
- Two areas of excessively high volume pedestrian traffic
 - ❖ Village of Crystal Beach
 - Only one road to the beach (Cobia Street) for approximately 2,000 people and no signage
 - ❖ Holiday Inn on Hutchinson Street
 - Only one road to the beach (Hutchinson Street) for the entire hotel population and no signage
- Manual on Uniform Traffic Control Devices
 - ❖ A 2009 issue with 2012 amendments (the most recent version) regarding signage in Florida
 - A great reference material for signage
- Recommended signage – from Matthew Blvd to Dolphin Street
 - ❖ 27 signs with “BEACH ACCESS” and appropriate arrows
 - ❖ 24” x 30” sign with white letters and blue background
- Ultimate goal is to provide safety for pedestrians to/from the beach
- Other options
 - ❖ Improve/widen sidewalks similar to Matthew Blvd and Hutchinson Street
 - ❖ Add more beach access points

Councilmember Ramswell asked for the approximate cost per sign.

Mr. Deranian stated it would be about \$150.00 to \$200.00 per sign; and that each sign post cost about \$45.00.

Councilmember Ramswell inquired as to the City’s current wayfinding sign program.

Mr. Johnson noted that the City formed an internal committee to look at the wayfinding sign system and they feel this can be incorporated into the system; but, they could also work on this ahead of time.

Councilmember Dixon moved to adopt a recommendation of purchasing wayfinding signs and posts and installing them in the Crystal Beach area according to the diagram provided by Mr. Deranian; seconded by Councilmember Ramswell.

Councilmember Braden noted that he attended the Public Works/Safety meeting when this issue was discussed. Following the meeting, he heard several people say that tourists who want to go to the beach do not go east or west where the signs point and then head south. They head directly south and get as close to the beach as possible and then find the easiest way to get there.

Mr. Deranian stated that the signs are also for safety reason. They point the pedestrians to the location of the crosswalks.

Councilmember Braden stated it would be better to have a sign at the south end of every street pointing to the direction of the beach so that they do not have signs all over the neighborhood.

Councilmember Ramswell asked if there could be some sort of grant available for this type of program because of the number of accidents and fatalities on US Hwy 98.

Capt. Nix of the Okaloosa Sheriff's Department stated there is a possibility of grant funding available for this program because of the number of fatalities they had within the City limits.

At this time, the Mayor asked if any member of the public wishes to comment on this issue. Seeing none, the Mayor called for a vote on the motion.

Motion passed 6-1 (Council members Morgan, Destin, Marler, Overdier, Dixon and Ramswell voted "yes"; Councilmember Braden voted "no").

C. Helicopters and Tourism in Destin Mr. Rick Chappell

Mr. Rick Chappell, a Destin resident, expressed his concerns related to the Destin beaches and Destin tourism. He stated there is a situation that currently exists with respect to helicopters that significantly degrades the beach environment because of noise pollution created by these helicopters constantly flying overhead from Henderson Beach to East Pass. He urged the Council to try to put a stop to it.

Mr. Allen French, a Destin resident, stated he is passionate about making Destin the best place to live, work and play. He stated that Destin has a serious problem with helicopters and noise pollution. They fly about 150 feet overhead and up and down the beaches every 5 to 10 minutes at 85 decibels making it difficult for beachgoers to hear each other talk. This would have a negative impact on tourism, loss of tax dollars, income and property values; and most importantly, it is a safety issue.

Mr. Tom Alison, a Destin resident, stated that these low flying helicopters pose a safety threat to beachgoers in violation of the FAA regulations 91.119, a copy of which has been provided to the members of the City Council. He stated that according to this section, no person may operate an aircraft *"over any congested area of a city, town, or settlement, or over any open-air assembly of persons, an altitude of 1,000 feet above the highest obstacle within a horizontal radius of 2,000 feet of the aircraft."* Within the same section, it further states that *"helicopters may be operated at less than the minimum prescribed altitudes if the operation is conducted without hazard to person or property on the surface."* He further stated there was a study that was conducted that shows the taxes from the helicopter beach tourist operation generates less than one percent of the total money from the tourists in Destin. He also pointed out that a recent article in the Wall Street Journal states *"there have been more than 170 fiery helicopter crashes in the United States alone, at least 80 avoidable fatalities and ballooning legal liabilities for both manufacturers and operators."*

Mr. Alison then showed a professionally created video which he states demonstrates the lack of safety created by the helicopters.

Councilmember Destin stated these helicopters are a clear threat to long-term tourism; but, there may be a jurisdictional issue. The FAA controls the airspace. He stated that if the City's attorneys could look into other beach communities that have similar issues with helicopters they could probably come up with a logical solution to this problem.

According to Mr. Alison, they have communicated this issue with the FAA and provided them a copy of the video, and they were told they could not do anything unless they have more documentation. He suggests the Council putting more pressure on the FAA to take some action.

The City Attorney stated that the video showed a helicopter seemingly making some dangerous maneuvers, and so the City could probably write a letter to the FAA supporting this complaint.

The Mayor suggests holding a stakeholders meeting inviting home owners, helicopter company owners and possibly some representatives from Eglin Air Force Base, and try to come up with a solution to this issue; if not, they could then look at their legislative capabilities and try to legislate a solution.

Councilmember Braden noted he was also working on a presentation on the helicopter issue. He stated that received a letter in July this year from an individual who owns a condominium on the beach and forwarded the letter to the County commissioners. The individual sat on his balcony for several hours and recorded 150 helicopter flights that occurred every 2.8 minutes. He continued he was staying on the 12th floor of the same condominium building at the same time. He went up on the roof and videotaped the flights, which were extremely loud. He then played the flight recording from his cell phone.

Councilmember Dixon noted there was a stakeholders meeting held in Destin nearly two years ago. Some of the helicopter companies attended the meeting. They promised to do things differently and make things better; but it has not happened. He continued they need to get the FAA involved as they seemed to be reluctant in taking action against the helicopter companies. He suggests inviting an FAA representative to come to Destin during a Fourth of July weekend so they could observe the helicopter flights themselves.

Mr. Alison stated that the FAA is already aware of the problem; adding they need to provide some data such as elevation, decibel readings and crash reports.

Councilmember Dixon also noted that the one helicopter company that is operating in Destin is located in the County; and that the County is allowing them to operate.

Councilmember Ramswell stated that a statement contained within FAA regulations 91.119, "*helicopters may be operated at less than the minimum prescribed altitudes if the operation is conducted without hazard*" did not specify how much less than the minimum is allowable. Also, it did not give a definition of hazard, which is subjective.

Councilmember Ramswell also pointed out that according to Section 135.203 of the Code of Federal Regulations (CFR-14), "*No one can operate under the Visual Flight Rule (VFR) for helicopters in a congested area at an altitude less than 300 feet.*" She also suggests looking more at Section 91.13 which is *Careless and Reckless Navigation*; adding if they cannot make the argument for altitude, the behavior they are seeing and experiencing are certainly reckless.

Councilmember Braden suggests checking with the Sheriff's Department about an individual who used to fly a helicopter on Okaloosa Island across from the Gulfarium. He crashed his helicopter three times several years ago, and the department should have a record of these incidents.

The City Attorney asked and received general direction from the Council to look into this issue.

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA

Mr. Guy Tadlock, a Destin resident, stated that he agrees with everything that has been presented with regards to the helicopter issue as he hears similar complaints from other tourists about the helicopter noise. He also mentioned that a stakeholders meeting last fall also involved some of the Destin Airport air traffic controllers and the company that is in charge of the air traffic control tower. There were a lot of discussions about this helicopter issue. A lot of people that attended the meeting left angry because the tower, which is supposed to solve the problem, and which the County spent over \$5.3 million building, has not been able to do so. He urged that they take immediate action because the quality of life of their residents and visitors are being negatively impacted; and that many tourists have repeatedly stated they are not coming back to Destin.

Ms. Leigh Moore, representing Howard Group, stated they recently learned that Gulf Power is about to install some new overhead facilities in the City – on Main Street and all of Bayou Drive. She continued that they have already installed one pole and destroyed one Live Oak Tree on Bayou Drive. She asked if Gulf Power is communicating their plans for new facilities with the City since the City is currently pursuing undergrounding the utilities in the entire community.

Councilmember Ramswell stated she seemed to recall Gulf Power stating in a public meeting they were not going to install any new overhead facilities; and that if they have to add anything it would automatically be underground.

Councilmember Destin stated that the franchise negotiations with Gulf Power did not include Gulf Power's compliance or non-compliance with tree preservations; adding they seemed to be disinterested in the business of undergrounding the utilities.

4. CITY MANAGER REPORTS

A. Membership appointment to the Destin Youth Council

Councilmember Ramswell moved to appoint the following 9 applicants to the Destin Youth Council:

- **Cameron Farrah**
- **Harrison Farrah**
- **Spencer Mackenzie**
- **Broc McPherson**
- **Anastasia Miller**
- **Katherine O'Leary**
- **Alexandra Rodriguez**
- **Luke Seekamp**
- **Wesley Shackelford**

Councilmember Morgan provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

B. Announcement for Public Meeting with interested parties for Structured Parking Solutions

The Interim City Manager Lance Johnson announced that the City of Destin will host a public meeting on Thursday, September 6th, at 5:30 p.m. at City Hall, to gather citizens' feedback on parking and other items related to transportation and pedestrian concerns in and around the harbor and boardwalk.

C. Announcements

Mr. Johnson made the following announcements:

- Tuesday, Sep. 11th, 4-30 to 6:00 p.m. at the Destin Library – Meet and greet for the new librarian
- Wednesday, Sep. 12th, 5:30 p.m. – Harbor CRA-AC meeting
- Thursday, Sep. 13th, at 5:30 p.m. – Special Council meeting on Gulf Power franchise negotiations
- Friday, Sep. 14th, noon to 5:00 p.m. – end of season City staff picnic at Clement Taylor Park
- Saturday, Sep. 15th, 9-11 a.m. – Coastal Cleanup at Norriego Point
- There are currently 29 applicants for the City Manager position from 15 different states. Requested salary range from \$85,000 to \$160,000
- Dolphin Street Widening project – the City possesses enough rights-of-way necessary to widen the road

The Mayor inquired on the status of the banner poles for the Town Center CRA.

Mr. Johnson noted that the City has possession of the banner poles and the anchoring materials, and that they plan to have the poles installed very soon.

Mr. Johnson noted that his contract requires Council's approval to hire attorneys to perform work for the City. He asked for the Council's authorization to hire a Labor Attorney.

Motion by Councilmember Braden, seconded by Councilmember Ramswell, to authorize the Interim City Manager to hire a Labor Attorney passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 18-14-CC, Relating to Prohibiting Gambling within the Destin City Limits.

The City Attorney read proposed Ordinance 18-14-CC by title; and then presented it to the Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO PROHIBITING GAMBLING WITHIN CITY LIMITS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE CREATION OF CODE OF ORDINANCES, CHAPTER 14, ARTICLE VII, GAMBLING PROHIBITED WITHIN CITY LIMITS; ARTICLE VII, SEC. 14-200. – LEGISLATIVE INTENT; ARTICLE VII, SEC. 14-201. – DEFINITIONS; ARTICLE VII, SEC. 14-202. – PROHIBITED GAMBLING AND GAMING ACTIVITIES; ARTICLE VII, SEC. 14-203. – OPERATIONS; ARTICLE VII, SEC. 14-204. – ENFORCEMENT OF THIS ARTICLE; ARTICLE VII, SEC. 14-205. – NOTICE TO AUTHORITIES; ARTICLE VII, SEC. 14-206. – ENFORCEMENT OF THIS ARTICLE; 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. Hearing none, the Mayor turned the matter over to the City Council for their discussion and consideration.

Motion by Councilmember Overdier, seconded by Councilmember Ramswell, to approve Ordinance 18-14-CC on second reading passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

- B. Second reading of Ordinance 18-16-LC, Vested Rights Process

The City Attorney read proposed Ordinance 18-16-LC by title; and then presented it to the Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 2 OF THE LAND DEVELOPMENT CODE TO ESTABLISH A PROCESS FOR VESTED RIGHTS DETERMINATIONS; PROVIDING FOR INTENT; PROVIDING FOR ELIGIBILITY TO APPLY FOR A VESTED RIGHTS DETERMINATION; PROVIDING FOR APPLICATION REQUIREMENTS, APPLICATION CATEGORIES, AND APPLICATION PROCEDURES; PROVIDING FOR APPEALS; PROVIDING FOR ULTRA VIRES PROTECTIONS; PROVIDING FOR NOTICES TO

THE STATE; PROVIDING FOR AUTHORITY; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance.

Mr. Shawn Snell, resident of Defuniak Springs, stated that he was informed by the former Community Development Director that this proposed ordinance would allow for their project, The Affordable Banquets, to have a roof slope that is not a 5/12 to 12/12 roof slope. However, when he discussed this matter with the Interim Community Development Director Steve Schmidt, he was informed that without a change to the Vesting Rights ordinance that would allow the 5/12 roof slope to be changed; he would need to change the slope of the building. He continued that the building has been under designed for nearly 8 months. The development order application was submitted on April 4, 2018, but it has not been approved. He stated that at the August 20, 2018 Council meeting, he pointed out that the City's Comprehensive Plan that went into effect on June 8, 2018 had a provision that all future buildings shall have a 5/12 but not greater than a 12/12 roof slope. This provision was added into the comprehensive plan as it was not in there previously. Their project was submitted on April 4, 2018. The 5/12 roof slope provision is an impediment to the City's approval of the development order for his project, which has been designed over 8 months ago with a lower slope roof. The provision would also be an impediment to other projects, such as retail stores, parking garages and other buildings that cannot afford to have a high roof slope. He stated that he checked with other local municipalities and counties, and no one requires all roof slopes on future buildings to be 5/12 to 12/12 pitch. The 5/12 roof pitch is more expensive because it has to be structured more heavily for high wind loads. He further stated that Section 1-2 of the comprehensive plan that reads, *"Fully pitched roofs are required to cover not less than 60% of the roof surface on all buildings a minimum pitch of 5/12 and a maximum pitch of 12/12 are required for the fully pitched roof above the cornice line"* is a mistake in the comprehensive plan. He also pointed out that according to Figure 7.2 – Roofline Design of the Land Development Code, *"The use of varied rooflines, through the utilization of parapets and/or sloped roofs, is required."* Parapets indicate a low slope roof which is practically in every building in Palm Plaza and in Holiday Isle because they are in a high wind zone. He added that since the application for his project was submitted on April 4th, prior to the comprehensive plan that went into effect on June 8th, it should be evaluated with respect to the comprehensive plan, Land Development Code, and Florida Building Code that were in effect on April 4th.

Councilmember Dixon asked why this application was not evaluated based on the current rules when the application was submitted; and if the proposed ordinance addresses this issue.

According to the Land Use Attorney, the proposed ordinance does not address this particular situation. She also stated that under the current comprehensive plan, grandfathering clause and the proposed ordinance, there is no room for staff to give the applicant some kind of variance. She also stated that the way the grandfather clause is written, building heights have to be actual and present and lawfully existing or has an authorized development order to be

grandfathered in; adding that if someone submits an application but their development order is not final when the new comprehensive plan went into effect, they would not be grandfathered in.

The Mayor asked if this is an issue for the City's Board of Adjustment.

According to the Land Use Attorney, the Board of Adjustment would get involved only if it was a Land Development Code provision and not a comprehensive plan provision.

Councilmember Marler stated that in the past, when an application was in process, it fell under the existing comprehensive plan provision. He asked when that procedure was changed.

Councilmember Ramswell stated she seemed to remember a similar interpretation of the rule as that of Councilmember Marler.

According to the Land Use Attorney, the new grandfathering clause provides that the building heights, density or intensity has to be actual and present and lawfully existing prior to the effective date of the comprehensive plan or was authorized pursuant to a development order. However, if the Council wants to establish a policy that a pending application can be considered for the comprehensive plan that was in effect at the time the application was submitted, they can direct staff to draft that language.

According to the City Attorney, the applicant is entitled to go in front of the Board of Adjustment under the old comprehensive plan that was in effect when the application was submitted.

Mr. Stephen Taylor of Matthews and Jones stated that he supports the proposed ordinance. He stated that the reason the current comprehensive plan does not grandfather the applicant was because the City would not accept the language his firm brought to them that would have allowed it to happen. They only have a year to apply for their vested right determination. A lot of people do not pay attention to legal notices. It would be worth doing larger ads that people would actually see.

Motion by Councilmember Braden, seconded by Councilmember Destin, to approve Ordinance 18-16-LC on second reading passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

6. *CONSENT AGENDA

- A. Contract Extension with H&T Contractors, LLC for Miscellaneous Asphalt Continuing Services
- B. Contract Extension with S.H. Hayes Enterprises, LLC for Miscellaneous Concrete Continuing Services
- C. Contract Extension with The Emerald Group of Florida, Inc. dba Gulf Coast Electric for Miscellaneous Electrical Continuing Services
- D. Contract Extension with RONCO Electric Service, LLC for Miscellaneous Generator Continuing Services

- E. Reimbursement for Councilmember Prebble Ramswell for expenses incurred while attending the Florida League of Cities Annual Conference on August 1519, 2018 at Hollywood, Florida
- F. Reimbursement for Councilmember Skip Overdier for expenses incurred while attending the Florida League of Cities Annual Conference on August 1519, 2018 at Hollywood, Florida
- G. Contract Extension with Florida Septic & Sewer Service, Inc. for Miscellaneous Stormwater Continuing Services
- H. Contract Extension with Porter Roofing Contractors, Inc. for Miscellaneous Roofing Services
- I. Contract Extension with Florida Pest Control & Chemical Company for Miscellaneous Pest Control Continuing Services
- J. Contract Extension with Emerald Coast Striping dba Coastline Striping, Inc. for Miscellaneous Road Striping Continuing Services.
- K. Contract Extension with Advance Protective Technologies for Miscellaneous Alarm/Fire Safety Continuing Services
- L. Contract Extension with S.H. Hayes Enterprises, LLC for Miscellaneous Fencing Continuing Services
- M. Contract Extension with Gulf Coast Environmental Contractors, Inc. for Miscellaneous ROW/Median Landscape Maintenance Continuing Services
- N. Destin Fishing Rodeo Trailer Temporary Placement
- O. 2018 Destin Seafood Festival Co-Sponsorship

Motion by Councilmember Marler, seconded by Councilmember Overdier, to approve Consent Agenda items #6A thru #6K and items #6M thru #6O, as printed above, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

Councilmember Braden addressed Consent Agenda item #6L. He stated he asked for this item to be pulled for discussion because he could not find any type of material amount or hourly rate.

The Deputy Public Services Director Tim Pietenpol stated that he believes it is a time and materials contract; meaning an hourly rate plus a percentage on the materials used. However, he would need to verify it and come back with a definitive answer.

Councilmember Braden asked if they have a limit as far as the project amount on these continuous services contracts; and it goes out for bid if the amount exceeds that limit.

Mr. Pietenpol replied the limit is \$15,000.

Mr. Johnson added that anything over \$15,000 would come to the Council for their approval.

Councilmember Braden moved to approve Consent Agenda item #6L, as printed above, seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

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

A. Councilmember Braden

Councilmember Braden asked the Interim City Manager to provide the Council a copy of the Royal Melvin Heritage Park plan or design originally submitted for the Restore Act grant funding application.

Mr. Johnson stated that he would provide that information to Council. He also informed the Council the current dollar amount for the design fee for the Heritage Park which the Council previously asked for was \$175,000.

Councilmember Braden also asked for a copy of any grant applications the City have currently submitted.

Councilmember Dixon addressed the dollar figure Mr. Johnson provided relative to the current dollar amount for the design fee for the Heritage Park. He stated that the figure the previous City Manager showed him amounted to over \$290,000.

According to the Finance Director, the difference between the figure provided by the Interim City Manager and the one provided by Councilmember Dixon came from the 3 invoices coded for the Heritage Park, but, were actually engineering drawings for the boardwalk. This was corrected within their accounting system.

B. Councilmember Ramswell

C. Councilmember Dixon

Councilmember Dixon questioned the \$100,000 engineering fee just to design a curb; adding that a private corporation would not pay the same amount of money for this type of work.

The Finance Director explained that the \$104,000 allotted for the curb is not necessarily the amount they would pay. It was the amount FDOT has allocated to the City in a grant to cover the cost. The total cost might only be \$50,000, but they are not going to know until they hire a firm for the job.

Councilmember Dixon wants to know why they cannot utilize the City Engineer for this purpose.

The Mayor stated that FDOT may have a reason for it. He suggests putting the project out for bid so that the Council may make a decision based on monetary consideration.

Councilmember Dixon asked the City Manager to look into the buckle in the sidewalk in front of the Army Recreation Camp, one of the busiest areas in Destin. It has been in that condition for at least two months.

C. Councilmember Overdier

Councilmember Overdier asked if they have changed the advertised salary for the City Manager to a higher amount.

Mr. Johnson stated the number has not changed because it has not been approved by Council.

The Finance Director stated the Council can offer any amount they want for the position. It is completely beside the budget. He added that professionals that apply for this type of job typically put a pay range in their application.

Councilmember Overdier moved to re-advertise for a higher amount for City Manager salary to \$140,000; seconded by Councilmember Morgan.

The Mayor suggests they consider what the City Manager actually has to manage as compared with other cities when they are trying to determine the salary. Destin does not have its own police department, fire department, waste management, and power company, and it has the least amount of employees than most cities of equal size.

Councilmember Ramswell noted that Destin has unique problems and major issues that require constant attention, and above and beyond what other similar size cities are facing.

The Mayor asked if any member of the public wishes to comment on the motion. Seeing none, he turned the matter over to Council for their consideration.

The City Manager stated that the salary offer is at \$120,000. He suggests advertising a range of \$120,000 to \$140,000 so they are not committed to a certain amount.

Councilmember Overdier offered an amended motion to re-advertise for a higher amount for City Manager salary to a range of \$120,000 to \$140,000; seconded by Councilmember Morgan. Motion passed 6-1 Council members Morgan, Destin, Marler, Overdier, Ramswell and Braden voted "yes"; Councilmember Dixon voted "no".

E. Councilmember Marler

Councilmember Marler asked the City Manager to provide the Council a list of all projects under review for development orders with current status for each one; and to include any reasons for the delay.

F. Councilmember Destin

1) Proposed Gulf Power Franchise Agreement

Councilmember Destin stated it has been very difficult trying to negotiate with Gulf Power. The City has given a lot of concessions, and basically has taken the conversation of purchasing and running the power utility off the table in an attempt to have good faith negotiations for a franchise agreement with Gulf Power. He continued that they have discussed the potential curtailing of the scope of the City's purchase provision. Gulf Power wanted a language incorporated into the agreement that would basically narrow the scope of the

application of the purchase option by prohibiting the City from purchasing and then selling the power utility. He also stated it did not appear they would get an electric utility undergrounding agreement done in time, and so as a concession, they have taken that part off the table with hopes that future Council would understand it is something that they need to negotiate in the future. The City has also given up a concession for their protection from Southern Company's overruns on the Kempler and Vogle power plants. The proposal that Gulf Power provided to the City is basically the same thing they could have gotten two years ago; and that he feels it is a bad deal for the citizens of Destin. The City would not be allowed to exercise its purchase option for 10 years should they enter into the franchise agreement. Which means the City would be under the control of Gulf Power's parent company, NextEra Energy, which owns Florida Power and Light, for an entire decade. According to the trade reports on the acquisition of Gulf Power by NextEra from Southern Company, NextEra is going to be paying a sky high premium for Gulf Power. It will be approximately 29 times the price to earnings ratio; which many analysts believe is an insane amount of premium. NextEra is not buying Gulf Power to bring lower rates and help the City underground their electric utility. He would like to have one last opportunity to talk to Gulf Power before the September 13th Special Council meeting; and that if Gulf Power does not make significant movements from its current franchise offer, he would recommend they exercise their purchase option and put out an RFP to sell the entire grid system to a competitor for lower rates and a better franchise.

The City Attorney stated that the Council is being asked to vote on the City's proposed counter-offer to Gulf Power which has been included in the Council's briefing materials. And, although the City is giving up a lot with this counter-offer, Gulf Power has essentially indicated they are not going to accept it by commenting on the counter-offer; but they have not officially declined it.

The City's Special Counsel Schef Wright provided the following explanations with regards to the City's proposed counter-offer to the franchise agreement:

- Fifteen-year franchise agreement with 2 years vesting period
- Dropped the undergrounding of electric utilities
- Dropped the protection against Kemper and Vogle overruns
- Beefed up the use of the franchise fee for undergrounding, but at no cost to Gulf Power

Mr. Wright noted that the expiration of the existing franchise pursuant to the recent extension is Friday, September 21, 2018; adding that the scheduled special meeting on September 13th is for Council's further consideration of this issue depending on Gulf Power's response to Council's decision tonight. He also added that if Council takes no action by September 21st, their right to purchase will expire; which is a bad thing for the City of Destin.

Councilmember Ramswell stated she is tired of the way the City of Destin is being treated by Gulf Power. She continued that Gulf Power has gone from the position of openness and willingness to help at one meeting, and then a complete turnaround at the next meeting. The City has already given a lot of concessions. Gulf Power feels the City will do whatever they want and she will not tolerate it any longer. They are not gaining anything by continuing to

negotiate with Gulf Power; adding that Fort Walton Beach has functioned for several years without an electrical contract.

Mr. Wright reiterated that if the Council approves the counter-proposal, and it is accepted by Gulf Power, it will provide the City a 15-year franchise with the opportunity to purchase the electrical system after two years. It will be an ultimate protection for the citizens of Destin against future high rates.

Councilmember Ramswell asked if they have any options to purchase the electric utility after their current contract ends.

Mr. Wright explained they would need to exercise the option to purchase, get an extension on the franchise or approve a new franchise by September 21st; otherwise, they would lose the right to purchase. He added they could still buy the system through imminent domain process; however, it would expose the City to a \$3 or \$4 million of legal fees and engineering consultants.

Councilmember Ramswell stated that the City of Destin is a valuable consumer to Gulf Power and they do not deserve the treatment they are getting from them.

Councilmember Morgan stated that Gulf Power has not negotiated in good faith from the beginning. They are not a good community partner. They have defamed some of the members of this Council and misled the public. They are also one of the most expensive energy companies in Florida. The City has an excellent opportunity to exercise their option to purchase, and that he is prepared to vote on it tonight. He would like the City's attorneys to have all required documentations to exercise their option to purchase prepared by the next meeting. He added that they do not necessarily have to sell the system. They could go ahead and hire the people to manage it.

Mr. Wright noted that the City of Winter Park hired some people and ran their own system. Their rates over a 10 year period have been lower than the rates they were paying to the previous utility company. They have continued to increase the amount of undergrounding using revenues generated by the utility system.

Councilmember Marler asked if the sale of Gulf Power been approved by the State of Florida.

According to Mr. Wright, the State of Florida has no jurisdiction to approve or disapprove the sale. The approval would come from the Federal Agency Regulatory Commission and the Federal Trade Commission under the anti-trust laws.

Councilmember Marler asked if it would be possible for the City to negotiate with the new owner, NextEra Energy or Florida Power and Light. If so, it is something they should consider as they continue to negotiate. He added he does not see the City of Destin, with a \$14 million budget being able to purchase and manage a power company.

According to Councilmember Morgan, they could do so through municipal bonds.

Councilmember Marler would like to see more inputs from the citizens before the Council makes such a big decision.

The Mayor stated that he likes the City's proposed counter-offer; and if Gulf Power rejects it and is not willing to compromise, then the Council could decide to take a different route comes the special meeting on September 13th. He asked the Council not to vote on this issue based on emotion but to make sure they conduct the forensic analysis and have the net positive benefit data to present to the citizens of Destin prior to making a decision.

Mr. Wright stated it would take 2 or 3 years to go through this process and to be able to do the due diligence or forensic analysis. It could be done with the next franchise with the two-year purchase option. Otherwise, if Gulf Power rejects the City's counter-offer, they could exercise the purchase option now and conduct the due diligence while the arbitration process is going on.

Councilmember Dixon asked if there would be a recommendation for the City to exercise the purchase option if Gulf Power rejects the City's counter-proposal and refuses to compromise.

Mr. Wright stated it would be the only valid option to preserve their ability to protect themselves from higher rates, unless they get another franchise extension.

According to the City Attorney, it is a low risk for the City to exercise the purchase option in terms of costs. The costs the City would bear is moving forward and start doing all the due diligence studies.

Councilmember Overdier agrees that Gulf Power has not negotiated in good faith with the City; adding that the City has given up a lot and Gulf Power has not given up anything in return. But, he expresses his concern the City could go bankrupt if they decide to exercise the purchase option then tries to run the system and fails.

Councilmember Destin explained that the actual revenues from the system, not the actual assets of the City, would be the collateral on the bond debt. He added the City does not have any valid options if they do not come to terms with Gulf Power.

Councilmember Ramswell asked for Councilmember Destin's recommendation on this matter.

Councilmember Destin recommends sending the City's counter-offer to Gulf Power and giving them another opportunity to negotiate in good faith.

Councilmember Dixon moved to approve the City's proposed counter-offer and send it to Gulf Power; seconded by Councilmember Overdier.

Councilmember Braden stated that he and his family have suffered through this issue during the election. He was voted to protect the citizens of this community. He feels conducting the due diligence is the right thing to do since Gulf Power has not made any effort to negotiate in

good faith. He would support the decision to exercise their purchase option once they reach that point.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

2) Workshop on the Crosstown Connector and parking congruency

Councilmember Destin requested that the Council schedules a workshop to discuss the crosstown connector and parking congruency. He stated they have allocated funds to build the crosstown connector, but they have not had a workshop to fully discuss it. They need to analyze how this infrastructure would fit with any potential parking garages and other City facilities.

After some discussion, the Council asked the Interim City Manager to schedule the workshop within the next month.

G. Councilmember Morgan

1) Beach issues and code enforcement

Councilmember Morgan moved to direct the City's attorneys to draft an ordinance that would prohibit the roping off and possibly curtailing some of the signs on the beaches; seconded by Councilmember Destin.

The Mayor mentioned that Walton County is having a special meeting this coming weekend about customary use and a member of this Council of City staff should probably attend that meeting and bring back some information. He asked the Interim City Manager to look into it and obtain some information about this meeting.

Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

H. Mayor Gary Jarvis

Mayor Jarvis stated he was a huge supporter of the Town Center CRA when he got elected as Mayor. He is a believer that the Town Center CRA could become something more than it is now; and doing such things as moving the Destin Community Center in the middle of the district so that the Town Center actually becomes the central focal point for the community. He would like to have some discussions on this issue possibly the October/November time frame to include some discussions about the crosstown connector.

Mayor Jarvis stated that the City has a right-of-way that has power lines along it from Main Street to Commons Drive. There have been some discussions about creating paths big enough for biking, walking and possibly golf carts. He would also want this issue to be a part of their discussions this fall.

I. Land Use Attorney

1) Request direction from the City Council regarding inconsistency between the Destin Comprehensive Plan and Land Development Code zoning district

The Land Use Attorney asked for Council's authorization to have the City's attorneys to look at the comprehensive plan for any inconsistencies with the Land Development Code zonings districts and direct them to come back with a proposed ordinance.

Councilmember Braden moved to authorize the City's attorneys to review the comprehensive plan for any inconsistencies with the Land Development Code zoning districts and come back with a proposed ordinance; seconded by Councilmember Ramswell.

Councilmember Dixon noted that they hired Canine and Associates to perform this task.

According to the Land Use Attorney, they have some proposed LDC regulations that they prepared that they could bring before the Council; but, these proposed regulations may need additional work.

Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

J. City Attorney

1) Preliminary Draft of Purchase Option Resolution Gulf Power Franchise Agreement

The City Attorney stated he would bring back this proposed resolution on September 13th for the Council to vote on.

The City Attorney noted that the City's Finance Director Bragg Farmer has updated the City's Procurement Policy. This document consists of over a hundred pages. He asked for Council's authorization to send the document to the County and the Treasury Department for their review and approval to make sure it is CFR-2 compliant.

Councilmember Braden moved to allow the City Attorney and Finance Director to send the City's proposed Procurement Policy to the County and Treasury Department for their review before bringing it back to the City Council for approval. Councilmember Ramswell provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

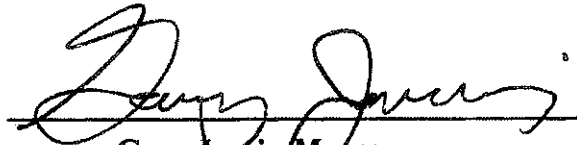
The City Attorney noted there was an interest a few months back about possibly updating the Sheriff's contract to include a deputy that would augment the City's code enforcement division. The Sheriff asked the City to provide them a scope of work so he could conduct some analysis for which to make a decision. He asked if the Council is interested in pursuing this initiative.

There was a consensus of the Council to place on the next meeting agenda a discussion regarding the possibility of amending the Sheriff's contract to include a deputy that would supplement the City's code enforcement officers.

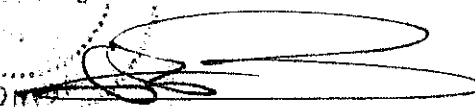
Having no further business at this time, the meeting was adjourned at 9:45 PM.

ADOPTED THIS 17TH DAY OF SEPTEMBER 2018

By:


Gary Jarvis, Mayor

ATTEST:


Rey Bailey, City Clerk

The following motions were made during the meeting:

Motion by Chairman Menchel to forward the presentation to City Council and have Mr. Deranian present it to them with Committee member Ramswell providing the second; the motion passes with a unanimous vote of 7-0.

Motion by Committee member Perman, seconded by Chairman Menchel to have Dolphin Street widening project be placed in the 5-year CIP program for funding; the motion passed with a unanimous vote of 6-0.

Motion by Chairman Menchel, seconded by Committee member Perman to recommend the installation of the silver reflectors at the crosswalks along Scenic Highway 98; the motion passes with a unanimous vote of 6-0.

**MINUTES OF THE
PUBLIC WORKS/SAFETY COMMITTEE MEETING
TUESDAY, AUGUST 14, 2018 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Chairman Menchel called the Public Works/Safety Committee to order on Tuesday, August 14, 2018 at 5:35 p.m.; which was followed by Pledge of Allegiance.

2. ROLL CALL:

Members Present

Steve Menchel
Anthony Ramswell
Kevin Schmidt
Sam Perman
Phil Jata
Tom Weidenhamer
Mike Parker

Staff

Kim Montgomery, Deputy City Clerk
Joe Bodi, Engineering Assistant

3. APPROVAL OF MINUTES: June 12, 2018

On a motion by Committee member Weidenhamer seconded by Committee member Perman; the members voted 7-0 to approve the June 12, 2018 minutes as written

4. NEW BUSINESS:

➤ **Code Enforcement Presentation - J. W. Mahone & Sharon Gardner**

The Chairman opened the hearing for the public to provide input prior to staff's presentation.

Mr. Darryl Shelton requested the disposition of cases be included in the information for each case when they are closed out on the website.

Marcie Bell spoke of a case located at 16 Gulf Breeze Ct. that was condemned by the city however; there is still someone residing in that building and asked what is being done.

The Chairman closed the public portion and welcomed Mr. John Mahone.

Mr. John (J.W.) Mahone provided the following information:

- Number of staff members – 5 total- 3 Officers, himself, and one Clerk.
- Hours of Operation - Mon – Friday, 8 a.m. to 5 p.m. However, during the 100-days of summer the Code Enforcement Officers rotate and work a 12-9 p.m. shift, Thurs – Saturday.
- Described their responsibilities and daily processes of investigating complaints.
- Described the Notice of Violation process from issuance to going before the Special Magistrate.

- Described the Special Magistrate process when the violator does not comply with the Code.

Committee member Schmidt inquired about the website for cases that Mr. Shelton spoke of.

According to Mrs. Gardner, Code Enforcement Clerk, the page is the Citizen Serve page and she was not aware that the disposition of the case did not show up and would rectify that, if possible, with the IT Department.

According to the Chairman, he wants it understood that he asked the Code Enforcement Department to attend the meeting so that they could understand the protocol for the department and he generally requests this presentation by all departments. Explaining further that it gives the members a chance to ask staff any questions they may have and this was not based on any problems with the Department; just an update so the public can understand their process as well.

Committee member Perman asked if they are more mobile or in the office. According to J.W. they are both. Explaining that in the morning and in the afternoon they are mostly in their offices and the rest of the time they are out in the field; unless there is a need to be in the office to meet with members of the public or handle any situations that may have arisen.

Committee member Ramswell made the following observations:

- Have someone posted on the beach on an ATV each day during the 100-days of summers when there is an issue they can get to the problem quickly.
 - J.W. explained that they have a part time Recreation Department staff that works the beach and helps them in the summer months and the city does have an ATV that they use.
- Have a dedicated phone number posted on the beach accesses that the citizens can easily locate when there are issues that come up as opposed to them having to access the website to try to find the contact number.
- Suggested Code Enforcement should be its own department separate from the Community Development Department.

Committee member Weidenhamer spoke of the article that was in The Destin Log regarding the instrument that determines the ECL line and asked why markers could not be placed on the beach to help define the line between public and private property.

According to the Interim City Manager, senior staff is working on the issue and is waiting to hear from the State if that is something the city could do legally. Noting that the instrument pinpoints the general location and not the actual line; adding that it's not quite as easy as it may seem.

The Chairman asked the following questions:

- What is their day like
 - J.W. explained each Code Enforcement Officer is assigned zones in city however, if something comes up and they need assistance then he contacts Sharon to bring in another officer.
- Is the beach a separate zone
 - No, but as mentioned earlier, there is someone in Parks & Recreation that assists with beach issues. As well as all other departments in the city all work together to help out whatever the issues are.
- Asked the procedure is for afterhours situations.

- J.W. explained that most after hour calls are handled by the Sheriff's Dept. However, the On Call officer as well as everyone else has their desk phone number forwarded to their cell phone so any message left on their voicemail is automatically sent to them in an email that they can access as soon as it comes in.

The Chairman thanked the Code Enforcement Staff for their informative information.

➤ **Crystal Beach Pedestrian Traffic Presentation – Steve Deranian**

Mr. Deranian explained that there are 6-public Beach Accesses in the Crystal Beach neighborhood and explained how many people are crossing Scenic Highway 98 all along the roadway and spoke of many accidents where people are hit by cars. He spoke of an experiment that he conducted on a Sunday between 6 a.m. to 6 p.m. on a non-holiday weekend and counted 1,540 people traversing north and south in both direction across the roadway. He suggests within the Crystal Beach area, the city erect beach access directional signs for directing and funneling foot traffic towards the streets that end at Scenic Highway 98 at or adjacent to the 6-beach accesses. Explaining his reasoning is in an attempt to get the people safely to the pedestrian crosswalks at the beach accesses instead of people just crossing anywhere, as they now do, to lessen the chances of accidents.

He then provided a presentation with a series of pictures showing the members his idea of where the beach access directional signs could be installed and an example of what they could look like. He spoke of how most people that come here for vacation are not familiar with the area and when walking towards the beach; they typically would follow the directional signs.

The Chairman asked Mr. Deranian if he knew exactly what day he conducted his experiment and what street. According to Mr. Deranian, he conducted it on the weekend after July 4th strictly on Cobia Street.

Committee member Schmidt asked if there are crosswalks at all beach accesses. According to Mr. Deranian, there are and his immediate concern was to find a way to funnel the pedestrian traffic safely to those crosswalks. He mentioned also that this is just an example and the plan could be tweaked to add more signs to additional locations such as Destiny or to the west down near Henderson.

Committee member Perman thanked Mr. Deranian and complimented his presentation mentioning that a lot of people who come down are in a vacation state of mind and are not exactly paying attention to their surroundings and feels that the signs would definitely help.

Motion by Chairman Menchel to forward the presentation to City Council and have Mr. Deranian present it to them with Committee member Ramswell providing the second. The motion passes with a unanimous vote of 7-0.

5. OLD BUSINESS:

➤ **Tracking Spreadsheet**

The Chairman covered the following items on the tracking sheet.

Pending:

- 16-06-Crab Trap – No Change all lights but one are functioning
- 16-09-FDOT Representative attend a yearly meeting – No success so far since 2016
- 16-18-Airport Road Improvements – Ongoing, waiting for the funding from FDOT
- 17-03-Dolphin Street Speeding Concerns – Traffic Stealth Study July/August
- 17-04-Traffic Light Covers – Pending the 3R Project Improvements – Committee member

Ramswell stated that he is the one that suggested this bit that they are needed all the way down Highway 98

16-02-98/Main Street CVS – Pending the 3R Project Improvements

16-12-Indian Bayou Trail/98 – Pending and a work in progress - Hwy 98 widening project

16-13-Shared information from other committees – Pending and a work in progress

➤ **Dolphin Street – Major Brown**

The Chairman spoke of the recurring speeding problems on this roadway and how a Traffic Stealth Study was scheduled for the summer months however, the machine is now broken and the study cannot be conducted. According to Mr. Bodi, he is still in contact with the Sheriff's Department and will get the machine if it's repaired before the end of summer. He then suggested that they make a recommendation to have Dolphin Street placed in the Capital Improvement Program.

Motion by Committee member Perman, seconded by Chairman Menchel to have Dolphin Street widening project be placed in the 5-year CIP program for funding; the motion passed with a unanimous vote of 7-0.

Committee member Schmidt asked if there is an option where they can recommend to the City Council to have the stop sign installed out where Major Brown requested one to be installed. And suggested that one be installed without the warrant study.

The Chairman asked what steps need to be taken by the City. According to Mr. Bodi, a warrant study has to be performed from the northbound and southbound sides of Dolphin Street as well as the east and west traffic for John Avenue. Adding that they all have to have the same amount of traffic on them and that the city would not install the stop sign without the warrant study.

The Chairman suggested as an alternative to have a series of RPM's installed in that one area of concern to at least slow the traffic down until the road improvements are funded and it is reconstructed.

**** Committee member Jata left the meeting at 6:35 p.m. ****

The Chairman provided the members with pictures he took of crosswalks along Scenic 98 in Walton County that have silver reflectors installed and spoke how bright they were in the middle of the day and feels that the crosswalks in Destin should have the same to enhance the safety of the pedestrian crosswalks.

Motion by Chairman Menchel, seconded by Committee member Perman to recommend the installation of the silver reflectors at the crosswalks along Scenic Highway 98. A roll call vote of 6-0 was taken and the motion passes unanimously. Committee member Jata was not present for the vote.

➤ **Bicycle Sub Committee: Nothing to Report**

➤ **Okaloosa County Sheriff's Report**

The Chairman pointed out that they have not had this report in some time and are not able to make a comparison however, there were a large number of traffic crashed in the month of July.

➤ **Committee Member Reports:**

- **Committee member Ramswell** – Commended the results of the multiuse pathway installed along Indian Bayou Trail.
- **Committee member Perman** – Spoke of the traffic backup problem that the parking fees at the Emerald Grande has caused this summer and how something needs to be done to improve the process.
- **Committee member Parker** – Agreed that there has to be something to improve the problem as well.
- **Committee member Schmidt** – Thanked staff for the quick results of all of the work orders that he submits and how quickly they are accomplished.
- **Chairman Menchel** – Praised how well Committee member Schmidt has taken up the task of his responsibilities being somewhat new to the committee. He then stated that he blames FDOT for the traffic problems at the Emerald Grande and how they should have never been approved the project without a dedicated right turn lane into the property. He also spoke of the traffic problems at Highways 293 and 98. He explained that solution is to have a deputy detailed at those traffic light control boxes during the 100-days of summer to help move the traffic more consistently and spoke of how he understands it's not a city responsibility but it should be conveyed to the TDD.

➤ **Public Comments:**

Marcie Bell provided the following observations:

- Pothole patch at Gulf Shore Drive and Durango has failed and needs repaired
- Compared the Toll Plaza's cash only backups to the similar problem at the Emerald Grande and suggested the use of Square for the parking fees

Ronda Dossey praised J.W. for his and the Code Enforcement Department's hard work in the Crystal Beach area. She then stated that she lives on Dolphin Street and asked how much property she would lose with the widening project they recommended. The Engineering Assistant explained to her that first of all, it has not been designed and secondly, it would not be outside the city right-of-way and she should not lose any property.

The Chairman spoke of his concern of the little 3-wheeler scooters that are being operated on the roadways and feels that the city needs to coordinate with Walton County to find out what kind of operation safety guidelines are given to the renters.

➤ **Public Services Monthly Services Report**

Committee member Schmidt questioned what the work is that is being done to the empty lot on Siebert Ave next to the cemetery. Mr. Bodi explained that the lot is being cleared for another pay-to-park lot.

➤ **Interim City Manager Input**

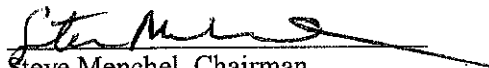
Mr. Johnson thanked the members and the comments from the audience for their informative discussions and ideas. In regards to the pedestrian beach access signs, he explained that the city is

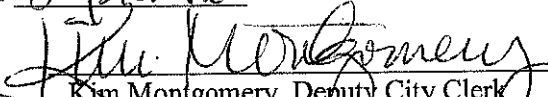
working on a wayfinding signage program.

The Chairman asked if there is any plans to improve upon the pay-to-park program. According to Mr. Johnson, he hopes the program will improve in time to something similar to what is used in Gatlinburg, TN with arms and paying one set fee for no matter how long the parking space is needed.

Having no further business at this time, the meeting adjourned at 6:25 p.m.

Adopted and approved this 16th day of September 2018.


Steve Menchel, Chairman


Kim Montgomery, Deputy City Clerk

- Motion by Committee member Weidenhamer to recommend City Council direct staff to conduct meetings with the two participants to see if there can be some compromise on sign design and bring back at the next PWPS meeting; with Committee member Parker providing the second. After a discussion, Committee member Weidenhamer amended his motion to have direction brought back to them by the January meeting. The motion passed with a vote of 3-1 with Committee member Schmidt voting no.
- Committee member Weidenhamer made the motion to recommend City Council direct staff to investigate informational signs to post at crosswalks informing pedestrians to stop and look left and right first before crossing. Committee member Schmidt provided the second. A roll call vote of 4-0 was taken and the motion passed unanimously.

**MINUTES OF THE
PUBLIC WORKS/SAFETY COMMITTEE MEETING
TUESDAY, NOVEMBER 13, 2018 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Vice Chairman Ramswell called the Public Works/Safety Committee to order on Tuesday, November 13, 2018 at 5:30 p.m.; which was followed by Pledge of Allegiance.

2. ROLL CALL:

Members Present

Anthony Ramswell
Kevin Schmidt
Tom Weidenhamer
Mike Parker

Members Absent

Steve Menchel
Phil Jata
Sam Perman

Staff

Kim Montgomery, Deputy City Clerk
Joe Bodi, Engineering Assistant

3. APPROVAL OF MINUTES: September 11, 2018

On a motion by Committee member Weidenhamer seconded by Committee member Schmidt; the members voted 4-0 to approve the September 11, 2018 minutes as written

4. OLD BUSINESS:

➤ **Pedestrian Directional Signage in Crystal Beach**

Mr. John Madden of 91 Pompano Street approached the dais and informed the members that he and several homeowners in Crystal Beach are not in favor of having the 27 proposed directional beach accesses signs installed as proposed by Mr. Deranian for Cobia Street and Luke Avenue.

Committee member Schmidt thanked Mr. Madden but explained the primary goal of the signage is to safely direct/funnel tourist that are not familiar with Crystal Beach safely from their rentals to the beach accesses.

Mr. Madden stated feels that if signage is going to be installed, then they should be on Cobia Street, directing people towards Scenic 98 or just have them installed on Scenic 98. He spoke of the concern about the signs causing an increase of traffic on their residential roads. Mainly that they may make people assume there is parking available at the beach accesses when there is not.

Mr. Deranian explained that he addressed this as a holistic approach for all of Crystal Beach and the roads that feed into Scenic Highway 98. He explained he chose Pompano because of the route the public busses take comes through Luke and Pompano and drops people off at the beach access on Scenic 98, then turns around and then goes back the same direction. He spoke of the reasoning behind his plan was not to increase the traffic on any of the roads in Crystal Beach. It was meant to provide clear direction for foot traffic on how to safely walk towards the necessary streets that connect to the beach

- Motion by Committee member Weidenhamer to recommend City Council direct staff to conduct meetings with the two participants to see if there can be some compromise on sign design and bring back at the next PWPS meeting; with Committee member Parker providing the second. After a discussion, Committee member Weidenhamer amended his motion to have direction brought back to them by the January meeting. The motion passed with a vote of 3-1 with Committee member Schmidt voting no.
- Committee member Weidenhamer made the motion to recommend City Council direct staff to investigate informational signs to post at crosswalks informing pedestrians to stop and look left and right first before crossing. Committee member Schmidt provided the second. A roll call vote of 4-0 was taken and the motion passed unanimously.

accesses on Scenic Hwy. 98. Mr. Deranian pointed out that just having signage on Scenic 98 is not going to help the current problem of people walking in all directions; as it is now.

The Vice Chairman suggested to both gentlemen that they should get together and discuss the plan and come to some kind of compromise that they can then present to City Council as an alternative to the 27 signs originally proposed.

Mr. Madden spoke of not being able to speak at the City Council meeting with their concerns at the time this was presented to Council and which is why it is back before them again.

The Engineering Assistant suggested possibly some smaller signage that can be made to not be as intrusive as the ones that are proposed. He also suggested to the committee to make a recommendation to direct staff to review the initiative, particularly once a new City Engineer is hired, to review and make suggestions to a plan that will work for everyone. He also suggested possibly having a public charrette workshop or two for public input before going back to City Council for their final approval.

Committee member Weidenhamer suggested making the signage more appropriate towards directing pedestrian traffic safely to the beach crosswalks and not necessarily the beach accesses. He also stated that he doesn't feel they need to wait until a City Engineer is hired to come up with a solution.

Mr. Bob Shield, 89 Pompano stated that relatively, the most of the pedestrians will be coming from Cobia Street. He feels there should be a way to just direct the pedestrians to Scenic 98 without increasing the amount of vehicular traffic, that that is what needs to be done.

Committee member Parker suggested a compromise to reduce the number of signs by half.

The Vice Chairman suggested painting the sidewalks instead of signs; similar to what is done in European countries.

Mr. James Mitchell, 70 Cobia Street suggested directional signs simply stating, "Pedestrian Beach Access."

The Vice Chairman suggested that they also need to factor in where to place them as well. He suggested to the Committee members that they should go out and walk the area and come back with suggested locations for the signs at their next meeting to discuss.

Mrs. Renee Deranian, 72 Cobia Street explained that with living in the Villages of Crystal Beach, on a daily basis, they witness numerous amounts of people walking towards the beach and a majority of people; just walk right out onto Scenic Highway 98 crossing anywhere to get to the beach. She argued how they should not delay this any longer by having to meet several more times for signage; which is meant for public safety. She spoke of how this has already been presented to Council and they have given

- Motion by Committee member Weidenhamer to recommend City Council direct staff to conduct meetings with the two participants to see if there can be some compromise on sign design and bring back at the next PWPS meeting; with Committee member Parker providing the second. After a discussion, Committee member Weidenhamer amended his motion to have direction brought back to them by the January meeting. The motion passed with a vote of 3-1 with Committee member Schmidt voting no.
- Committee member Weidenhamer made the motion to recommend City Council direct staff to investigate informational signs to post at crosswalks informing pedestrians to stop and look left and right first before crossing. Committee member Schmidt provided the second. A roll call vote of 4-0 was taken and the motion passed unanimously.

staff direction to have the signage installed in the various locations in Crystal Beach and can't see delaying it any longer.

Motion by Committee member Weidenhamer to recommend City Council direct staff to conduct meetings with the two participants to see if there can be some compromise on sign design and bring back at the next PWPS meeting; with Committee member Parker providing the second. In discussion, Committee member Schmidt stated that he would like to find out what happened when this was presented to Council to cause this opposition against the signage. He suggested tabling the subject until they can be provided with more information prior to making a decision. There was a discussion about the timeline of getting this back to Council and this committee again; including the delays with the holidays coming up. **Committee member Weidenhamer amended his motion to have direction brought back to them by the January meeting.** He then pointed out to the members of the audience that this is a matter of coming to an agreement for the appropriate amount of signs and their necessary size to help direct the pedestrian and not cause an increase of vehicular traffic. **The motion passed with a vote of 3-1 with Committee member Schmidt voting no.**

➤ **Pedestrian Crosswalk Stop Signs in Destiny Subdivision**

The Engineering Assistant explained reduced sized stop signs at crosswalks in Destiny Subdivision were a request to be installed by Committee member Perman. He explained and after a few were installed as a trial pilot program, it was determined that since stop signs are regulatory in nature; there would have to be an ordinance in place. Therefore, staff is asking for direction from the committee if they would like to continue to keep them up.

Committee member Weidenhamer made the motion to recommend City Council direct staff to investigate informational signs to post at crosswalks informing pedestrians to stop and look left and right first before crossing. Committee member Schmidt provided the second. A roll call vote of 4-0 was taken and the motion passed unanimously.

➤ **Annual Report & Work Plans**

The Engineering Assistant explained that Chairman Menchel has been working on these but with him being out from surgery, there is nothing new to present at this time.

5. CONTINUING BUSINESS:

- **Okaloosa County Sheriff's Report**
 - No report for this meeting
- **Tracking Spreadsheet**
 - No report for this meeting
- **Bicycle Sub Committee:**
 - Nothing new to Report

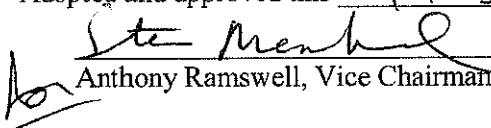
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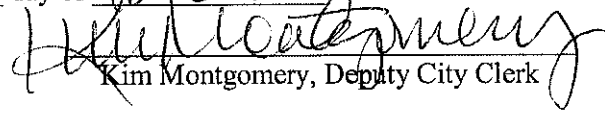
➤ **Committee Member Reports:**

- **Committee member Schmidt** – Stated that this was his first time attending the open house and praised how great it was presented. He then asked for any update on the Code Enforcement Manager position. According to the Engineering Assistant, Mr. Joey Forgione was rehired as the Code Compliance Manager, which is now its own Department under the City Manager's direction. He also mentioned there is a blinking arrow on Emerald Coast Parkway, for the widening project, which warns the traffic that the lane right lane ends. However, where it's located, the lane doesn't really end because of the right turn lane onto Matthew Blvd. He feels that the arrow needs to be moved back more towards where lane actually ends and not at the turn lane, which is causing confusion. The Engineering stated that he would get with the FDOT representative, Mr. Mike Ward to discuss.
- **Vice Chairman Ramswell** – Reported several lights out along Commons Drive near the Sports Complex. The Engineering Assistant stated that staff is aware and is working on trying to get the necessary parts. The Vice Chairman also mentioned that the light on the new multimodal path extension on Indian Bayou Trail is still out and the number on the light pole is P393665. He also spoke of the new area where lanes were changed over with the road widening construction and how the other day someone was driving in the wrong direction.

Having no further business at this time, the meeting adjourned at 6:50 p.m.

Adopted and approved this 11th day of December, 2018.


Anthony Ramswell, Vice Chairman


Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Councilmember Marler

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Councilmember Destin

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Councilmember Morgan

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 4, 2019

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Mayor Gary Jarvis

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None