

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

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

CALL TO ORDER

*** INVOCATION**

PLEDGE OF ALLEGIANCE

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

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

A. Proclamation - National Safe Boating Week

2. PUBLIC COMMENTS (Section 5 - Public Hearings has separate public comments time for these items) (Note: Individual speakers will be limited to 3 minutes. At the discretion of the mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)

3. * CONSENT AGENDA**

A. Flood Protection/Mitigation Report for 2023-2024, CRS requirement

B. Continuing Service Provider – Architectural RFQ 23-09-ENG

C. Resolution 24-07, Adoption of Statewide Mutual Aid Agreement

D. 510 Vera Cruz Drive, Residential Marine Construction, HWB-001361-2024

E. Approval of minutes of April 1, 2024, Regular City Council Meeting

F. Approval of minutes of March 18, 2024 Regular City Council Meeting

4. CITY MANAGER REPORTS

A. Dolphin Point- Hold Harmless and Maintenance Agreement

(April 15, 2024 Motion: Councilmember Stephens moved for the City Manager to work with the applicant and staff to move forward to permit the project for the removal of the public parking spaces, and to include an agreement for installation and maintenance in perpetuity and bring it back for the council's approval at the next meeting. Motion seconded by Councilmember Hebert and passed 7-0).

B. Mobility Plan - Project Priority List

(February 20, 2024 Motion: Councilmember Destin moved to direct staff to schedule a council workshop within the next 6 weeks to obtain feedback from the public on the proposed priority list of projects and to get the Public Works/Safety Committee's opinion with regard to the list. Motion seconded by Councilmember Bagby and passed 6-0).

C. Cross-Town Connector Contract Amendment

(April 15, 2024, motion: Councilmember Bagby moved to direct the City Manager to have staff move forward with PD&E re-evaluation option B, and for the city's Finance Director

to bring back proposed funding sources for the \$110,000 change order with Atkins Engineering. Motion seconded by Councilmember Stephens and passed 7-0).

- D. Quarterly Investment Report - For Informational Only
- E. Announcements

5. PUBLIC HEARINGS

- A. First reading of Ordinance 24-01-LC, Amending 8.01.00 of the Land Development Code, "Right of Way Protection."
- B. First reading of Ordinance 24-02-CC creating Section 18-21 of the Code of Ordinances, "Protection of Public Right-of-Way During Permitted Construction Activity."

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

- A. Councilmember Stephens
 - 1) Membership Appointment - Local Planning Agency - Larry Cowser
 - 2) Consensus on the Legislative Sponsor for Livery Ordinance Updates
 - 3) Livery vessel definition/ordinance amendments
 - 4) Mooring Harbor
- B. Councilmember Geile
 - 1) Project updates/status
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
 - 1) Membership Appointment - Town Center CRA Advisory Committee - Marlaine Scanlan
- G. Councilmember Schmidt
- H. Mayor Wagner
- I. City Attorney
 - 1) Waiver for any potential conflict of interest.
 - 2) A call for an executive session to be held on May 20, 2024, at 5:30 PM, in the City Hall Annex Council Chamber, in the following case:
Enclave Community Property Association, Inc. vs. City of Destin, Case Number 2023-CA-003150, in the First Judicial Circuit, in and for Okaloosa, County, Florida.
 - 3) City Manager Contract

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

8. ADJOURN

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

Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.

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

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

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

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

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



City of Destin

Proclamation

National Safe Boating Week

Whereas, for over 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling, and fishing; and

Whereas, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

Whereas, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

Whereas, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year; and

Whereas, safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 75 percent of boating fatalities; and

Whereas, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

Whereas, through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season; and

Whereas, during National Safe Boating Week, the U.S. Coast Guard, and the National Safe Boating Council, along with federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly; and

NOW THEREFORE, I, Bobby Wagner, as Mayor, and on behalf of the City Council, do hereby support the goals of the Safe Boating Campaign and proclaim May 18-24, 2024, as **National Safe Boating Week** and the start of the year-round effort to promote safe boating.

SO DONE, THIS 6TH DAY OF MAY 2024
BY:

Bobby Wagner

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 6, 2024**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.A.

TO: City Council

THRU: Louis Zunguze, Interim City Manager

FROM: Michael Burgess, Public Services Director

DATE: 04/26/2024

SUBJECT: Flood Protection/Mitigation Report for 2023-2024, CRS requirement

I. BACKGROUND: The City of Destin participates in the Community Rating System (CRS), a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program. In CRS communities, flood insurance premiums are discounted to reflect the reduced flood risk resulting from the community's efforts that address three goals of the program: the reduction and avoidance of damage to insurable properties, the strengthening and support of the insurance aspects of the National Flood Insurance Program, and to foster comprehensive floodplain management.

II. DISCUSSION: Under Activity 510 of the CRS Program, and as an annual requirement for recertification, a presentation or report must be provided to the governing body, a press release prepared and distributed to the media and the public. This report, with its incorporated press release, fulfills these requirements.

ATT1, our 2023-2024 Annual Report, is included in the agenda item as an attachment.

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

II. Enhanced Quality of Life and Safety for Families

III. Economic Development and Revitalization

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

VI. A Green and Sustainable Environment

B. Effect on Budget (EOB): No effect.

C. Level of Service (LOS): Maintenance of the City's designation of a Class 6 CRS community. This update is provided in satisfaction of CRS requirements.

D. Legislative Sponsor:

III. CONCLUSION: This is an annual report on the status of the City's Floodplain Management Program.

IV. RECOMMENDED MOTION: I move that the City Council accept the 2023-2024 Floodplain Management Annual Update.

Attachments:

1. ATT1: Destin Activity 510 Floodplain Management Planning 2023 2024 report



Public Works Department

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-6869 | www.cityofdestin.com

Date: April 25, 2024

To: Sarah VanSchoick, CRS Resource Specialist -Verisk

From Michael Burgess, CFM – Director of Public Works & Emergency Manager

Re: Activity 510, Flood Management Planning

Ms. VanSchoick:

The following was provided to the community as a press release and serves as our 2023-2024 Activity 510 Progress Report.

Destin continues to provide Flood Protection to Properties through Planning and Capital Improvement

Destin, FL. – Annually, the City of Destin provides an update to the Federal Emergency Management Agency (FEMA) on the progress made in mitigating flood losses through the planning and construction of stormwater management projects. This update also complies with the requirements for the National Flood Insurance Program Community Rating System.

Due to the proximity to the Gulf of Mexico, Destin is prone to significant rainfall events that impact the overall number of repetitive loss properties. Typically, these events vary from typical thunderstorms that bring 1”- 3” of rain to local flood events that bring excess of 6” of rain during an event, as well as tropical storms and hurricanes. In recent years, the City has focused on identifying and remediating repetitive loss areas that correlate with the city’s Local Mitigation Strategy (LMS). This strategy has proven to be successful given the recent number of substantial stormwater and flood control projects that have been completed. The following is a list of stormwater mitigation projects completed in the last twelve months.

- Cleaning and Maintenance of four stormwater treatment units (hydrodynamic separators) that discharge into Destin Harbor. **STATUS: Completed March-April 2024.**
- Completion of five stormwater improvement projects (corrugated metal pipe replacement) – **STATUS: Completed Fall 2023**
- Installation of swales along Airport Road at Cedar – **STATUS: Completed August 2023**
- Installation of swales along Gulf Shore Drive – **STATUS: Completed Late 2023**
- Installation of Sibert Ave swale – **STATUS: Completed March 2024**
- Installation of Juanita Ave swales – **STATUS: Completed February 2024**
- Installation of Country Club Drive West swale – **STATUS: Completed April 2024**

- Installation of a pump-out conduit for Four-Prong Lake (closed basin) – **STATUS: Winter 2024**
- Update to and long-range project planning per the City's Comprehensive Stormwater Master Plan. **STATUS: In process.**
- Update to the City's Land Development Code as it pertains to floodplain management, stormwater management, and water quality. **STATUS: In process.**

If you have any questions, please feel free to call Michael Burgess, Public Works Director, at 850-837-6869, or via email at mburgess@cityofdestin.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael G. Burgess', with a stylized flourish at the end.

Michael G. Burgess MS, PH, CPWP-M, CSM, CFM
Director of Public Works & Emergency Management
City of Destin, FL

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 6, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 3.B.

TO: City Council

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

FROM: Ryan Scott, City Engineer
Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: April 29, 2024

SUBJECT: Continuing Service Provider – Architectural RFQ 23-09-ENG

I. BACKGROUND: The City has a need for architectural services. Staff is proposing to establish a continuing services contract for architectural needs for various required facility remodels and some new projects.

II. DISCUSSION: RFQ 23-09-CD was released on October 24, 2023, and the bid opening was on November 30, 2023.

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

II. Enhanced quality of life and safety for families.

III. Economic development and revitalization.

IV. Effective, efficient and aesthetically pleasing infrastructure.

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): Improved services to the citizens.

D. Legislative Sponsor:

III. CONCLUSION: The Bid Committee met on December 21, 2023, and scored the three firms as follows:

- DAG = 288
- STOA = 275
- Florida Architectural = 239

The Bid Committee met again on April 4, 2024, and made a recommendation to City Council to move forward on negotiations with DAG with the second choice being STOA if DAG negotiations fail.

IV. RECOMMENDED MOTION: I move to have the City Manager and City Attorney negotiate a Continuing Service Contract with DAG Architects and bring back the agreement to a future City Council meeting.

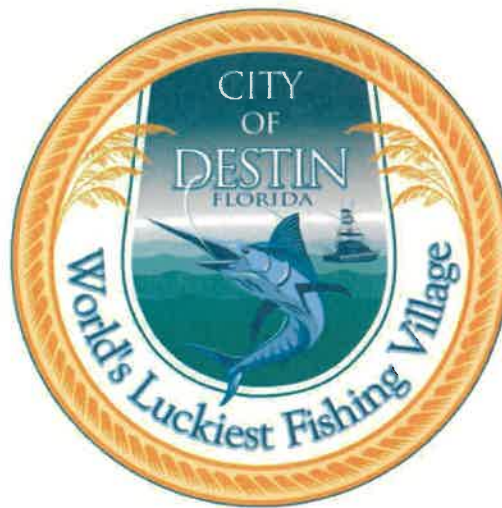
Attachments:

1. Architectural Professional Consulting Svcs.
2. RFQ 23-09-ENG - Architectural Scoresheet combined
3. DAG Architects
4. STOA Architects - RFQ NO. 23-09-CD
5. FLA Architects - RFQ 23-09-CD, A&P Pro. Consulting Svcs.

**REQUEST FOR QUALIFICATIONS
(RFQ)
ARCHITECTURAL AND
PROFESSIONAL CONSULTING SERVICES**

RFQ No. 23-09-CD

**RFQ DUE DATE: November 30, 2023 2:00 P.M. CST
4200 Indian Bayou Trail
Destin, FL 32541**



City of Destin, Florida

October 24, 2023



Lance A. Johnson, City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

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**REQUEST FOR QUALIFICATIONS
ARCHITECTUAL AND
PROFESSIONAL CONSULTING SERVICES
RFQ No. 23-09-CD**

Sealed Requests for Qualifications (RFQs) will be received in City Clerk's Office, City of Destin, 4200 Indian Bayou Trail, Destin, FL 32541 on or by: **Thursday November 30, 2023, Not Later Than 2:00 P.M. (CT).**

RFQ's will be opened in: **4200 Indian Bayou Trail, Destin, FL 32541
CITY HALL BOARD ROOM**

One (1) original, so designated, nine (9) copies (total of ten (10) submissions) and one digital (USB only) copy of the response shall be submitted in a sealed package clearly marked on the outside: "RFQ No. 23-09-CD, "ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES FOR THE CITY OF DESTIN" and addressed to: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

All RFQ's will be publicly opened and only the names of the Respondents will be disclosed. RFQ's received after the assigned date and time will NOT be considered.

ATTENTION ALL INTERESTED RESPONDENTS:

Prospective respondents should contact the City Clerk's Office to obtain either an electronic or paper version of the bid documents by calling 850-837-4242 or e-mail: clerk@cityofdestin.com

Any questions relative to any item or portion(s) of this solicitation should be directed to the City Clerk's Office, 850-837-4242 with Office Hours: Monday – Friday, 8:00 A.M. to 5:00 P.M. or email at clerk@cityofdestin.com

CITY OF DESTIN

LANCE A. JOHNSON
CITY MANAGER

**NOTICE TO PROPOSERS
(Advertisement)**

The City of Destin, Florida (City), is currently seeking sealed submittals for "Architectural and Professional Consulting Services for City of Destin." The firm with the successful proposal shall be required to supply the City with copies of its current Liability Insurance and Workmen's Compensation coverage. Proposals must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked "**RFQ No. 23-09-CD , "ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES FOR THE CITY OF DESTIN"**", along with the name, return address and telephone number of the firm submitting the proposal, no later than 2:00 p.m. Central Time, on Thursday November 30, 2023 at which time they will be opened and identified aloud. The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to accept the Proposal(s) or take any other actions deemed by the City to be in the City's best interest.

Lance A. Johnson
City Manager

SECTION 1 –SCOPE OF SERVICES AND GENERAL INFORMATION

1.1 SUMMARY OF THE SCOPE OF SERVICES:

The City of Destin, Florida (the "City" or "Destin") pursuant to section 287.055, Florida Statutes, "Consultants' Competitive Negotiations Act", is seeking Professional Architectural and Professional Consulting firms to enter into a "continuing contract" to provide various Architectural and Professional consulting services for the City and shall include but is not limited to all forms of architectural/structural/landscape architectural consulting services.

The intent of this RFQ is to acquire a broad range of Architectural and Professional Consulting Services for the City based on the definition of "Continuing Contract" in section 287.055(2)(g), Florida Statutes.

The terms "Consultant" and "Respondent" shall mean the firm submitting for this RFQ and will be used interchangeably in this solicitation.

1.2 NO CONTACT CLAUSE

All prospective Respondents are hereby instructed NOT to contact any member of the City of Destin City Council, the City Manager, or City of Destin staff member other than the authorized city contact person identified in this RFQ, or the City's designated procurement staff member, regarding this solicitation package, or the Respondent's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact may be cause for rejection of your submittal.

1.3 TERM OF THE SERVICE

This contract between the City and Consultant will be a **five (5) year contract with five (5) one-year extensions for a total of ten (10) year continuous contract.**

A termination clause in the contract will allow either the City or the selected Consultant to terminate with proper notice, which shall be further and specifically defined in the contract between the City and Consultant.

The selected Consultant shall be required to assume responsibility for all services offered in their proposal. The selected Consultant will designate a sole point of contact concerning contractual matters including payment of any charges resulting from the contract.

The resulting contract shall provide for the issuance of individual Task Orders based on specific scopes of work. Task Orders will be individually negotiated based on a "Fee Schedule" and any additional negotiated services required within the scope of work.

These negotiations will conform to the Florida Consultants Competitive Negotiation Act ("CCNA"), Section 287.055, Florida Statutes, City rules, regulations, and policies, as well as all other applicable laws and regulations. Once these fixed hourly costs are negotiated and the contracts signed, each project will be negotiated relative to the number of hours required by each position to accomplish the scope of services. The consulting services

costs will be based on time and expenses with a not to exceed limit based on the negotiated hours and expenses or a fixed lump sum fee. The results of this negotiation will result in a Task Order for the miscellaneous project. The City's standard form of consulting agreement will be utilized with appropriate changes and modifications for each specific circumstance.

The selected Consultant shall be required to assume responsibility for all services offered in his proposal. The selected Consultant will be the sole point of contact concerning contractual matters including payment of any charges resulting from the contract.

Payment schedule and basis for payment will be negotiated but will be based upon documented work completed satisfactorily.

1.4 SCOPE OF SERVICES TO BE PERFORMED:

The City, pursuant to section 287.055, Florida Statutes, "Consultants Competitive Negotiations Act", is seeking professional consulting firms to enter into a "continuing contract" to provide various Architectural and Professional consulting services for the City and shall include but is not limited to all forms of architectural/structural/landscape architectural consulting services.

The intent of this RFQ is to acquire a broad range of architectural and professional consulting services for the City of Destin based on the definition of "Continuing Contract" in Section 287.055, Florida Statutes. The CCNA defines "professional services", and "continuing contract" as follows:

- (a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Section 287.055(2)(a), Florida Statutes:

And,

- (g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

Section 287.055(2)(g), Florida Statutes:

The Architectural and Professional Consulting Services sought may include, but are not limited to:

- Provide architectural consultation, design and on-site services
- Provide structural engineering consultation, design and on-site services
- Provide landscape architectural consultation, design and on-site services
- Provide recommendations on pre-construction of new or existing buildings
- Evaluate need for and architectural, structural engineering options
- Provide architectural and structural engineering services on existing or potential construction
- Provide structural engineering services on existing building foundations, retaining walls, and other structures or facilities
- Provide structural engineering services for potential hazardous situations such as erosion and post storm damage
- Assessments of structures and preparation of master plans with repair and replacement recommendations.

Tasks may include: studies; surveys; design; preparation of plans and cost estimates; specifications and contract documents; conducting public information meetings; obtaining necessary federal, state and local governmental agency permits; building/construction inspections; Development Order submittals, construction management; contract administration; project completion certifications and as-built surveys; presentations to the City Council, other advisory boards, and the general public and acquiring grants and loans from federal agencies or other applicable sources of funding as directed by the City.

Services of the Consultant shall be under the general direction of the Community Development Director or his designee, and/or the City Manager's designee, who shall act as the City's representative(s) during the performance of the scope of services.

SECTION 2 – INSTRUCTION TO RESPONDENTS

- A. The City will accept RFQ responses until **November 30, 2023 at 2:00 P.M. (CT)** at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFQ NO. 23-09-CD Architectural and Professional Consulting Services.**
- B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the Respondent to have their RFQ submittal **delivered to the City Clerk's Office** for receipt on or before the above stated time and date. RFQ responses which arrive after the above stated deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the Respondent's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFQ and prior to the award being made.
- C. All RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **November 30, 2023 no later than 2:00 P.M. (CT)**. All Respondents or their representatives are invited to be present. The City Hall Boardroom is located in City Hall, 4200 Indian Bayou Trail Destin, FL. 32541.
- D. Respondents may request information or clarification regarding the RFQ in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. The City will not accept requests for information or clarification that are propounded seven (7) days or fewer prior to the submittal deadline.

- E. If any addendum(s) are issued to this RFQ, the City will attempt to notify all prospective respondents. It shall be the responsibility of each Respondent, prior to submitting the RFQ response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFQ response.
- F. **One (1) original, so designated, nine (9) copies (total of ten (10) submissions), and one digital (USB Only) copy** of the RFQ responses shall be submitted in a sealed package clearly marked on the outside **"RFQ NO. 23-09-CD Architectural and Professional Consulting Services"** and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.
- G. Responses shall clearly indicate the legal name, address and telephone number of the Respondent. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Respondent to the submitted RFQ. Respondents must include their Federal I.D. number on their RFQ submittal.
- H. All expenses for making RFQ responses to the City shall be borne by the Respondent.
- I. Responses shall be evaluated by the City's Bid Committee based on all information submitted, ranking of the respondents will be generated according to evaluation criteria listed within this document. Refer to Section 4 of this RFQ for evaluation criteria. The top two ranked respondents (top ranked and first alternate) will be submitted to the City Council for approval.
- J. The Bid Committee shall consist of City of Destin staff members.
- K. A **sample** draft agreement that the City intends to execute with the successful respondent is attached to this RFQ as Exhibit "B." The City reserves the right to modify any and all contract language prior to execution. The actual scope of services and consulting fees will be negotiated following selection of the top firm(s).
- L. Each Respondent, by submission of an RFQ response, acknowledges that in the event of any legal action challenging the award of a RFQ; the Respondent's damages, if any, shall be limited to the actual cost of the preparation of the RFQ.
- M. Termination provisions for cause and convenience including manner and basis for settlement are found in Section 6.0 of the sample contract attached as Exhibit "B".
- N. **Contracting with City Employees or Board/Committee Members:** Any City employee, Board member, Committee member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response or application of any type to Contract with the City or as specified in 23 CFR 1.33 and the requirements of 23 CFR 172.7(b)(4). The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

SECTION 3 – RESPONSE SUBMISSION REQUIREMENTS

3.1 SUBMISSION OF RESPONSES

- A. **General Requirements.** The purpose of the RESPONSE is to demonstrate the proposals, competence, and capacity of the respondents seeking to undertake the requirements of this RFQ. As such, the substance of the response will carry more weight than their length, form or manner of presentation. The technical response should demonstrate the qualification of the respondent and the particular staff to be assigned to his engagement. It should also specify an approach that will meet or exceed the RFQ requirements.

The selected Consultant shall provide sufficient organization, personnel, and management to carry out the requirements of this RFQ in an expeditious and economical manner, consistent with the needs of the City. Additionally, the selected Consultant will be required to demonstrate recent experience with the successful completion of services similar to those specified within this RFQ.

- B. **Certification and Licenses.** Respondents must include with their responses, copies of all applicable certificates and licensing or business permits in accordance with Florida State law.

- C. **Detailed Response.** Respondent's detailed Response to the RFQ should be ordered in the following manner:

1. Letter of Interest

The Letter of Interest shall be a maximum of one (1) page that summarizes the Respondent's primary proposals and a firm commitment to provide the proposed services. The Letter of Interest shall be signed by the Respondent or person authorized to bind the Respondent to the submitted RFQ.

2. Firm's Proposals

- a) Complete and submit Respondent's Qualification Statement, herein.
- b) Describe the Firm and provide a statement of the Respondent's Proposals for performing requested consulting services. Identify the services which would be completed by your Respondent's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your Respondent's staff.
- c) If the principal place of business is different than the location specified in the respondent's qualification statement, then Respondent shall specify office location where each project will be managed and produced.

3. Proposals of Project Team, (key project members) and availability of specialty resources.

Provide an overview of the Proposals of the specific project team to be submitted by the Firm/Individual to perform the requested services including:

- a) **An organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as "key project members".** This information shall be contained on a maximum of one (1) page.
 - b) Provide a maximum of four resumes for key project members outlining the relevant experience and education for this project. Each resume is limited to one (1) page.
 - c) Sub-consultant firms and key personnel from these firms shall be clearly identified. Respondents are to recognize that the City will not allow substitution of key project members during the Contract period without the written agreement of the City.
 - d) Availability location and workload of the proposed team contained on a maximum of one (1) page including:
 1. Current project work listing and remaining labor commitments.
 2. Historically, describe the typical number of projects handled by the Respondent's key project managers at any given time.
 3. Projected workload of project management activities as defined in the scope of services.
 4. Identification of any sub-consultant firms providing significant services that may be assigned more than five (5%) of the work.
4. Project Approach, demonstrated skill set, and innovative ideas that will be used to address the Scope of Work

The response should include detailed information that demonstrates the Respondents understanding of the scope of work and how they intend to meet the goals and objectives of the project. Consideration shall be given for effectiveness of potential solution(s), creativity and innovation of proposed solutions and comprehensive utilization of proposed personnel to meet the RFQ deliverables. This section shall be limited to no more than six (6) pages. Work Plans that are longer than 6 pages will not be evaluated after page 6.

5. References – Past Performance

Provide a list of two (2) governmental agencies references for similar Professional Services contracts for which the Respondent has completed or are in progress within the past three (3) years with the following information: 1) name of agency, 2) address, and 3) contact name and telephone number.

Contact persons must be informed that they are being used as reference and that the City or their designee will be contacting them for information. Bid Committee Members or designee will call each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

6. Submittal of General Information and Procurement Forms and Documents

Procurement forms can be found in Appendix 'A' and must be completed, signed and notarized when required and submitted. In addition, all other request and supporting documentation should be included in this section, including:

- a) Respondent Acknowledgement
- b) Addenda Acknowledgement (if applicable)
- c) Confirmation of Drug Free Workplace
- d) Schedule of Sub-Consultant(s)
- e) Submit proof of Professional Liability Insurance at the levels identified on the Insurance Advisory Form herein as an attachment.
- f) Submit any Supplemental information relative to this RFQ
- g) Completed Public Entity Crimes Statement

SECTION 4 – EVALUATION OF RESPONSES

4.1 SUBMISSION OF RESPONSES

A. RFQ Requirements

The Bid Committee will review and evaluate all RFQ responses. Evaluation shall include Respondent's responses to the minimum requirements outlined in Sections 1 through 3 of this RFQ. A sequential ranking of all respondents will be developed. The top two ranked respondents (top ranked and first alternate) will be presented to the City Council for approval to begin negotiations. The determination shall be based upon the following criteria and respondents shall provide, as a minimum, the information listed under each criterion. Failure to provide adequate information listed on any criterion may result in rejection of the submittal as non-responsive.

The proposal package is designed to provide information about your firm. Therefore, the said information will be used in evaluating the respondent's proposals to perform the advertised work. Responses will be evaluated by the Bid Committee in accordance with weighted criteria listed below:

<u>Description</u>	<u>Point Range</u>
Proposals of the firm to include past performance	35
Assigned Staff Proposals & Experience	25
Project Approach	25
<u>References</u>	<u>15</u>
Total	100

B. Selection Process

1. The Bid Committee consisting of City staff will review each written submission for compliance with the requirements of the RFQ, including verifying that each response includes all documents required. In addition, the Bid Committee will ascertain whether the Respondent have met the requirements set forth to render the required services according to federal and State laws and regulations and the requirements of this RFQ.

2. The Bid Committee will score and rank all responses based on the requirements of the RFQ to determine a top ranked firm deemed to be the most highly qualified to perform the required service.
3. The Bid Committee forward the top ranked firm(s) to the City Council for final approval. The City Council shall have sole approval authority.
4. After final approval by the City Council, the City Manager or designee will begin negotiations with the top ranked firm on an agreement based on the attached draft contract found in Appendix "B" and developed from this REQUEST FOR QUALIFICATIONS. The City reserves the right to include additional provisions if the inclusion is in the best interest of the City, as determined solely by the City. If an agreement cannot be reached with the top ranked firm, then staff will take the first alternate or next top ranked respondent to City Council for approval and begin negotiations with next highest ranked firm from the Bid Committee's list until successful negotiations occur, or the firms on the council approved list is exhausted. Assuming the successful negotiation of an agreement, the final contract will be submitted to the City Council for their consideration and approval. The City Council shall have sole approval authority.

SECTION 5 – GENERAL CONDITIONS FOR RESPONDENTS

1. **FAMILIARITY WITH LAWS:** The Respondent is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the Respondent will in no way relieve Respondent of responsibility to adhere to such laws and regulations.
2. **RFQ FORMS:** The Respondent will submit a RFQ on the RFQ forms provided. All RFQ prices, amounts and descriptive information must be legibly entered. The Respondent must state the price and the time of delivery for which they propose to deliver the equipment or service requested. All RFQ forms must be executed and submitted for easy identification. The face of the envelope shall contain the company's name and address, RFQ title, number, RFQ date and time. RFQs not submitted on RFQ forms herein may be rejected. All RFQs are subject to the conditions specified within this solicitation document. RFQs which do not comply with these conditions are subject to rejection.
3. **EXECUTION OF RFQ:** RFQ must contain a manual signature of an authorized representative in the space provided on all affidavits and Response sheets.
4. **RFQ DEADLINE:** It is the Respondent's responsibility to assure that the RFQ is delivered at the proper time and place prior to the RFQ deadline. The City of Destin is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a Response can be considered. RFQ's which for any reason are not delivered by the deadline will not be considered. The City reserves the right to consider RFQ's that have been determined, by the City, to be received late due to mishandling by the City after receipt of the RFQ, prior to ranking and selection. Offers by telegram or telephone are not acceptable.
5. **RIGHTS OF THE CITY:** The City expressly reserves the right to:
 - A. Waive any defect, irregularity or informality in any RFQ or RFQ procedure;
 - B. Reject or cancel any or all RFQ's;

- C. Reissue the RFQ;
 - D. Extend the RFQ submission deadline time and date;
 - E. Consider and accept an alternate RFQ as provided herein when most advantageous to the City.
6. STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Respondent has:
- A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
 - B. A satisfactory record of performance;
 - C. A satisfactory record of integrity;
 - D. Qualified legally to Contract within the State of Florida and the City;
 - E. Supplied all necessary information in connection with the inquiry concerning responsibility.
7. INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to the authorized personnel identified in the RFQ document in writing no later than seven (7) days prior to the RFQ deadline. Inquiries must reference the date by which the RFQ is to be received.
8. CONFLICT OF INTEREST: The award hereunder is subject to all conflict-of-interest provisions of the City of Destin, Okaloosa County, the State of Florida, and the federal government.
9. SUBCONTRACTING: If a Respondent subcontracts any portion of a Contract for any reason, the Respondent must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City reserves the right to accept or reject any or all RFQs wherein a subcontractor is named and to make the award to the Respondent, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a RFQ of any Respondent if the RFQ names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.
10. ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. It is each Respondent's responsibility to check with the City of Destin and immediately secure all addenda before submitting RFQs. Each Respondent shall acknowledge receipt of ALL addenda by notation on the Addenda Acknowledgement form herein and shall adhere to all requirements specified in each addendum prior to submission of the RFQ.
11. ANTITRUST CAUSE OF ACTION: In submitting a RFQ to the City, the Respondent offers and agrees that if the RFQ is accepted, the Respondent will convey, sell, assign or transfer to the City of Destin all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the Finance Department tenders final payment to the Respondent.

12. **LEGAL REQUIREMENTS:** Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility.
13. **ON PUBLIC ENTITY CRIMES:** All Invitations to Bid as defined by Section 287.012(16), Florida Statutes, Requests for Qualifications as defined by Section 287.012(23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
14. **ADVERTISING:** In submitting a RFQ, the Respondent agrees not to use the results there from as a part of any commercial advertising.
15. **ASSIGNMENT:** Any Purchase Order issued pursuant to this RFQ invitation and the funds which may become due hereunder are not assignable except with the prior written approval of the City.
16. **INDEMNIFICATION:** The selected Respondent shall hold and save harmless the City of Destin, Florida, its City Council members, its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected Respondent(s) shall indemnify, save harmless and undertake the defense of the City, its City Council Members, agents, servants and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from Respondent's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the Respondents within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the Respondents hereunder, for which the City may be entitled to a claim or indemnity against the Respondent, under the provisions of this Contract. Respondent shall have the right to control the defense of any such claim, suit or actions. The Respondent shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the Respondent's breach of any of the provisions of the contract. Respondent shall not be responsible for negligent acts of the City or its employees.
17. **CONTRACT AGREEMENT:** An Agreement outlining the Scope of Services with the intent of accomplishing a timely, cost-effective completion of a given project will be provided. Specific Task Order stipulating the Scope of Work to be provided will be issued after the execution of said Agreement. The Agreement will be based on successful negotiation.

18. **FUNDING OUT:** The resultant Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Council for the City of Destin in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.
19. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Response/bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

However, certain exemptions to the public records law are statutorily provided for in Florida Statutes 119.07. If the Respondent believes any of the information contained within their response is exempt from the Public Records Law, then the Respondent must identify in their Response, the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Respondent agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages by any person or entity as a result of the City's treatment of records as public records.

The City of Destin is a public agency subject to Chapter 119, Florida Statutes. The contractor shall comply with Florida's Public Records Law. Effective July 1, 2013, Section 119.071, Fla. Stat., the contractor shall:

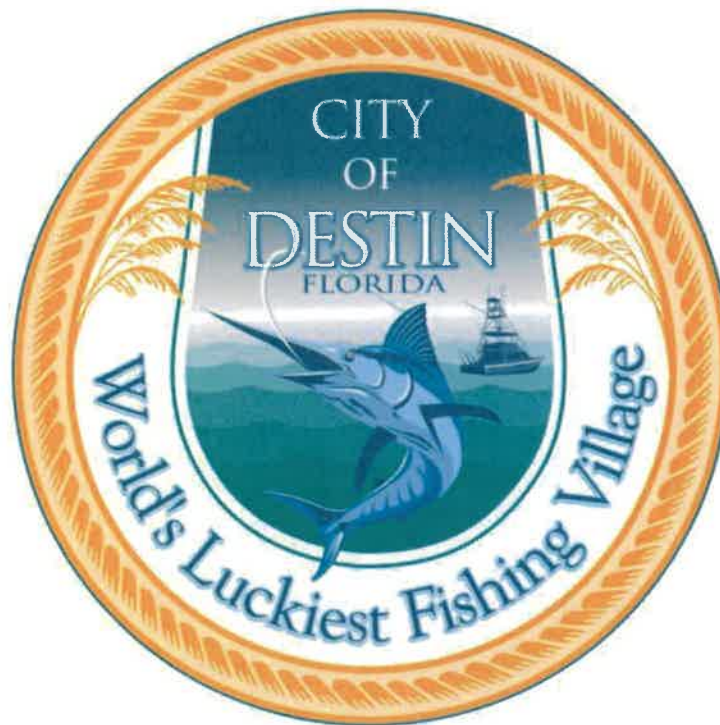
1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology of the agency.

Failure of the contractor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the City.

SECTION 6 – SPECIAL CONDITIONS

1. The City by written notice may terminate in whole or in part any Contract resulting from this RFQ when such action is in the best interest of the City. If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery. Such reasonableness shall be at the sole discretion of the City.
2. It shall be the responsibility of the successful Respondent to maintain workers' compensation insurance, professional liability, property damage liability insurance and vehicular liability insurance, during the time any of his personnel are working on City of Destin property. The successful Respondent shall furnish the City with a certificate of insurance after award has been made and prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida.
3. The City reserves the right, before awarding a Contract to require a Respondent to submit such evidence of Proposals as it may deem necessary and may consider any evidence available to it of the financial, technical and other Proposals and abilities of a Respondent, including past performance (experience) with the City in making the award in the best interest of the City.

APPENDIX "A"
THE DOCUMENTS
BEHIND THIS PAGE
MUST ACCOMPANY RESPONSE
IN ORDER FOR SUBMITTAL
TO BE CONSIDERED
COMPLETE AND ACCEPTABLE





RESPONDENT

ACKNOWLEDGEMENT

Submit RFQ's To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ Title: ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES

RFQ Number: 23-09-CD

RFQ Received By: **November 30, 2023, NO LATER THAN 2:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **November 30, 2023, no later than 2:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ Fax Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

Authorized Signature

Name Typed



RESPONDENT'S QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: _____

Corporation

Name: _____

Partnership

Address: _____

Individual

City, State, Zip: _____

Other

Telephone No.: _____

Fax No.: _____ Email: _____

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

The correct name of the Respondent is:

The address of the principal place of business is:

2. If Respondent is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

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

a. Date of organization: _____

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

c. State whether general or limited partnership: _____

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

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

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

Under what other former names has your organization operated?

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

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

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)
- _____
- _____
- _____
10. State the name of the individual who will have personal supervision of the work:
- _____
11. State the name and address of attorney, if any, for the business of the Respondent:
- _____
- _____
- _____
12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Respondent's business and indicate the percentage owned of each such business and/or individual:
- _____
- _____
- _____
13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Respondent:
- _____
- _____
- _____
14. Annual Average Revenue of the Respondent for the last three years as follows:

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

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

15. Bank References:

Bank	Address	Telephone

16. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

17. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

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

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

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

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

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

The Respondent acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Respondent to be true. The discovery of any omission or misstatement that materially affects the Respondent's Proposals to perform under the contract shall cause the owner to reject the Response, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence __ or online notarization __, this __ day of _____, 20 __,

By:

(Print name)

Personally known ____ OR Produced Identification _____

Notary Signature Seal:

A D D E N D A

**CITY OF DESTIN
FLORIDA**

RFQ TITLE: **RFQ No. 23-09-CD, ARCHITECTUAL AND PROFESSIONAL
CONSULTING SERVICES**

RESPONDENT: _____

DATE SUBMITTED: _____

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM No.</u>	<u>DATE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

CITY OF DESTIN, FLORIDA

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-09-CD
"ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN"**

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

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

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

2. This sworn statement is submitted by _____

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

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

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income

among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

(Signature)

Date:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence ___ or online notarization __, this ___ day of _____, 20___,

By:

(Print name)

Personally known _____ OR Produced Identification _____

Seal:

Notary Signature

CITY OF DESTIN, FLORIDA

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-09-CD
"ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN"**

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-09-CD
"ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN"**

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more than 5% of the bidder/proposer's interest?

YES _____

NO _____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____

NO _____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____

NO _____

If YES, please describe:

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS _____

PHONE NO. _____

E-MAIL _____

CITY OF DESTIN, FLORIDA

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-09-CD
“ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN”**

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

CONSULTANT's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Email address

DATE

CITY OF DESTIN, FLORIDA

**REQUEST FOR QUALIFICATION (RFQ) NO. 23-09-CD
"ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN"**

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 23-09-CD. - ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES FOR THE CITY OF DESTIN, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

Name

Title

ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES SCHEDULE OF SUB-CONSULTANTS

The Undersigned Consultant proposes the following major sub-consultant(s) for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-consultant(s), if required.

Name of Sub- Consultant	Address of Sub- Consultant	License No.:	Task	

Signature _____

Date: _____

Title/Company _____

The City reserves the right to reject any sub-consultant(s) who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub-consultant(s) in order to make a determination as to the foregoing.

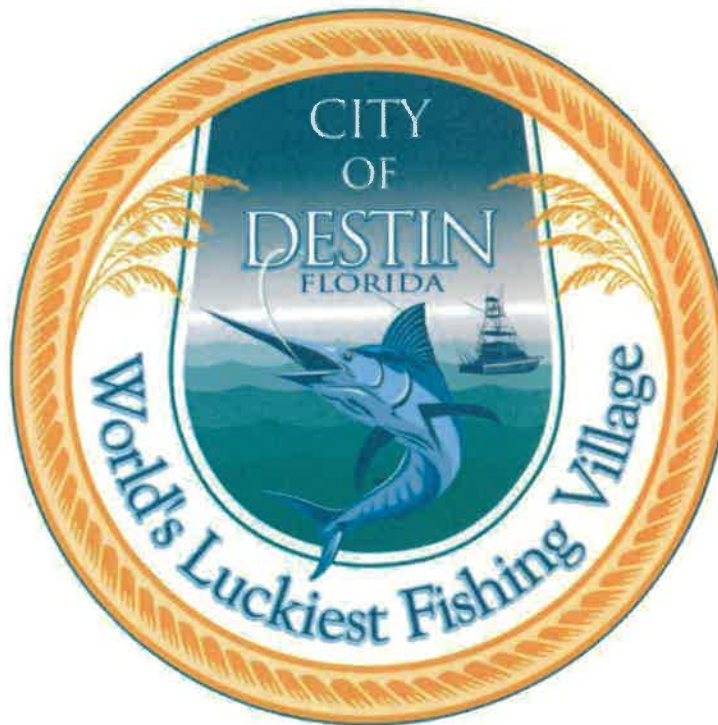
APPENDIX “B”

THE DOCUMENT

BEHIND THIS PAGE

IS THE SAMPLE

CONTRACT



CITY OF DESTIN, FLORIDA

AGREEMENT FOR ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES

This AGREEMENT FOR ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES (the "Agreement") made and entered into this _____ day of _____, 20____, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and Firm, INC. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide for a five (5) year contract with five (5) one-year extensions for a total of ten (10) year contract general architectural and professional consulting services; and

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultant's Competitive Negotiation Act, section 287.055, Florida Statutes (and intends to administer this Agreement as a "continuing contract" as allowed under said statute);

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

ARTICLE 1- CONSULTANT'S RESPONSIBILITIES

1.1 CONSULTANT'S SERVICES

- 1.1.1 The CONSULTANT'S services consist of those services performed by the CONSULTANT, CONSULTANT'S employees and CONSULTANT'S consultants as enumerated in Article 2 of this Agreement and any other continuing or additional services as may be agreed upon pursuant to this Agreement.
- 1.1.2 The CONSULTANT shall maintain all professional and business certificates required by law and as necessary to perform the services. The CONSULTANT shall assure the CITY sufficient representation through assignment and performance by a team of qualified, professional employees and consultants.
- 1.1.3 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various tasks proceed, and shall include allowances for periods of time required for the CITY'S review and for approval of submissions by authorities having jurisdiction.

ARTICLE 2- CONSULTANT'S SERVICES

- 2.1 In accordance with REQUEST FOR QUALIFICATIONS NO. 23-09-CD ("RFQ") which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", CONSULTANT shall provide services including but not limited to: studies, surveys; design;

preparation of plans, specifications and contract documents; conducting public information meetings, preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by the City); construction inspections, construction management; contract administration; project completion certifications and as-built surveys as may be required; presentations to the City Council, appointed boards, and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding or as directed by the City Manager or his designee (hereinafter referred to as "Consultant's services").

ARTICLE 3- CONSULTANT'S COMPENSATION

- 3.1 CONSULTANT shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit "B".
- 3.2 CITY'S obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the CITY'S City Council of legally available funds for the purposes set forth in this Agreement. All payments upon Agreement are contingent upon the CONSULTANT'S Work being acceptable to the CITY. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the CITY'S Purchasing Policies.
- 3.3 Increases in the CONSULTANT's Fee Schedule, attached as Exhibit "B", may occur annually starting one year after contract execution. The increase must be requested in writing by the CONSULTANT. The annual rate of increase shall not exceed three percent (3%) and shall be based on actual salary increases to employees of the CONSULTANT. The CONSULTANT shall provide documentation of salary changes upon request by the CITY. Upon CITY review and approval, the CITY shall issue a letter of approval signed by the City Manager or his or her designee.

ARTICLE 4- CITY'S RESPONSIBILITIES

4.1 CITY SERVICES

- 4.1.1 The CITY shall designate a representative authorized to act on the CITY'S behalf as the CONSULTANT'S contact. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.
- 4.1.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the CONSULTANT'S services.
- 4.1.3 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

ARTICLE 5- OWNERSHIP AND USE OF DOCUMENTS

- 5.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement.
- 5.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for its production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 6- TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 This agreement shall terminate upon successful completion of the five (5) year contract and five (5) one-year extensions not to exceed a total of ten (10) year from the date of this contract or as below.
- 6.2 This Agreement may be terminated by the CITY upon not less than ten (10) days written notice should the CONSULTANT fail substantially to perform in accordance with the terms of this Agreement through no fault of the CITY.
- 6.3 This Agreement may be terminated by either party for any reason upon not less than thirty (30) days written notice.
- 6.4 The CITY may suspend an open task order upon not less than ten (10) days written notice.

6.4 If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.
- 6.5 In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

ARTICLE 7- NOTICES

- 7.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF DESTIN

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

CONSULTANT

Name
Firm
Street Address, Suite xxx
Destin, Florida 32541
(xxx) – xxx-xxxx

ARTICLE 8- INSURANCE REQUIREMENTS

- 8.1 During the performance of services under this Agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage) and Professional Liability. Such coverage shall adequately protect the interest of the CITY in regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this Agreement. In no circumstance shall the limit of liability be written with limits less than \$2,000,000.00 per event/\$4,000,000.00 annual aggregate. CONSULTANT shall also maintain Workers' Compensation Insurance at a minimum of the statutory limits. The Workers' Compensation Policy shall contain a waiver of subrogation in favor of the CITY. CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted to do business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability, Business Automobile and Workers' Compensation policies shall name City of Destin, Florida as an Additional Insured. City of Destin, Florida shall be listed as the Certificate Holder on all certificates. CITY reserves the right to modify its insurance requirements with sixty (60) days written notice to CONSULTANT.
- 8.2 CONSULTANT shall supply certificates of insurance specifically stating the RFQ number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" and made a part hereof.
- 8.3 The required insurance policies shall contain the following provisions:
- 8.3.1 There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.
- 8.3.2 The CONSULTANT shall provide timely reporting of incidents to its insurance carrier as required under the provisions of its insurance policies. A copy of any filed reports shall also be sent immediately to the CITY. The CONSULTANT shall exercise due diligence to ensure all reporting provisions are met to protect coverage afforded to the CITY, its officers, officials, employees or volunteers.
- 8.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:
- 8.4.1 Insurance coverage required in these specifications shall be in force throughout this Agreement. Should the CONSULTANT fail to provide acceptable evidence of

current insurance within seven (7) days of receipt of written notice at any time during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

ARTICLE 9- SOVEREIGN IMMUNITY

- 9.1 The parties further agree that nothing contained herein is intended to nor shall be construed as a waiver of the City's rights and immunities under the Florida Constitution, common law or section 768.28, Florida Statutes, as amended from time to time.

ARTICLE 10- INDEMNIFICATION

- 10.1 CONSULTANT shall indemnify, defend, save, and hold the CITY, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, and employees in the performance of the Agreement.

ARTICLE 11- MISCELLANEOUS PROVISIONS

- 11.1 The CITY and CONSULTANT intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in the state courts of Okaloosa County, Florida and no where else.
- 11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.
- 11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.
- 11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.
- 11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.

- 11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.
- 11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.
- 11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.
- 11.9 Time is of the essence under this Agreement.
- 11.10 The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 11.11 If any article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said article, paragraph, subparagraph, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 11.12 In any dispute relating to this Agreement each party shall be responsible for its respective attorney's fees and costs.
- 11.13 This Agreement is binding on the parties, their successors and assigns.
- 11.14 Public records. CONSULTANT shall comply with Florida Public Records Laws, specifically to:
- 11.14.1 Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
 - 11.14.2 Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - 11.14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized

by law.

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

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:

Lance Johnson

Its: City Manager

Date

Attest to Signature:

Rey Bailey, City Clerk

SEAL

Approved as to Legal Form:

Kimberly Romano Kopp, City Attorney

CONSULTANT:

By:

Its:

Date

Witness to Signature:

Print Name

Witness to Signature:

Print Name

EXHIBITS

- A. Request for Proposal No. 23-09-CD
- B. Fee Schedule
- C. Certificates of Insurance

PROJECT: RFQ 23-09-ENG Architectural Proposals

Bid Committee Member _____

Date ____December 21, 2023____

[illegible]



City of Destin, Florida

ARCHITECTURAL & PROFESSIONAL CONSULTING SERVICES

RFQ No. 23-09-CD

Submitted by



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DAG Architects Inc.
FL License #AAC00745
1223 Airport Road
Destin, FL 32541
(850) 837-8152
DAGarchitects.com

November 30, 2023

Lance A Johnson, City Manager
City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541

Re: Architectural and Professional Consulting Services for the City of Destin

Dear Mr. Johnson and Members of the Selection Committee:

Destin has been our firm's home since 1981. We have worked closely with the City and its leaders to ensure our community is a place in which people love to live and visit. We have a long-time vested interest in helping the City of Destin develop and maintain long-lasting facilities that improve the quality of life for everyone in the region. We are committed to providing outstanding architectural services under a continuing contract for the City of Destin.

DAG has extensive experience in many different project types that may be considered by the city - master planning, parks design, office renovations, interior design, recreation centers, public safety buildings, emergency operations and resiliency centers, and more. Our strong background with a variety of project types means we understand the City's varying needs and how to meet the City's long-term goals.

DAG's project staff is located steps from the City's offices, giving us an unmatched ability to respond quickly and in-person to any request from the City. Our Destin office houses more than 20 architecture and construction professionals who will apply their expertise for the benefit of the City. We have identified multiple possible consulting partners whom we can call on depending on the needs of each specific project. Our flexible service offering, fast response, and strong consultant relationships makes DAG the ideal architecture firm to provide on-call services to the City of Destin.

We also have extensive experience managing open-ended contracts with multiple task orders. We have been awarded and maintained other similar contracts for clients such as the City of Pensacola, Florida Public Safety Institute, school districts throughout Northwest Florida, the Community Redevelopment Agencies of the Cities of Gainesville and Pensacola, colleges and universities such as the University of West Florida and Pensacola State College, and private companies such as Gulf Power. We have earned a reputation for very responsive service, no matter how large or small the assignment.

We offer a broad array of services to ensure we can meet the City's needs: preliminary and final design, specification preparation, bid document preparation, bid analysis, construction administration services, project planning, permitting, regulatory liaison services, and inspection services related to construction, rehabilitation, modification, expansion and/or repair of City facilities and related infrastructure. We use Building Information Modeling software to coordinate and communicate clearly with our consultants, clients, and the public. We provide the same responsiveness, timeliness, budget control, and personal attention to each project, no matter how large or small.

We hope that the following qualifications packet conveys our excitement, commitment to excellence in architecture, and ability to meet your budgets and schedules. We look forward to meeting with you to answer any questions or clarify any of this information.

Sincerely,

Charles W. Clary III, FAIA
Principal, DAG Architects



SECTION 3.1.C.2 FIRM'S PROPOSALS

A LEGACY OF PROVEN RESULTS

IMPROVING THE BUILT ENVIRONMENT FOR 42 YEARS

BRIEF HISTORY OF THE BUSINESS

DAG Architects began as two designers in a local Destin office in 1981. Today, we are a 70-plus-architect full-service design firm with six offices in two states. DAG Architects is a regional architecture leader, delivering design excellence for local governments, school districts, developers, tenants, and many other client types.

Our professionals include Florida registered architects with NCARB and AIA certifications, LEED Accredited Professionals, certified CPTED Practitioners, and other specialists. Our broad range of expertise provides outstanding resources and exceptional depth for all our clients.

We have been designing for municipalities since 1995. Over the past 26 years, we have completed more than 80 municipal/government projects. These projects are our legacy of proven results for our clients and the communities in which we live and serve.

The rest of our portfolio includes award-winning hospitality, multi-family, mixed use, community buildings, public safety facilities, healthcare, libraries, offices, k-12 education, Higher Education, and private residences. Our design expertise is applied through master planning, programming, feasibility studies, schematic design, design development, interior architecture, and construction administration and management.

DAG Architects is proud to have been honored twice as the AIA Florida Firm of the Year (2007 and 2020). Our commitment to elevated design, to our community, and to our clients earned us these accolades.



RESPONDENT'S QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Submitted By:	Corporation	Check One ☒ ☐ ☐ ☐
---------------	-------------	---

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

The correct name of the Respondent is:
DAG Architects, Inc.

The address of the principal place of business is:
1223 Airport Rd.
Destin, FL 32541

2. If Respondent is a corporation, answer the following:
- a. Date of Incorporation: 1981
 - b. State of Incorporation: Florida
 - c. President's name: Jack Baker, AIA
 - d. Vice President's name: Seven (7) vice presidents
 - e. Secretary's name: Patrick L. Ballasch AIA, LEED AP
 - f. Treasurer's name: Patrick L. Ballasch AIA, LEED AP
 - g. Name and address of Resident Agent: Jack Baker, AIA

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

3.

If Respondent is an individual or a partnership, answer the following:

a.

Date of organization: n/a

b.

Name, address and ownership units of all partners:
n/a

c.

State whether general or limited partnership: n/a
4.

If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
n/a
5.

If Respondent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
n/a
6.

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

Under what other former names has your organization operated?
Destin Architecture Group
7.

Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.
The individual architecture licenses of our key personnel are included in Section 3, following the individuals' resumes.
DAG Architects operates under the license of Founding Principal Charles W. Clary III, FAIA; Florida Architecture License #AR0009694 (attached following this form).
8.

Have you ever failed to complete any work awarded to you? If so, state when, where and why:
No

9.

List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)
The details of our firm experience are included as answers to Section 3.1.C.2.b.
The details of the experience of our key personnel are included in resumes as requested in Section 3.1.C.3
10.

State the name of the individual who will have personal supervision of the work:
Levi Wiegand will be the Client Service Manager. Jamie Mattern will be the Project Manager.
11.

State the name and address of attorney, if any, for the business of the Respondent:
DAG Architects does not have corporate counsel.
12.

State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Respondent's business and indicate the percentage owned of each such business and/or individual:
Patrick L. Ballasch Destin, FL (30.72%);
Roger Godwin, Tallahassee, FL (30.72%);
Owen E. Gipson, Panama City, FL (8.54%); David C Luttrell, Pensacola, FL (8.54%);
Jehna Godwin, Tallahassee, FL (6.50%); Levi Wiegand, Destin, FL (6.50%)
13.

State the names, addresses, and the type of business of all firms that are partially or wholly owned by Respondent:
n/a
14.

Annual Average Revenue of the Respondent for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	8
b.	Non-Governmental Related Work	6
	Total Work (a +b):	8

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

15. Bank References:

Bank	Address	Telephone
Regions Bank	200 Grand Blvd. Miramar Beach, FL 32550	(850) 417-0504

16. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).
Answers to question 16 are included as an attachment following this form.

17. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):
Answers to question 17 are included as an attachment following this form.

18. What will be your turnaround time for written responses to City inquiries?
48 hours or less

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

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.
2019: Claim for direct costs and expenses to retrofit the roof of a fitness center; Claim Paid: \$0.
2020: Claim for copyright infringement of a photograph; Claim Paid: \$5,301
2022: DAG has one active lawsuit. The details are confidential until it is resolved.

21. List and describe all criminal proceedings or hearings concerning business related offenses to which the Respondent, its principals or officers or predecessors' organization(s) were defendants.
n/a

22. Has the Respondent, its principals, officers or predecessors' organization(s) been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.
No

The Respondent acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Respondent to be true. The discovery of any omission or misstatement that materially affects the Respondent's Proposals to perform under the contract shall cause the owner to reject the Response, and if after the award, to cancel and terminate the award and/or contract.

(Signed) CW Christy
(Title) Principal

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence ☒ or online notarization ☐, this 27 day of November, 2023.

By: Valerie BURRELLE
(Print name)

Personally known ☒ OR Produced Identification ☐

Valerie Burrelle
Notary Signature

Seal:



Valerie D. Burrelle
Comm.: HH 265241
Expires: May 18, 2026
Notary Public - State of Florida



Destin Library

16. Provide a description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Cost Control begins with an accurate dollars-per-square-foot estimate before the schematic design stage begins. This ensures the project meets your needs and goals and can be built for the allotted budget. In addition:

- » Time and Material Estimates in Construction Specification Institute format for specifications to assist in bidding and are prepared at completion of the Preliminary Design stages.
- » Similar, but more detailed, estimates are prepared at the 50% and 95% construction document completion stages.
- » The architect must use the estimates as a tool to adjust the project as necessary as indicated by the estimate.
- » The architect must share the estimates with consultants and ensure that they adjust their portion of the project as indicated by the estimate.
- » If the estimates are high, effective communication with the owner can allow a fix before the project bids.
- » If the estimates are low, additional needs may be met in the project or the owner may have the opportunity to increase funds to better meet overall needs.

Estimating services may be performed during specific project phases:

- » Pre-Design
- » Schematic Design
- » Design Development
- » 50% completion of Contract Documents
- » 95% completion of Contract Documents.



Destin Library

17. Provide a description of quality assurance/quality control management methods (continue on insert sheet, if necessary).

DAG uses the Integrated Design Process all the way through construction administration. The defining characteristic of this process is including the effort of the architects, clients, mechanical and electrical engineers, specialized consultants, structural engineers, cost consultations, specifications specialists, and all environmental and sustainable experts early in the project to maintain quality and coordination throughout the project. We believe this collaboration harnesses the team's best effort and collective wisdom. We incorporate the Principal in Charge, Project Manager, and have multiple eyes reviewing our work during the process. Regular coordination meetings and open communication have been valuable tools for measuring progress, monitoring known issues, and anticipating any problems that may arise.

DAG's thoughtful design process serves to identify critical issues, explore various scenarios, and test potential solutions with client representatives and users. The design phase is the most crucial and will ensure that the recommended design addresses program requirements and brings the client's vision to life. We believe this is critical to elevate the design of any project and ensure that the materials and construction methods are of high quality. Our 40+ years of experience means that we have managed almost every design and construction scenario. This experience allows us to avoid pitfalls and roadblocks that might lead projects to a less-than-optimal solution.



Captain Leonard Destin Park

SERVICES OFFERED BY DAG ARCHITECTS



DESIGN



PLANNING



CONSULTING



INTERIORS



CONCEPT
VISUALIZATION



BUDGETING



GRAPHICS



CONSTRUCTION
ADMINISTRATION

Provide a statement of the Respondent's Proposals for performing requested consulting services.

DAG Architects' detailed approach to continuing service contracts is based on decades of experience providing similar services to other Florida municipalities and counties.

We come to each project to which we are assigned with a work plan that takes special care to consider the needs of each facility as well as the City as a whole. We work closely with City administrators and staff to ensure our projects have a positive and long-lasting impact on the City.

Recent industry challenges in delivering a project that meets a client's objectives within the scheduled time and budget require changes in our approach and strategy. Critical aspects of the

project that need additional scrutiny include labor and material shortages, delays, and price increases. With that in mind, careful schedule review is imperative at the onset of any project.

Our local team, with their years of City of Destin project experience, understand that on-demand continuing services projects must move quickly through design and construction to limit interruption to City operations. DAG dedicates Levi Wiegand, a company Principal, and Senior Project Manager Jamey Mattern as resources for the City in service of this contract. Levi and Jamey are both local residents and work from our Destin office. They have the ability to respond quickly to any request from the city. They also have the backing of local Destin professionals and more than 70 architecture professionals in five other DAG offices in the Southeast.

Identify the services which would be completed by your Respondent's staff and those that would be provided by sub-consultants, if any.

DAG Architects offers comprehensive architecture services from our Destin headquarters, including:

- » Preliminary and Final Design
- » Building Information Modeling
- » Specification Preparation
- » Bid Document Preparation
- » Bid Analysis
- » Construction Administration

- » Project planning
- » Permitting
- » Regulatory Liaison Services
- » Inspection Services: construction, rehabilitation, modification, expansion, and/or repair

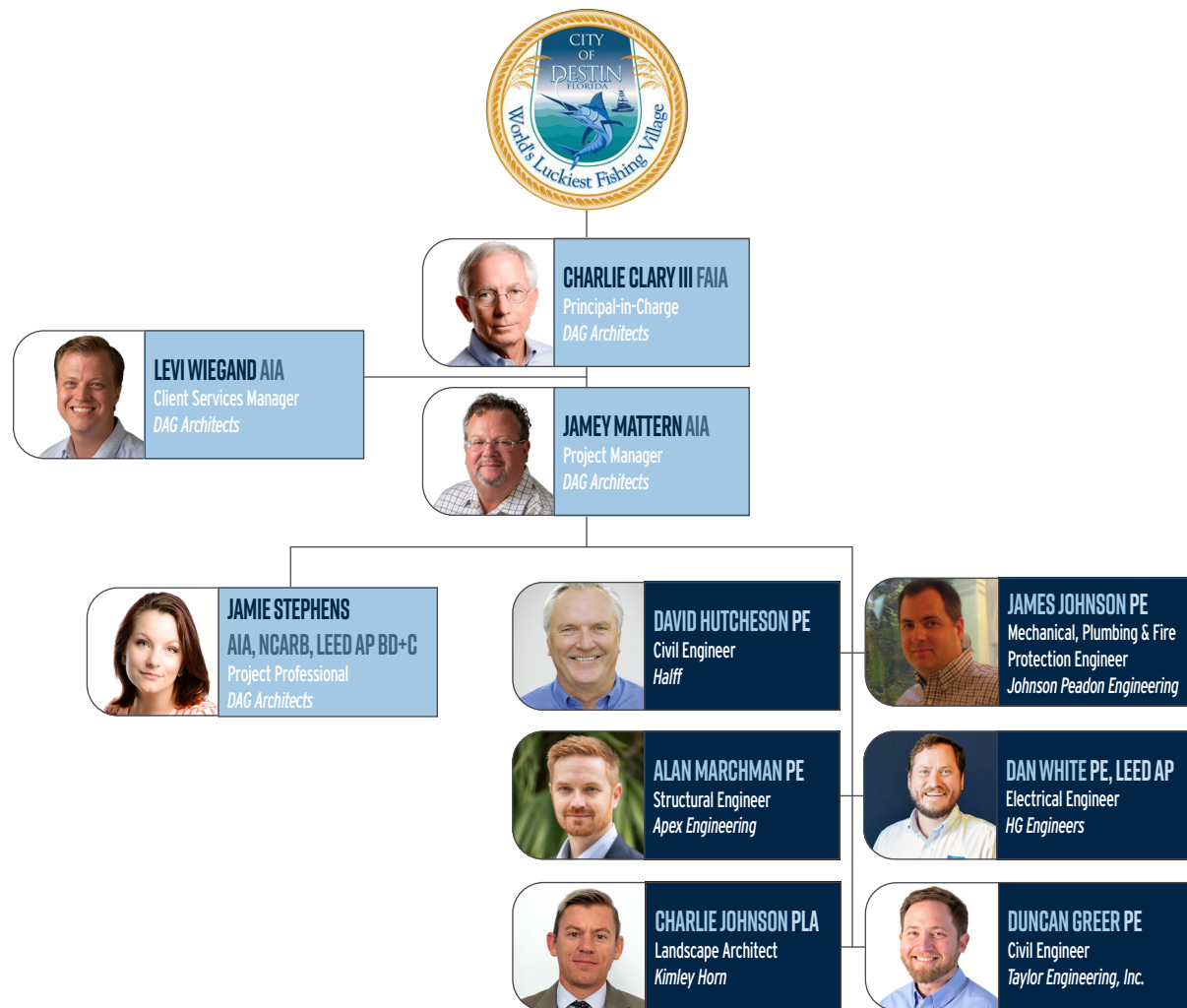
Our 40-plus-year presence in Northwest Florida has led to strong relationships with the most talented consultants in the region. We use consultants to provide engineering services, including:

- » Civil Engineering
- » Mechanical Engineering
- » Electrical & Low Voltage Engineering

- » Plumbing Design
- » Structural Engineering
- » Landscape Architecture
- » Security Design
- » Other engineering services, as needed

Specify office location where each project will be managed and produced.

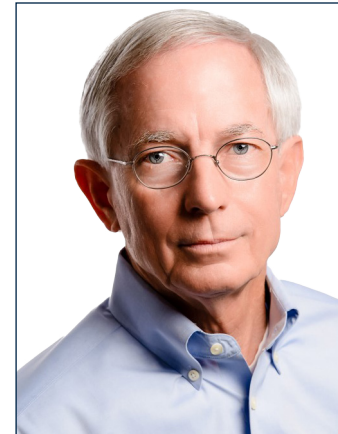
DAG will manage all Destin projects from our local Destin office. All work produced by our team will be delivered by our local Destin Project Manager.



PROPOSALS OF PROJECT TEAM 03

Our organizational structure integrates architects and designers with specific knowledge of Florida Code requirements into a single team working for the benefit of the City of Destin and its interests.

The resumes on the following pages demonstrate the exceptional qualifications of DAG Architect's key personnel. These individuals will be personally involved with the City of Destin. Other staff may be added, depending on the project; but, these leaders will be involved with each phase of the process.



CHARLIE W. CLARY III, FAIA

PRINCIPAL IN CHARGE

Charlie's perspective not only as an architect but as a former Florida State Senator brings an added dimension to his involvement with our clients.

Throughout his career, Charlie has contributed to the architectural profession and to the State of Florida's legislative process, and his efforts have been recognized by numerous professional service awards. As the founding principal of DAG Architects, he is involved in overseeing all of the firm's higher education projects that focus on student housing, classroom and academic facilities, and sports.

EDUCATION

Bachelor of Architecture, Auburn University, 1977

Bachelor of Arts in Environmental Design, Auburn University, 1976

LICENSES & REGISTRATIONS

Architecture: Florida
#AR0009694

ASSOCIATIONS AND INVOLVEMENT

American Institute of Architects, Florida Educational Facilities, Planning Association, Florida Division of Worker's Compensation (Board Member), Joint Underwriters Association, Committee for a Sustainable Emerald Coast

YEARS OF EXPERIENCE

With DAG: 42 years
Total: 46 years

OFFICE LOCATION

Destin, FL

RELEVANT PROJECT EXPERIENCE

CIVIC & COMMUNITY PROJECTS

- » Okaloosa County Administration Building, Shalimar, FL
- » Okaloosa County Sheriff's Office Addition, Shalimar, FL
- » Destin Main Fire Station & Crystal Beach Fire Station, Destin, FL
- » South Walton Main Fire Station, Santa Rosa Beach, FL
- » DeFuniak Springs City Hall Study, DeFuniak Springs, FL
- » FDLE Building Historic Renovation, Pensacola, FL
- » Mattie Kelly Amphitheater and Village Green Phase I, Destin, FL
- » Molino Tax Collector and Property Appraiser Facility, Molino, FL
- » Panama City Beach Civic Complex Master Plan Update, Panama City Beach, FL
- » Walton-DeFuniak Springs Library Addition, DeFuniak Springs, FL
- » City of Panama City Trustmark Building City Hall, Panama City, FL
- » City of Panama City Police Department CSI Evidence Lab Renovation, FL

OFFICE BUILDING & INTERIOR PROJECTS

- » Beach Community Bank Headquarters, Fort Walton Beach
- » Destin Bank at Seagrove Beach, FL
- » M&F Bank, Crestview, FL
- » Airport Plaza Office Complex, Destin, FL
- » Florida Department of Revenue Offices at Capital Circle, Tallahassee, FL
- » Freer Mixed Use Development, Inlet Beach, FL
- » Gulf Power Panama City Beach Lobby Renovation, Panama City Beach, FL
- » Kent Forest Lawn Funeral Home Exterior Renovations, Panama City
- » Landmark Center Mixed Use Development, Fort Walton Beach, FL
- » Meigs Executive Park, Shalimar, FL
- » NatureWalk Welcome Center/Sales Building, Seagrove Beach, FL
- » Pen Air Federal Credit Union Airport Road Office Building Renovations, Pensacola, FL
- » Pen Air Federal Credit Union Back Campus, Pensacola, FL



JAMEY MATTERN AIA

PROJECT MANAGER

Jamey’s design and project management experience covers a wide range of project types for government, military, and private clients.

Jamey has developed design expertise in areas of project management, site planning, code analysis, spatial arrangement, contract writing, cost estimating, specification writing and construction administration services. He has participated in the design of numerous religious, multifamily, military, educational, medical and hospitality type facilities. He has been in direct supervision of various projects from preliminary design to final completion providing a client constant contact throughout the process.

EDUCATION

Master of Architecture, Tulane University, 1994

LICENSES & REGISTRATIONS

Architecture: Florida #AR0015896
NCARB: #067850

ASSOCIATIONS AND INVOLVEMENT

American Institute of Architects

YEARS OF EXPERIENCE

With DAG: 8 years
Total: 27 years

OFFICE LOCATION

Destin, FL

RELEVANT PROJECT EXPERIENCE

CIVIC & COMMUNITY PROJECTS

- » Okaloosa County Sheriff’s Office Addition, Shalimar, FL
- » Bay County Courthouse Addition, Panama City, FL
- » Bob Gates Welcome Center, Air Force Enlisted Foundation, Shalimar, FL
- » Air Force Armament Museum Education Center, Eglin Air Force Base, FL
- » Foley Post Office, Foley, AL
- » YMCA Fort Walton Beach Addition, Fort Walton Beach, FL
- » Destin Family YMCA Schematic Design, Destin, FL
- » Navarre Beach Boat Ramp, Department of Wildlife, Navarre, FL

OFFICE BUILDING & INTERIOR PROJECTS

- » Pen Air Federal Credit Union Airport Road Renew, Pensacola, FL
- » Landmark Center Mixed Use Development, Fort Walton Beach, FL
- » Resort Quest Renovation Study, Destin, FL
- » SAIC Renovation Design/Build, Shalimar, FL

- » Building 1020 Titan Court Remodel, Fort Walton Beach, FL
- » Brooks Street Office and Restaurant, Fort Walton Beach, FL
- » Wenzel Office Building Study, Fort Walton Beach, FL
- » General Masonry Building, Fort Walton Beach, FL

MILITARY PROJECTS

- » AAFES Shopping Center Image Upgrade, Ft Eustis, VA
- » AAFES (Exchange) Construct Shopette / Gas / Food / Carwash, Fort Benning, GA
- » Hanger #4 Modifications, Crestview Aerospace Corporation
- » Crestview
- » Homestead Air Force Reserve Maintenance Facilities (6 Buildings), Homestead,
- » Tyndall Air Force Base Supply, Panama City
- » Coast Guard Station, Grand Isle, LA
- » Melaleuca Research + Quarantine Facility, Davie



LEVI WEIGAND AIA

CLIENT SERVICE MANAGER

Levi is a dependable leader with a keen understanding for the project’s overall goals as envisioned by the client. Levi joined DAG in 2018 serves as a Design Principal and Principal in Charge. With an underlying philosophy that the quality of a project is a direct result of the quality of the design team, Levi strives to push for excellence throughout every aspect of the project. As a result, several of Levi’s projects have been recognized by the firm for excellence in design and delivery. Notable clients/projects Levi has led are The Hangout and The Hub with multiple locations in Texas.

EDUCATION

Bachelor of Design, University of Florida-suma cum laude

Vicenza Institute of Architecture, Vicenza, Italy

Master of Arts in Architecture & Master of Science in Architecture Pedagogy, University of Florida

REGISTRATIONS

Architecture: Florida #AR100595

YEARS OF EXPERIENCE

With DAG: 4.5 years
Total: 7 years

OFFICE LOCATION

Destin, FL

RELEVANT PROJECTS

OFFICE AND INDUSTRIAL

- » Landmark Office Center Master Planning, Fort Walton Beach, FL

RETAIL AND RESTAURANT PROJECTS

- » Bud & Alley’s Restaurant Addition, Santa Rosa Beach, FL
- » Emerald Coast Shopping Center
- » Gulfview Plaza Redvelopment
- » The HUB multiple locations:

- Santa Rosa Beach, FL

- Allen, TX

- » Inlet Beach Mixed Use Development, Santa Rosa Beach, FL
- » Long Beach Resort, Panama City, FL

- Lagoon, Buildings 1, 2, 3, Event Lawn, Diner, Hangout, Hotel, Retail, Stage & Venue

- » Sherwin Williams, Santa Rosa Beach
- » Sunliner Diner Interiors (sub-consultant), Pigeon Forge, TN
- » Surf Style Surf Shop, Destin, FL

- Indiatlantic, Ormand Beach, Perdido Key, and 30A, FL

RECREATIONAL PROJECTS

- » The Alley, Branson, MO
- » Myrtle Beach Hangout (sub-consultant), Myrtle Beach, SC
- » Zeke’s Marina, Orange Beach, AL

CIVIC AND COMMUNITY PROJECTS

- » Hurricane Michael Office Evacuation/Damage Mitigation
- » Okaloosa Gas District New Office, Valparaiso, FL

RESORT PROJECTS

- » East of Eden Beach House, Pensacola
- » 30A Artist Village
- » Blue Heron 34
- » Surf Style Mixed Use Development, Gulf Shores, AL
- » Kaiya Condominium Review
- » Kukla RV Park Clubhouse
- » Okaloosa Island Condominium & Marina



JAMIE STEPHENS

AIA, LEED AP BD+C, NCARB

PROJECT PROFESSIONAL

Jamie is a Licensed Architect, Licensed Interior Designer and Project Manager who has widespread experience in Multi-Family Residential, Retail Banking, Commercial Office, K-12 Education, Architectural Interiors, and more. A diverse addition to any project team, she is also WELL, LEED, FITWEL and CPTED Certified.

EDUCATION

Bachelor of Science in
Architecture, Florida A&M
University, 2013

Master of Architecture, Florida
A&M University, 2015
Alpha Rho Chi Medal

LICENSES & REGISTRATIONS

Architect: Florida #AR99963
Interior Design: Florida #ID6590
Fitwell AMB Practitioner
CSI-EP Certified

ASSOCIATIONS AND INVOLVEMENT

American Institute of Architects
(AIA), NWFL Chapter, Secretary,
Treasurer, & Director, CSI
Pensacola, Secretary, Florida
Foundation for Architecture
Member

YEARS OF EXPERIENCE

With DAG: 6 years
Total: 11 years

OFFICE LOCATION

Destin, FL

RELEVANT PROJECT EXPERIENCE

PUBLIC SAFETY/EDUCATION/MILITARY PROJECTS

- » St. George's University Courtyard Canopy, Fitness Center, Grenada
- » St. George's University Caribbean House Courtyard Tensile Structure, Grenada
- » Tallahassee Community College WEI Convention Center, Tallahassee
- » Walton County Schools-Dune Lakes Elementary, Santa Rosa, FL
- » FAMU Campus Dorm Study Live/Learn Study—Phase I, Tallahassee
- » Fire Station 16, Tallahassee, FL
- » Jefferson County Sheriff's Office, Monticello
- » Kirkman B-Wing 1st Floor Center, Mailroom, Basement, Cafeteria, and Lobby, Tallahassee, FL
- » St. Augustine FHP ADA Survey, St. Augustine, FL
- » FSU Landis Hall Below Grade Waterproofing, Tallahassee, FL
- » FSU Stadium Improvements, Tallahassee, FL

INTERIOR DESIGNER / PROJECT ARCHITECT PROJECTS

- » Hancock Whitney Bank, Hwy 77 Branch, Interior Designer, Panama City, FL
- » Southerland Family Funeral Home, Interior Designer, Panama City, FL
- » Mosquito Control Administration Building, Project Architect, Santa Rosa Beach, FL
- » Emerald Coast Convention Center RR Renovation, Project Architect, Fort Walton Beach, FL
- » Bluewater Fitness Center, Project Architect / Phase 1 Interior Designer, Niceville, FL
- » Sandwith / Siefker Medical Office Building, Fort Walton Beach, FL



Panama City Beach City Hall

Local Experience

With local office locations in Jacksonville, Panama City Beach, Tallahassee, and Chipley, Halff has worked extensively with local governments across northwest Florida for more than 30 years. We strive to continue providing exceptional services in the region, with notable projects such as Santa Rosa Boulevard in Okaloosa County, the Robinson Bayou Restoration in Panama City, the new amphitheater in Walton County. Halff has attained and maintained many professional engineering contracts through the work and dedication of our well-trained professional staff and continues to provide quality work products.

Successful Delivery of General Services Contracts

As demonstrated by the large volume of repeat work for more than 45 Florida local government continuing service contracts, we respond to our clients' needs over a wide range of project challenges. **Our local ongoing continuing service contracts include Okaloosa County, Walton County, Bay County, City of Panama City, and City of Panama City Beach.**

Current Workload

- Santa Rosa Boulevard Improvements, Okaloosa County, FL.
- Old Seagrove Roadway and Drainage Improvements, Walton County, FL.
- Robinson Bayou Drainage Plan, Panama City, FL.
- Old Town of Santa Rosa Regional Stormwater Facility and Event Venue, Walton County, FL.
- Escambia County Traffic Management Center, Escambia County, FL.

County Knowledge

Our team is well-versed in the County's processes, challenges, and procedures from our experience working together on four beach access parks on Okaloosa Island, in addition to June White Decker Beach access for the City of Destin and the re-design and construction of Marler Park, a 13-acre park on the Choctawhatchee Bay. In more recent years we have worked with the County on numerous projects including a new TMC Center, telecom and traffic engineering contracts, facilities and parks maintenance, and roadway engineering.



David Hutcheson, PE, PSM

David Hutcheson has 38 years of experience in the fields of civil engineering and land surveying. His professional experience has been acquired through multiple project responsibilities involving comprehensive engineering design, surveying, and project management tasks for many different types of projects including water, sanitary sewer, streets, drainage, site civil, and roadway projects.

REPRESENTATIVE PROJECT EXPERIENCE

Benny Russell Park Expansion Phases 1-4, Santa Rosa County, FL.

Project Manager/Engineer of Record to provide a world class recreational experience for all ages and abilities. The existing playground, office/restroom building, and parking facilities remain with minor improvements for ADA access. The elements of the project include an interactive water park, restroom facility, multipurpose sports field, multi-use on-site walking path, a neighborhood interconnection multipurpose walking path and a space to construct a future building for community recreational activities.

Hotz Avenue Stormwater Improvements, Walton County, FL.

Halff provided Walton County with services that included engineering and permitting for the rehabilitation and reconstruction of Hotz Avenue located in Grayton Beach. Improvements include the design of a new stormwater conveyance system, the installation of a Vortex system for improved water quality and converting the roadway to an inverted crown facility to assist with existing flooding conditions located in front of The Red Bar restaurant. Halff was responsible for the roadway design, drainage analysis, utility coordination, and permitting.

Dune Allen Regional Beach Access, Walton County, FL.

Halff provided surveying and mapping, site planning, civil engineering, geotechnical, architectural, and ecological/ environmental services for the permitting and construction of the new Dune Allen Regional Beach Access located on County Road 30A. The subject land parcels are approximately 1.12 acres in size, collectively and front the Gulf of Mexico. Design documents included provisions for a new public restroom, vehicular parking including bicycles, stormwater management system, an ADA compliant elevated boardwalk system to the beach, and connectivity to the regional trail/sidewalk system. Halff also provided bid and construction administration assistance to verify successful completion of the project on the open beach.

Navarre Beach Soundside Park Improvements, Santa Rosa County, FL.

The Soundside Complex included construction of two new beach access boardwalks from an existing pavilion/parking lot area to the Santa Rosa Sound, as well as a new ADA kayak/canoe launch and boardwalk facilities. In addition to this work, approximately one acre of dune habitat was restored. The dune restoration involved planting gaps in the existing dunes within the project area. The Gulfside Walkover Complex work included constructing a large parking area, restroom facility, three picnic pavilions with boardwalk connections, observation tower, and a dune walkover that provides ADA access to the beach.



EXPERIENCE

38 Years

EDUCATION

BS, Civil Engineering, Florida State University, 1985

REGISTRATION

Professional Engineer:
FL # 38670

Professional Surveyor &
Mapper: FL # LS5051



221 Hollywood Blvd NE
Fort Walton Beach, FL 32548
(850) 244-6189 Phone
(850) 244-0545 Fax

1399-M Jenks Avenue
Panama City, FL 32401
(850) 215-4068 Phone

Johnson, Peaden Engineering, Inc. was founded January 2001. We provide mechanical engineering design including HVAC, plumbing and fire protection. We have offices in Fort Walton Beach and Panama City to better serve the needs of our clients. We maintain two professional engineers on staff as well as designers. We are registered in Florida, Texas, Georgia, Alabama, Arkansas, North Carolina, South Carolina, Pennsylvania, Tennessee, Louisiana, Missouri and Mississippi. We maintain memberships in American Society of Heating, Refrigerating and Air-Conditioning Engineers, American Society for Healthcare Engineering, National Council of Examiners for Engineering and Surveying, International Code Council and American Society of Plumbing Engineers.

James W. Johnson, Jr. is one of Johnson, Peaden’s owners and one of their lead professional engineers. Mr. Johnson is a LEED Accredited Professional with the US Green Building Council. Mr. Johnson has over 24 years of experience as a mechanical engineer and is registered in six different states as a professional engineer. Mr. Johnson has extensive experience with all different types of HVAC, Plumbing and Fire Sprinkler design.

Jonathan M. Peaden is another lead professional engineer for Johnson, Peaden. Mr. Peaden is a LEED Accredited Professional with the US Green Building Council. Mr. Peaden has over 20 years of experience as mechanical engineer and has extensive experience with all different types of HVAC, Plumbing and Fire Sprinkler design.

Johnson, Peaden Engineering, Inc. has completed designs for new and renovated schools, high- and low- rise apartments and condominiums, shell and tenant spaces, military projects, Corps of Engineer projects, churches, SCIFS, libraries, museums, offices, restaurants, houses, multi-family dwellings, colleges, fire stations and convention centers. Johnson, Peaden has also served as the prime designer for several projects.



James W. Johnson, Jr, PE, LEED AP
Mechanical Engineer

James Johnson is an owner and professional engineer at Johnson Peaden Engineering, Inc. Opening his business in 2001, he contributes to a combined 18 years of experience. His work includes design of hotels, restaurants, high-end residences, museums, retail shops, fire stations, schools, condominiums, libraries, resorts, conference centers, and military.

Education

Bachelor of Science Mechanical Engineering, University of Alabama 1993

Professional Registrations

Professional Engineer Florida, Alabama, and North Carolina, Texas, Georgia, Mississippi, Arkansas, Tennessee, Pennsylvania, Missouri

LEED Accredited Professional

Professional Affiliations

ASHRAE, ASPE, NCEES, ICC, ASHE

Total Years: 23

Years with JPE: 18

Relevant Project Experience

- Security Forces Facility BRAC Bldg 272, Eglin AFB, Florida
- TMO Cargo Processing Facility, Eglin AFB, Florida
- Public Library for the city of Panama City Beach, Panama City Beach, Florida
- Renovation to Building 223, Tyndall AFB, Florida
- DEA Tallahassee, Tallahassee, Florida





APEX ENGINEERING GROUP, PLLC FIRM PROFILE

BACKGROUND

Apex Engineering Group, PLLC is a full-service consulting structural engineering firm headquartered in Santa Rosa Beach, Florida. Apex Engineering Group provides services to clients throughout the United States, Central America and the Caribbean. The firm and its principals hold licenses to practice engineering in Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, New Mexico, North Carolina, Tennessee, and Texas. Our team of design professionals has been providing engineering design and consulting services to hundreds of architects, owners, contractors, and governmental agencies since 1986. As a certified FDOT Small Business, Apex Engineering Group brings the right mix of local presence and experience to deliver infrastructure, transportation, commercial, institutional, residential projects and beyond. We have extensive experience working with FDOT on a wide range of services from in-situ structural engineering inspections and consulting to delivering full structures design contract documents and providing post-design services during construction. Our work includes prestressed concrete and steel bridge design, bridge rehabilitation and widening, bridge load ratings, buildings, retaining walls, and miscellaneous structures.

EXPERTISE

INFRASTRUCTURE | TRANSPORTATION

Long Span Interchange Bridges
Low-Level Water Crossings
Bridge Replacements
Bridge Widening
Bridge Load Ratings
Bridge Repair Projects
Bridge Scour Analysis
Sheet Pile Walls
Retaining Walls
Box Culverts
Overhead Sign Structures
Signal Structures
BRIM/3D Modeling & Deliverables
Construction Specialty Engineering
GEC & Districtwide Contracts
Design-Build & Alternative Delivery
Design & Constructability Reviews
Value Engineering
Erection Analysis
Specification Writing
Local, State & Federal Permitting

RESIDENTIAL | COMMERCIAL | INSTITUTIONAL

LEED Accredited Design
IBHS Fortified, Threshold, Hardened, & Shelter Building Design
Foundation & Retaining Wall Design
Parking Deck Design & Analysis
BIM & 3D Modeling
Finite Element Design & Analysis
Door & Window Analysis & Component Certification
Constructability Reviews
Value Engineering
Specification Writing
Threshold & Special Inspections
Analysis & Investigation of Existing Structures
Forensic & Failure Analysis
Handrail & Building Safety Inspections
Feasibility Studies
Building Code Analysis
Local, State & Federal Building Permitting
Coastal Construction Permitting
Construction Management

APEX ENGINEERING GROUP, PLLC | FIRM PROFILE

KEY STAFF & LEADERSHIP

ALAN MARCHMAN, PE

Alan is a senior structural engineer and project manager with more than 16 years of experience in transportation structural design, construction services, and project management on design-build, design-bid-build and alternative delivery projects. His experience includes final bridge design for steel and concrete superstructures, conventional reinforced and post-tensioned substructures, bridge widenings and rehabilitations, as-built and updated load ratings, various standard and miscellaneous structures, and preliminary engineering and planning studies. Alan's experience extends from design of vehicular and rail bridges through construction of highway and light rail structures, to structural maintenance tasks. Alan also brings experience leading and managing staff and tasks on GEC and Districtwide contracts, including supporting in-house staff.

ALLEN BARNES, PE, LEED AP

Allen is senior structural engineer with more than 20 years of experience in structural design, detailing, and drafting. His experience includes the design of bridges, retaining walls, conventional reinforced and post-tensioned structures, and various standard and miscellaneous structures. His experience also includes providing post-design services during construction and inspections on infrastructure and transportation projects. Allen's experience leading teams and projects includes overseeing structural design and operations for an entire office, contract management, and maintaining client and stakeholder coordination to deliver successful projects.

TERRY ANDERSON, PE LEED AP

Terry is a senior structural engineer with more than 45 years of experience in structural design, detailing, and drafting. His experience includes design of bridges, retaining walls, foundations, stadiums, parking garages, and miscellaneous structural systems. In addition to his roles delivering projects for his clients, Terry has served as a professor teaching Construction Management and Construction Risk Management at the University of Southern Mississippi.

Our leadership is supported by a dedicated team of professional Project Managers, Structural Engineers, CAD Technicians and Designers, and administrative professionals to ensure successful delivery for clients and stakeholders.

KEY PREQUALIFICATIONS & CERTIFICATIONS

FDOT Prequalifications

- 4.1.1 – Miscellaneous Structures
- 4.1.2 – Minor Bridge Design
- 5.4 – Bridge Load Ratings

FDOT Certified Small Business

78-A RIKER AVE. SANTA ROSA BEACH, FL 32549 | 850-231-4540 | WWW.APEXENGINEERINGGROUP.NET



Engineering For You, Wherever You Are.

DESIGN SERVICES

HG provides electrical engineering for buildings or sites of all types for a wide range of clients including the military, federal and state governments, industrial, municipal, commercial, universities and school districts. Design includes power, lighting, lighting control, mechanical power and fire alarm systems. Energy efficient green building design services include LEED, Green Globe and Florida Green Building Coalition standards. Building designs include K-12 school, university buildings, fire stations, police stations, office buildings, laboratories, restaurants, condominiums, hospitals and parks.

HG provides electric utility distribution design, industrial power design, relaying protection and control design, implementation and testing, grid-tie photovoltaic power design, supervisory control and data acquisition (SCADA) design, integration and testing and arc flash mitigation design. Type of construction design experience includes new and renovated 15kV substations, networked switchgear, seaports, schools and stadiums, military, medical and municipal facilities.

TESTING SERVICES

HG conducts site investigations, relay protection and logic programming, fiber optic arc detection systems, SCADA integration, performance verification testing and commissioning. Electrical site investigations include power system studies and Arc Flash Analysis for low and medium voltage sites per NETA and IEEE standards.

SINCE 1969

HG Engineers (HG) is an electrical, energy and telecommunications design engineering company located in the Panhandle of Florida. The firm has provided a wide range of electrical engineering services to private citizens as well as Federal, State and Local Governments since 1969 providing electrical engineering documents for new and renovated construction projects. HG transformed into what it is today back in 1999. Our Panama City office opened in 2020 followed by our Pace office in 2022.



HG Certifications:
4 Professional Engineers
1 RCDD
2 LEED
1 Lighting Cert. (NCQLP)
1 CLCP (NALMCO)
1 NICET Level 2
1 Master Electrician

HG Firm Personnel:
4 Professional Engineers
4 Degreed Engineers
2 Lighting Designers
6 Electrical Designers
1 BIM Manager
1 CAD Drafters
2 Administration

www.hgengineers.com
850-243-6723



DANIEL WHITE

P.E. LEED AP (BD+C)

Project Manager
Electrical Engineer
Energy Engineer
Business Owner

14 Years Experience -- 14 Years with HG Engineers

EDUCATION

May 2006
BSEE

January 2012
PE

April 2011
LEED

FOUNDATION:

Bachelor of Science in Electrical Engineering - Auburn University

PROFESSIONAL LICENSES:

Professional Engineering license in Florida - 73790
Licensed in AL and NC.

INDUSTRY FOCUS:

Accredited Professional for Building Design and Construction

COMPANY ROLE

Dan has 15 years of degreed consulting engineering and seven years of experience working for a consulting engineer company prior to obtaining his degree. He leads the engineering for architectural design services. He has field experience as a project engineer surveying power systems on military projects across the continental United States and internationally in Germany and Japan. His design experience includes military, schools, multi-family housing, airport terminals, churches, parks, and commercial buildings.

EXPERIENCE

Panama City TPO - Panama City, FL
Okaloosa County Administration Building - Shalimar, FL
Santa Rosa County Courthouse - Milton, FL
Okaloosa County Courthouse - Crestview, FL
Walton County Schools Transportation Facility - Defuniak Springs, FL
BDS Transportation Center Rebuild Project - Panama City, FL
Captain Leonard Destin Park, Destin, FL
Tyndall AFB Commercial Gate - Tyndall AFB, FL
Surf Style - Destin, FL
Okaloosa County Sheriff's Office - Shalimar, FL
CoPC Vehicle Maintenance Facility Repair and Reno - Panama City, FL
Destin Linear Park - Destin, FL
Bay County Government Center Generator - Panama City, FL
Walton County Fleet Maintenance Renovations - Defuniak Springs, FL
Walton County Public Works - Defuniak Springs, FL
SWFD Fleet Maintenance and Training Tower - Santa Rosa Beach, FL
PSFB Main Gate Relocate - Patrick Space Force Base, FL

HG ENGINEERS

142 Eglin Parkway SE
FORT WALTON BEACH
Florida 32548

621 N. Tyndall Parkway, Unit C
PANAMA CITY
Florida 32404

4286 Woodbine Road, Suite D
PACE
Florida 32571

AFFILIATIONS

Florida Engineering Society

National Society of Professional Engineers

Society of American Military Engineers

U.S. Green Building Council

SKILLS

Power Systems // Energy
Lighting // Fire Alarm Systems
Grid-Tie Photovoltaic Power // Power
Metering // RF // ESS
CCTV // ACS



Founded in 1967, Kimley-Horn is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, and environmental services to clients in both the private and public sectors. Over the years, we have grown from a small group of engineers and planners to one of the most respected consulting firms in the nation—and a recognized leader in public realm design. Today, Kimley-Horn has more than 7,400 employees in 120 offices across the United States and Puerto Rico, offering a full range of consulting services to local, regional, national, and international clients.

We are recognized for the outstanding work of our consulting staff, the quality of our work environment, and our stature as a business enterprise. In 2023, *Fortune* named Kimley-Horn one of its “100 Best Companies to Work For” for the 16th time. We were also ranked 9th overall and 5th among the top 100 pure design firms by *Engineering News-Record (ENR)*. Much of our growth extends from the confidence and trust that clients have in us.

Our history with clients in Florida has demonstrated our ability to assemble a diverse team of in-house professionals from our local offices throughout the state, including Panama City Beach and Tallahassee. We have local and regional experience with team members who have extensive knowledge of Destin and the surrounding areas. Kimley-Horn has the size, diversity of talent and services, and a proven history of producing innovative, award-winning designs. We take great pride in the strength of our resources, our integrity as a firm, and the character of our people. Throughout the firm’s growth, we have come to appreciate the value and importance of remaining true to our roots, focusing on our local clients, and providing them with the personalized and responsive service they deserve. Kimley-Horn is a firm with many disciplines but one expertise: making our clients successful.

CHARLIE JOHNSON, PLA, ASLA

Landscape Architecture

Charlie has 20 years of experience specializing in urban design, landscape architecture, park design, permitting, and site construction observation. His strengths include environmental analysis, design and planning, public presentations, design workshops, municipal plan approvals and permitting, cost estimating, and construction documentation and observation. He has provided these services for municipalities and urban communities, recreation facilities and parks, mixed-use/urban infill sites, and colleges and universities for two decades. He has significant experience working with the Blueprint Intergovernmental Agency, the City of Tallahassee, Leon County, and the Florida Department of Transportation (FDOT).

Relevant Experience

Monroe-Adams Corridor Placemaking, Tallahassee, FL — Landscape architect. Kimley-Horn was selected to develop a placemaking vision and 30% construction documents for the Monroe-Adams Corridor Placemaking project. Originating from the Monroe-Adams Action Plan, our landscape architects led a multidisciplinary team providing community engagement/outreach, hardscape, landscape, roadway, and utility design services for five distinct corridors in Tallahassee’s South City. We provided a detailed vision for each corridor. Constrained rights-of-way, overhead electric transmission and distribution lines, billboards within FDOT right-of-way, curb cuts into existing businesses, and aging water and sewer infrastructure required thoughtful solutions. The resulting design provides wide sidewalks, extensive landscape, a road diet, on-street parking, sharrows (shared-use bicycle lanes), decorative streetlights, and other treatments to create a sense of place in the City’s southside. As a result of this \$4.5 million public sector investment, existing businesses will continue to thrive, and new businesses will relocate to the area..

***Apalachee Regional Park and Cross-Country Venue, Leon County, FL** — Landscape architect who worked with Leon County on the Park Master Plan to identify current and future needs for this over 600-acre site known as Apalachee Regional Park. The site was formerly used as a landfill in 2012 and has now been transformed into a park and recreation space with a passive recreation focus, such as hiking, biking, and disc golf. His previous firm designed the Cross-Country Course located within the park. The course is nationally recognized as the premier facility in collegiate Cross-Country events and hosted the 2021 NCAA National Cross-Country Tournament.

***Chaires Ballfield Park, Leon County, FL** — Senior project manager. Provided master plan services through construction phase services for the Chaires Park Baseball Field. The 49.92-acre park site additions include a 60/90 baseball field, parking, allowance for future concession/restroom areas, a playground area, low maintenance planting, entrance and exits to adjacent roads, lighting, utilities, and stormwater management. Care was taken to work carefully with existing conditions for minimized grading costs and preservation of heritage Live Oaks.

***Captain Leonard Destin Park, Destin, FL** — Landscape architect. Captain Leonard Destin Park is a 3.42 +/-acre park that provides public space for water activities, play, education, gathering, and passive recreation use. Design considerations included accessibility, the preservation of views from Calhoun Avenue, protection of the existing heron rookery on site, celebration of the site’s history, parking, and circulation that encourages exploration of the park. Features of the park include handicapped beach access; a splash pad; a new dock; shoreline kayak launch; picnic pavilions; educational interpretation and a playground.

**Experience prior to joining Kimley-Horn*



- Years of Experience:
 - 20 years
- Professional Credentials
 - Bachelor of Landscape Architecture, University of Georgia
 - Professional Landscape Architect in Florida, #LA6667402
 - Professional Landscape Architect in Georgia, #LA001928
 - American Society of Landscape Architects (ASLA), Member
 - Urban Land Institute (ULI), Associate Member



Delivering Leading-Edge Solutions

Company Profile

Since 1987, Taylor Engineering, Inc., with headquarters in Jacksonville, Florida; branch offices in Destin and Tampa, Florida; and regional staff throughout Florida and the North Atlantic, has provided leading-edge solutions to challenges in the water environment. The company focuses its attention on water-related engineering, planning, management, and environmental challenges with an emphasis on coastal regions. The company takes on projects — coastal restoration and management, coastal processes analysis, beach nourishment, coastal structures, ports, harbors and marinas, environmental restoration and management, waterfront access structures, wave and storm-surge modeling, flood control, flood insurance studies, and more — that cover the spectrum of water-related issues. Each service shares a common characteristic: it supports projects occurring in the water or at the water’s edge.

Taylor Engineering operates a Coastal and Marine Geosciences Laboratory (Coastal-Geo Lab) in Jacksonville, Florida. The main function of the Coastal-Geo Lab is to collect and analyze sediment samples specifically for identification of beach-compatible sediments in accordance with Florida Law (F.A.C. 62B-41.007) and State regulatory standards. The lab specializes in analysis of sediment samples and cores collected from beaches, navigation channels, and dredged material management areas. Through this laboratory, Taylor Engineering oversees the collection, classification, sampling, sieve analysis, data manipulation and interpretation, and reporting of sediment samples for many purposes, including borrow area design, dredging project planning, emergency response, dredged material management area offloading, and coastal nourishment. The lab is accredited through AASHTO and validated by the USACE.

Staff and Capabilities

Taylor Engineering is one of the largest Florida-based coastal, marine, and water resources engineering firms, and few if any companies can match Taylor Engineering’s company-wide focus on coastal and water resource engineering, sciences, and management. Of Taylor Engineering’s 58 staff, 38 are engineers, scientists, and geologists; 23 are coastal, ocean, or marine engineers; and five are marine biologists, aquatic ecologists, or environmental scientists. In addition, Taylor Engineering’s nine civil, structural, and environmental engineers and geologists specialize in disciplines related to engineering in the water environment — marine structures, dredging, and hydrology and hydraulics. Twenty-six members of our professional staff hold advanced degrees in engineering or sciences.

These team members’ skills and experience include coastal and environmental engineering and management; coastal and environmental restoration design; environmental sciences and permitting; hydraulic, morphological, and hydrodynamic modeling; coastal, riverine, and estuarine processes; marine engineering; hydrology and hydraulics; structural engineering; civil engineering; and construction administration, observation, and certification. Several senior team members bring additional years of experience working in key coastal and environmental engineering divisions of federal and state agencies. Additional support staff include AutoCAD technicians, programmers, geographic information systems (GIS) analysts, IT personnel, finance and accounting specialists, and technical editors.



TAYLOR ENGINEERING, INC.

Delivering Leading-Edge Solutions

Duncan Greer, P.E.

Coastal / Waterfront Engineer

Education

M.S./Coastal Engineering,
University of Florida

B.S./Civil Engineering, Florida
State University

B.S./Environmental
Engineering, Florida State
University

Licenses/Certifications

Professional Engineer—FL
(#83306)

Transportation Worker
Identification Credential

Remote Pilot Airman
Certificate

Years of Experience

Total	With Firm
11	10

Professional Affiliations

American Society of Civil
Engineers (ASCE)
Coasts, Oceans, Ports, &
Rivers Institute (COPRI)

Background/Responsibilities

Mr. Greer is a regional office leader (Destin, FL) and is experienced in project and program management. As a practicing coastal and waterfront engineer with background in civil and environmental engineering, Mr. Greer leads project development and multidisciplinary teams to realize complex waterfront projects from conceptual feasibility, through regulatory permitting, final engineering design, and construction administration. His expertise in the water environment is demonstrated by successful projects serving public and private clients, often incorporating coastal protection and stabilization, beach restoration, dredging, living shorelines, bulkheads, mooring and marina facilities, boat ramps, fishing piers, and related waterfront and coastal structures.

Mr. Greer conducts coastal processes analyses and structure design, including numerical modeling of waves, sediment transport, and storm impacts as well as analyses of wave attenuation and diffraction provided by coastal structure alternatives. His duties include preparing technical documents, including construction drawings and specifications; performing construction administration services, structural inspections, feasibility studies, and data and statistical analyses; and physical and environmental site monitoring.

Project Experience

- Pointe Resort Marina, Destin, FL (Ongoing) – Project engineer for a 50-slip marina in Destin Harbor, including data collection, design, and regulatory permitting for the docking facilities, dredging (~9,000 cy), bulkhead, and associated utilities. The project included dredging design, bulkhead repairs, and coordination with upland civil components.
- Norriego Point Shoreline Stabilization and Recreational Improvements, Destin, FL (Ongoing) – Performed the design of shoreline stabilization and led recreational improvement design on Norriego Point within East Pass. Project manager and engineer of record for recreational improvements. Services include submerged aquatic vegetation surveys, dredging permit modification, coastal conditions analysis, value and final engineering design, construction drawings and specifications, and bid and construction administration.
- Pre-Storm Beach Monitoring, Okaloosa County, FL (Ongoing) – Project manager for the collection of topographic and bathymetric profile data, physical beach monitoring, data processing and analysis, and reporting for the Western Destin Beach Restoration Project and East Destin monitoring areas.
- FDEP Joe’s Bayou Recreation Area Improvements, Destin, FL (Ongoing) – Project manager and lead design engineer for the ~\$10M recreational access improvement project. The 22-acre project area incorporates boat ramps, breakwaters, fishing pier, boardwalks, parking areas, restrooms, docking facilities, stormwater, etc. The contract includes all project phases from data collection, structure evaluations, master planning, permitting, design, and construction administration.
- Harbor Hospitality Inn Marina Conceptual Design, Destin, FL (2020) – Developed conceptual design alternatives and conducted regulatory agency pre-application meeting to identify regulatory issues for a hotel marina.
- East Pass Emergency Dredging and Holiday Isle Beach Restoration, Destin, FL (2020) – Services include construction drawings and technical specifications; construction administration, observation, and certification services; post-construction sediment sampling and analyses; and post-construction physical monitoring.

Current Project Work Listing	Labor Contract Amount	Remaining Labor
Joe's Bayou Recreation Area Improvements	144,292.80	4,087.62
Zukku Sushi Suite 2180	24,679.00	172.58
Island Resort FWB - Events Atrium	29,000.00	1,400.00
Grand Ridge K-8 School - Jackson Co. new site	1,620,698.20	50,330.70
Okaloosa Gas District Valparaiso Campus - Admin Building	1,673,083.16	147,752.27
Norriego Pointe Condo	2,676,158.00	353,933.52
Pompano Joe's Permit Plans	102,000.00	14,042.00
Bel Air Village Concept Development	125,000.00	7,287.78
Okaloosa Gas District Valparaiso Campus - Operations Building	268,566.32	70,327.33
Good News UMC New Education Bldg & Plaza	187,764.00	27,928.56
Hotel Destin	75,000.00	48,750.00
WCS ECTC Emergency Medical Training Space	100,076.00	38,801.50
Okaloosa Gas District Valparaiso Campus - Warehouse/Shops	229,489.06	139,789.22
Okaloosa Gas District Valparaiso Campus - Fleet Maintenance	108,364.06	61,892.07
Howard Group - Destin Hwy 98/Mountain Drive (Southern Riviera)	387,200.00	347,520.00
Alys Beach Somerset LL24 Condo	1,110,879.00	309,790.28
Walton Co Bldg Permitting and Training Facility	594,500.00	296,087.50
Alys Beach TC 6-7 Mixed Use Condominium Buildings	1,107,858.00	255,008.08
St. John Paul II Catholic Parish - Ponte Vedra	247,681.25	225,816.25
WEI Master Plan Update	327,033.00	198,045.16
Alys Beach Somerset LL13 Condo	564,650.00	171,506.60
Inlet Beach Mixed Use - Phase II	770,062.60	169,487.06
Navarre Town Center	257,081.25	168,957.00
Alys Beach TCS Peer Review and CA Services	324,056.00	105,543.50
FPSI Masterplanning	181,048.00	101,340.50
Christ Our Redeemer Catholic Church-Faith Formation Bldg	190,075.00	65,465.72
Alys Beach Tennis Center Expansion	246,108.50	56,119.75
SWFD Miramar Beach Fire Station	174,942.00	52,050.74
Sandestin Owners Association Office	171,702.50	51,852.82
South Walton County Mosquito Control District New Headquarters	294,950.00	49,359.06
Linear Park/98 Palms Blvd Extension	70,000.00	48,087.50
Holmes County Schools GAP Remodeling	75,000.00	47,237.50
Harbor and Marina Redevelopment - Heron Harbor	38,000.00	37,000.00
TCC WEI Infrastructure Extension	49,880.00	33,642.50
Surf Style - AL 182 x Russell Drive, Orange Beach	133,681.60	32,162.32
Destin HS Masterplan and Multi-Story Classroom	263,991.03	26,791.73
Town Center 3 & 4 at Alys Beach	766,496.00	22,908.75
Surf Style Ormond Beach - Ocean Shore Boulevard	56,438.50	15,640.70
Surf-Style - Front Beach Road, Panama City Beach	56,125.00	13,362.50
SOA Pool #1 Renovation	52,740.00	12,040.25
WCSD FISH MAP Updates	75,000.00	11,937.50
Kaiya Club Residences	1,117,415.00	9,986.25
Surf Style Indialantic	71,030.25	9,884.80
Aegean Condo	35,000.00	9,565.00
Destin Residence on Joe's Bayou	18,000.00	9,000.00
Bud & Alley's Continuing Services	43,938.89	8,073.89
City of Mexico Beach Municipal Complex Master Plan	44,112.00	8,004.00
Concept Design & Master Plan for Crestview Skateboard and RC Track	20,000.00	5,491.25
One Seagrove Place Condominium	158,950.00	5,300.00
Beachcomber Event Lawn and Entertainment District	36,000.00	4,281.25
White Family Trust Property - Destin Marina	35,000.00	3,700.00
Hilton Grand Vacations - Sandestin Interiors Renovation	43,500.00	3,616.25
TCC - Ghazvini Med Lab Addition	11,125.00	2,050.00
Rocky Bayou Christian School	262,903.83	1,641.08
Step One - 97 Hill Ave "Center of Excellence"	124,710.00	1,080.75
550 HWY 85	1,000.00	1,000.00

d) Availability location and workload of the proposed team contained on a maximum of one (1) page including:

1. Current project work listing and remaining labor commitments.

Please refer to the table on this page.

2. Historically, describe the typical number of projects handled by the Respondent's key project managers at any given time.

Our architects typically handle 3-4 projects at a time. With over 70 employees, DAG has the bandwith and resources to complete any project

3. Projected workload of project management activities as defined in the scope of services.

45% of the Project Manager's workload on the team will be dedicated to a city project once a project starts.

4. Identification of any sub-consultant firms providing significant services that may be assigned more than five (5%) of the work.

Depending on the project scope, subconsultants that can be utilized are Halff, Johnson Peaden, Apex Engineering, Tayloring Engineering, Kimley Horn and HG Engineers.



Bay County Courthouse



COORDINATION, RECORD KEEPING, AND REPORTS

To deliver the best project by all metrics, we start with a coordinated approach. This approach focuses on developing solutions, integrating your goals into design, and the architecture and interiors of the building. Tools used during the design process to ensure complete and thoroughly coordinated construction documents include:

- » Programming meetings to understand project goals and needs and to help stakeholders understand requirements.

- » Produce meeting minutes and an outstanding items log to ensure all the project requirements and decisions are recorded. These logs will be reviewed at the start of each core meeting.
- » Uniform and consistent drawing standards for use of all members of the team.
- » Ensure that construction documents accurately reflect the design decisions directed or authorized by the client.

- » Perform periodic milestone reviews and establish review criteria for each milestone.
- » Conduct third-party quality reviews at specified milestones.
- » Provide designated leadership and allocation of resources to ensure the integration of all consultant services and the careful coordination of their documents and specifications.

Our process is structured around frequent and inclusive workshops, cost checks, and design evaluations throughout each project. Teamwork is paramount to the ability to deliver the best project. The design team, client, and contractor will feel a strong sense of ownership throughout.

Our project management control system will:

- » Establish an understanding between the end users, leadership and the Design team of each project's original scope of work and basis of design.
- » Minimize surprises from "scope creep."
- » Maintain accuracy of schedule and productivity measurements.
- » Assist in ongoing efforts to control/ manage changes for the entire project.

During each project's construction the Project Manager and the Project Architect will coordinate the design team construction support activities with the client and contractor, including RFI (Request for Information) responses, shop drawing reviews, site inspections, pay application reviews, and project closeout documentation and as-built drawings.

DESIGN APPROACH

DAG's project structure emphasizes four fundamental principles to efficiently resolve issues and maintain project commitments, while working collaboratively with SCPS:

1: Excellent Communication

We understand the importance of open and frequent and communication, and their impact for a successful project. We respond to phone calls and emails in a timely manner and respect everyone's time by communicating the appropriate amount of information. Our point of contact will be accessible and responsive. In addition, standing meetings held on a recurring schedule facilitates attendance by all parties. We lead and actively participate in workshops, charrettes and focus groups to identify performance and design criteria as an integrated group.

2: Understanding Your Needs

The design team will organize a thorough program verification process, including a charrette to define, document and budget the specific programmatic requirements of your project prior to starting actual design work. We will work as an integrated team with all stakeholders, as determined by your leadership, to verify and validate the program as a firm foundation for a successful integrated delivery process.



3: Quality Assurance

We will work closely with you and other stakeholders to review constructability, maintainability and operational issues in the early phases of the project and continue throughout the design process to optimize project results. We focus on attentive service, technical thoroughness, and resource efficiency.

4: Team Consistency & Follow Through

The design team will staff your project consistently from project start to close out. The same team that programs your project will produce the design and administer construction in the field.

Should any issues arise, DAG will identify the problem, propose solutions and follow through with clear documentation on the agreed solution. We focus on collaboration and open communication in resolving issues, rather than defending a position.

DESIGN REVIEWS AND COORDINATION

We are highly experienced in managing city and public projects. Our approach to achieving your objectives include listening, responding and following through. We advocate a collaborative programming and design process that engages many participants in an interactive and responsive process that fully responds to the stakeholders’ concerns.

Our role is to ensure that all stakeholders are identified, represented, and heard, to ask the right questions, and to bring to the table our team’s knowledge of other applicable solutions along with our design and construction expertise. We believe in and are committed to an integrated and collaborative process.

Work Plan Development

We believe that a well-developed work plan for each phase of a project is one of the keys to a project’s success. Its major components — schedule, staffing plan, and list of tasks and deliverables — are developed in a manner consistent with the quality control plan established for each project. Through proper staffing, accountability, precise decision-making, open lines of communication and proactive cost-control, we achieve quality assurance and quality control on our projects. Our team will be dedicated to your project from beginning to end. The design team will work collaboratively with you and other key stakeholders to develop a work plan at the onset of the project.

Design Process

Our design philosophy ensures collaborative and inclusive interactions. We seek input from the City and the contractor and incorporate this input into the designs. We share the successes, challenges, and experiences with all stakeholders involved. These project representatives include:

- » Architects, Engineers and Consultants
- » Sustainability Leadership
- » Subject Matter Experts, as needed
- » Suppliers
- » Program & Construction Managers
- » Facilities + Maintenance
- » IT and Communications

Our integrated process involves ideation, collaboration, and decision-making in two ways:

- » Vertically from strategic plans to on-the-ground operations.
- » Horizontally across departments and offices.



PERMITTING

During design documentation, we prepare schematic design, design development, and construction documents in conjunction with our engineering consultants. These documents will include all drawings, calculations, plans, and specifications required to explain the design intent and proposed construction. To be considered complete, the documents must also meet all state and local permitting requirements.

We will be responsible for submitting construction documents to the required government agencies having jurisdiction (AHJs) over the project. The construction documents are to be submitted on a pre-determined schedule allowing submittals to be reviewed in part or by discipline to lessen the time required to obtain the required

permits and to allow construction to begin in phases.

DAG Architects is responsible for making all revisions to construction documents required to comply with AHJs and will attend and participate in meetings with any permitting authorities as necessary.

As the architect, we set up pre-review meetings with local permitting authorities to discuss the project scope, zoning, fire protection compliance, or any other project aspect that may affect permitting. From our decades of experience, we have learned that rules for each AHJ can vary by locale and by project. The pre-review meeting is an important and necessary component of any project and can prevent miscommunications and project delays.

We also hold informative meetings with City staff, department heads, and other user groups to ensure that our recommended design addresses programmatic, energy efficiency and site considerations successfully.

Meetings will occur at the completion of each phase to review submittals. The design team reviews all AHJ comments and resolves any outstanding issues. During the design documentation process, we meet often with our sub-consultants to define all proposed systems and to perform quality control and coordination. Complete signed and sealed construction documents are submitted to all required agencies for review and permitting.

SCHEDULING & PHASING

Our team has found the following concepts keep projects on schedule:

- » Be flexible and adapt to change. The schedule document itself needs to be clear and easy to understand
- » A commitment to honor the schedule from everyone involved in the project
- » Have the appropriate participant at each meeting
- » Thorough documentation of decisions made during each meeting and sent out to all stakeholders
- » Use technology, such as a web conferencing system, to have quick meetings to solve immediate problems instead of calling a large meeting

DAG will develop a detailed schedule in conjunction with your project leadership team. The schedule will drive the structure of the work plan and identify interim and final milestones. Additional constraints, if any, will be applied, and the schedule will then be coordinated with design and construction activities. The schedule will be updated as the project progresses to communicate expectations and keep goals achievable. A weekly updated Task/Action Item list will be integrated with the schedule to measure progress. The task list will be updated at each project phase.

BUDGETING

Early critical decisions about the scope will set the path for realistic cost estimating in all phases. For each project, we work closely with estimators and the contractor to establish a cost model during the Programming Phase by organizing the total project cost into a number of components or systems and to establish a sub-budget. We scrutinize and validate the program to apply design efficiencies from the inception of the project, rather than “value engineering” as a defensive method of keeping the project within budget.

Establishing target value budgets and sub-budgets allows for discussions and consensus building across the entire team regarding each component relative to the performance expectations, desired appearance, intended quality level, and a host of other criteria that will guide the amount of money, from within the overall budget, to be allocated to each component.

We test systems early in design when decisions yield the best value. This approach will allow your staff to consider systems from not only a first cost basis but for the life of your facility. We also have extensive expertise in designing innovative systems economically, such as mass timber, high performance glazing, and specialized MEP systems.

Component budgets for the various project elements provide a communications / contractual tool for the team to manage quality and control tasks. We have the benefit of having many similar projects either under construction or recently completed, that we can compare with actual construction costs. The conceptual cost model is critical to the project’s success.

CONTRACT ADMINISTRATION

The best people to administer the contract are exactly the architects and engineers who have prepared the documents. This is the formula for seamless continuity, and it is particularly valuable in facilitating clear lines of communication when a fast track method of design and construction is selected. Our design team will be responsible for the project from start to finish. Only those with an intimate knowledge of the design intent and construction documents will handle decisions made during construction.

During construction phase services, we create, coordinate, communicate and monitor a great amount of information. We have developed a set of project management tools and templates to track information from answering questions during the bidding process through construction:

- » Pre-Construction Conferences: Project Architects, Project Managers and representatives of Engineering Consultants facilitate the general Pre-construction Conferences, as well as, major building systems Pre-Construction Conferences (e.g. cast-in-place concrete, pre-cast concrete, waterproofing, roofing, etc.)
- » Progress Meetings: The Project Architects and, when required, the Project Managers and Consultant Team Members, will attend technical and progress meetings at a time and place established by the Owner and Contractor.
- » Submittal Review: The Project Architects will review Shop drawings, product data, samples, tests, and certifications as required by the specifications for conformance with design intent. A submittal log will be maintained to track receipt and return dates as well as recommended action.
- » RFPs, RFIs and Change Order Documentation: Our design team will prepare documents required to define the work for proposed changes (e.g. sketches, revisions, etc.), and will monitor the Contractor’s documentation logs.

Site Visits: The Project Architect will make regular site visits, as appropriate for the phase of construction, to review the progress of work and its general compliance with the contract documents. The Architect’s consultants will also make periodic visits as outlined below to review their relevant portion of the work. Notes from these meetings are always documented, distributed, or posted immediately following. Personal computers enhance systematic tracking and project documentation, and laptop computers give the field architect access to files in the home office for instant modification and use during the site visit. A written report will follow each site visit.



OKALOOSA COUNTY TAX COLLECTOR’S OFFICE
GOVERNMENT AGENCY

Agency Name **Okaloosa County**
Address **1250 Eglin Pkwy, Suite #101, Shalimar, FL 32579**
Contact Name **Ben Anderson, County Tax Collector**
Telephone Number **(850) 689-5300**

As the precursor to the Okaloosa County Administrative Office, DAG assisted the Tax Collector’s office and eventually joined into the Administrative Office. The 63,500 square foot administrative office building replaced the outdated Courthouse Annex complex in Shalimar, and allowed the County to consolidate operations and improve efficiency.



CITY OF CRESTVIEW
GOVERNMENT AGENCY / CONTINUING SERVICES

Agency Name **City of Crestview**
Address **198 North Wilson Street, Crestview, Florida 32536**
Contact Name **Tim Bolduc, City Manager**
Telephone Number **(850) 682-3812**

DAG Architects has worked with the city of Crestview for 27 years. Our current continuing contract is between 2021 to 2023.



CITY OF PANAMA CITY
GOVERNMENT AGENCY / CONTINUING SERVICES

Agency Name **City of Panama City**
Address **501 Harrison Ave, Panama City, FL 32401**
Contact Name **Jared Jones, Assistant City Manager**
Telephone Number **(850) 872-3010**

DAG has worked with the City of Panama City for the past seven years and has held three continuing contracts. We are proud to be revitalized the City Hall and Martin Theater in the heart of Downtown Panama City . DAG is also working on the three safe rooms, two PanCare Campuses, and the Center for the Arts.



WALTON COUNTY SCHOOL DISTRICT
GOVERNMENT AGENCY / CONTINUING SERVICES

Agency Name **Walton County School District**
Address **145 S Park St, Defuniak Springs, FL 32435**
Contact Name **Jill Smith, Director of Facilities**
Telephone Number **(850) 682-3812**

DAG has worked with Walton County School District for the past 13 years. We have held three continuing contracts within that time.



CITY OF CRESTVIEW

Tim Bolduc, City Manager
(850) 682-3812
198 North Wilson Street, Crestview, FL 32526

DAG Architects has worked with the city of Crestview for 27 years. Our current continuing contract is between 2021 to 2023.

OKALOOSA COUNTY

Ben Anderson, Okaloosa County Tax Collector
(850) 689-5300
1250 Eglin Pkwy, Suite #101, Shalimar, FL 32579

New offices, conference rooms, and support spaces are provided for the County Commissioners and the County Manager, including a new board chamber that accommodates more people and has the latest technology. A one stop shop for anyone who visits to take care of their business.

GENERAL INFORMATION & FORMS 06

RESPONDENT

ACKNOWLEDGEMENT

Submit RFQ's To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ Title: ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES

RFQ Number: 23-09-CD

RFQ Received By: **November 30, 2023, NO LATER THAN 2:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **November 30, 2023, no later than 2:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: DAG Architects, Inc.

Federal I.D. Number: 59-2073995

A Corporation of the State of: Florida

Area Code: 850 Telephone Number: 837-8152

Area Code: _____ Fax Number: n/a

Mailing Address: 1223 Airport Road

City/State/Zip: Destin, FL 32541

Vendor Mailing Date: _____


Authorized Signature

Charles W. Clary III
Name Typed

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

A D D E N D A

CITY OF DESTIN
FLORIDA

RFQ TITLE: RFQ No. 23-09-CD, ARCHITECTUAL AND PROFESSIONAL
CONSULTING SERVICES

RESPONDENT: DAG Architects, Inc.

DATE SUBMITTED: Nov. 30, 2023

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM No.</u>	<u>DATE</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

☒ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-09-CD
“ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN”

DRUG-FREE WORKPLACE CERTIFICATION

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

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

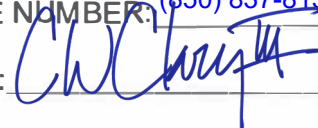
As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: DAG Architects, Inc.

ADDRESS: 1223 Airport Rd.

CITY: Destin STATE: FL ZIP CODE: 32541

TELEPHONE NUMBER: (850) 837-8152

SIGNATURE:  DATE: 11/30/2023

NAME (TYPED OR PRINTED): Charles W. Clary, III

TITLE: Principal

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ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES SCHEDULE OF SUB-CONSULTANTS

The Undersigned Consultant proposes the following major sub-consultant(s) for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-consultant(s), if required.

Name of Sub- Consultant	Address of Sub- Consultant	License No.:	Task	
Half	130 Richard Jackson Blvd, 103, Panama	38670	Civil Engineer	
Johnson Peadon	329 Brooks Street SE, FWB, FL	9014	M/P/FP Engineer	
Apex Engineering Group	78-A Ricker Ave, SRB, FL	32176	Structural Engineer	
HG Engineers	142 Eglin Parkway SE, FWB, FL	6680	Electrical Engineer	
Kimley Horn	120 Richard Jackson Blvd, 230, PCB, FL	LA0001428	Landscape Architect	
Taylor Engineering	4300 Legendary Dr. C246, Destin, FL	4815	Engineer	
OTHERS NOT YET NAMED, DEPENDENT ON SIZE AND SCOPE OF PROJECT.				

Signature



Date: 11/30/2023

Title/Company

DAG Architects, Inc

The City reserves the right to reject any sub- consultant(s) who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub- consultant(s) in order to make a determination as to the foregoing.

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ACORD™

Client#: 1049223

CERTIFICATE OF LIABILITY INSURANCE

DAGARC

DATE (MM/DD/YYYY)

4/03/2023

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

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

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME:	
	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Phoenix Insurance Company	NAIC # 25623
INSURED DAG Architects, Inc. 1223 Airport Road Destin, FL 32541	INSURER B : Travelers Property Cas. Co. of America	25674
	INSURER C : Travelers Casualty and Surety Company	19038
	INSURER D : Allianz Underwriters Insurance Company	36420
	INSURER E : Travelers Indemnity Company	25658
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE				ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	X	COMMERCIAL GENERAL LIABILITY				X	X	6800J802994	05/11/2023	05/11/2024	EACH OCCURRENCE	\$1,000,000		
		CLAIMS-MADE	X	OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000		
											MED EXP (Any one person)	\$5,000		
											PERSONAL & ADV INJURY	\$1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE				\$2,000,000			
		POLICY	X	PRO-JECT		LOC	PRODUCTS - COMP/OP AGG				\$2,000,000			
		OTHER:										\$		
E	AUTOMOBILE LIABILITY				X	X	BA7R792480	05/11/2023	05/11/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000			
		ANY AUTO OWNED AUTOS ONLY		SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$			
	X	HIRED AUTOS ONLY	X							BODILY INJURY (Per accident)	\$			
										PROPERTY DAMAGE (Per accident)	\$			
											\$			
B	X	UMBRELLA LIAB		X	OCCUR	X	X	CUP9254Y601	05/11/2023	05/11/2024	EACH OCCURRENCE	\$5,000,000		
		EXCESS LIAB			CLAIMS-MADE						AGGREGATE	\$5,000,000		
		DED	X	RETENTION \$	100,00							\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				Y / N N / A	X	UB9M967508	05/11/2023	05/11/2024	X	PER STATUTE		OTH-ER	
										E.L. EACH ACCIDENT	\$1,000,000			
										E.L. DISEASE - EA EMPLOYEE	\$1,000,000			
										E.L. DISEASE - POLICY LIMIT	\$1,000,000			
D	Professional Liability						USF00794223	03/31/2023	03/31/2024	\$5,000,000 per claim \$5,000,000 annl aggr.				

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

Professional Liability coverage is written on a claims-made basis.

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



CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-09-CD
“ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN”

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more than 5% of the bidder/proposer's interest?

YES _____ NO ✓ _____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____ NO ✓ _____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____ NO _____

If YES, please describe:

FIRM NAME: DAG Architects, Inc.

BY (PRINTED): Charles W. Clary III

BY (SIGNATURE): 

TITLE: Principal

ADDRESS 1223 Airport Rd.
Destin, FL 32541

PHONE NO. 850.837.8152

E-MAIL cclary@DAGarchitects.com

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CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-09-CD
“ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN”

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract _____
RFQ No. 23-09-CD

2. This sworn statement is submitted by
DAG Architects, Inc

whose business address is 1223 Airport Rd., Destin, FL 32541
and (if applicable) Federal Employer Identification Number (FEIN) is
59-2073995 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Charles W. Clary, III and my relationship to the entity named above is Principal

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income

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CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-09-CD
"ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN"

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

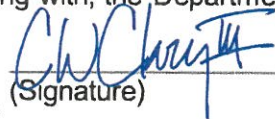
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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


(Signature)

11/30/2023

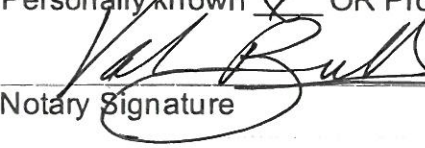
Date:

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence ☒ or online notarization ☐ this 27 day of November, 2023.

By: Valerie BURRELLE
(Print name)

Personally known ☒ OR Produced Identification ☐


Notary Signature

Seal:



Valerie D. Burrelle
Comm.: HH 265241
Expires: May 18, 2026
Notary Public - State of Florida

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DAG Architects, Inc.
CONSULTANT's Company Name

1223 Airport Rd.
Physical Address

Destin, FL 32541
Mailing Address

(850) 837-8152
Phone Number

Cellular Number

cclary@DAGarchitects.com
Email address



Authorized Signature – Manual

Charles W. Clary III, FAIA

Authorized Signature – Typed

Principal
Title

n/a
FAX Number

n/a
After-Hours Number(s)

11/30/2023
DATE

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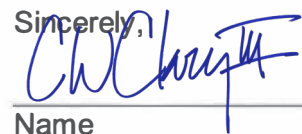
CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATION (RFQ) NO. 23-09-CD
"ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 23-09-CD. - ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES FOR THE CITY OF DESTIN, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by [DAG Architects](#) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between [DAG Architects](#) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,


Charles W. Clary III, FAIA Principal

Name

Title

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State of Florida Department of State

I certify from the records of this office that DAG ARCHITECTS, INC. is a corporation organized under the laws of the State of Florida, filed on May 8, 1981.

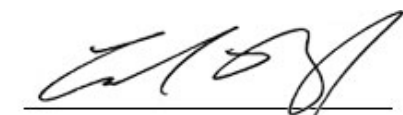
The document number of this corporation is F33440.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 13, 2023, 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 Thirteenth day of February,
2023*




Secretary of State

Tracking Number: 3528495304CC

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

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



Destin | Atlanta | Melbourne | Panama City | Pensacola | Tallahassee

1223 Airport Road, Destin, FL 32541 | (850) 837-8152 | DAGarchitects.com

CITY OF DESTIN RFQ ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES

RFQ #23-09-CD

COPY

Attn: City of Destin City Clerk's Office
4200 Indian Bayou Trail
Destin, Florida 32541

November 30, 2023

STOA
Architects

Joe Crowley
Director, Panama City Office
jcrowley@stoarchitects.com
850.432.1912

LETTER OF INTEREST



97 W. Oak Avenue
Panama City, FL 32401

November 30, 2023

City of Destin, City Clerk's Office
4200 Indian Bayou Train
Destin, Florida 32541

RE: RFQ 23-09-CD – Architectural and Professional Consulting Services

Dear Mr. Johnson and Members of the Bid Committee:

STOA Architects, along with our teaming partners OWN Inc., AVCON Inc., H2 Engineering, and Jerry Pate Designs, is pleased to submit qualifications for The City of Destin's Architectural and Professional Consulting Services. STOA Architects is an award-winning, minority-owned Architectural Design Firm founded in 1981 and located in both Panama City and historic downtown Pensacola, Florida. Our team understands the nuances of continuing services contracts and makes a positive commitment to perform all resulting work/service in a timely manner and with the highest quality and professionalism.

High-Level Service. STOA Architects has a long history of delivering a high level of service by working closely with the users to determine their needs and then ensuring that they are implemented into the design and construction documents. This same level of attention is carried over to the construction phase. We will work closely with The City of Destin and the general contractor to provide a seamless transition from design to construction on each project and ensure the successful delivery to meet the needs of the city while aligning with budgets and schedules.

Tools & Methodologies. Some of the tools STOA utilizes to facilitate successful projects include the latest BIM software; a secure web-based file transfer system; cost-estimating resources; and LEED/sustainable practices and methods. By using these tools and applying these methodologies, STOA provides a cost-effective design to be constructed as a low-maintenance, energy-efficient solution for the community. Additionally, our design approach provides future savings by limiting operational costs through the implementation of LEED/Sustainable Principles. As a firm with 5 LEED Accredited Professionals on staff and 24 LEED Certified projects (3 Gold, 11 Silver, 10 certified), we work closely with our clients to find the best possible sustainable solutions for the specific project requirements. Even if LEED/Sustainable Principles are not required on your projects, The City of Destin will still benefit from these practices. We will merge The City of Destin's vision with our team's technical expertise to deliver modern, energy-efficient, low-maintenance end products that The City of Destin and residents of the community will be proud of.

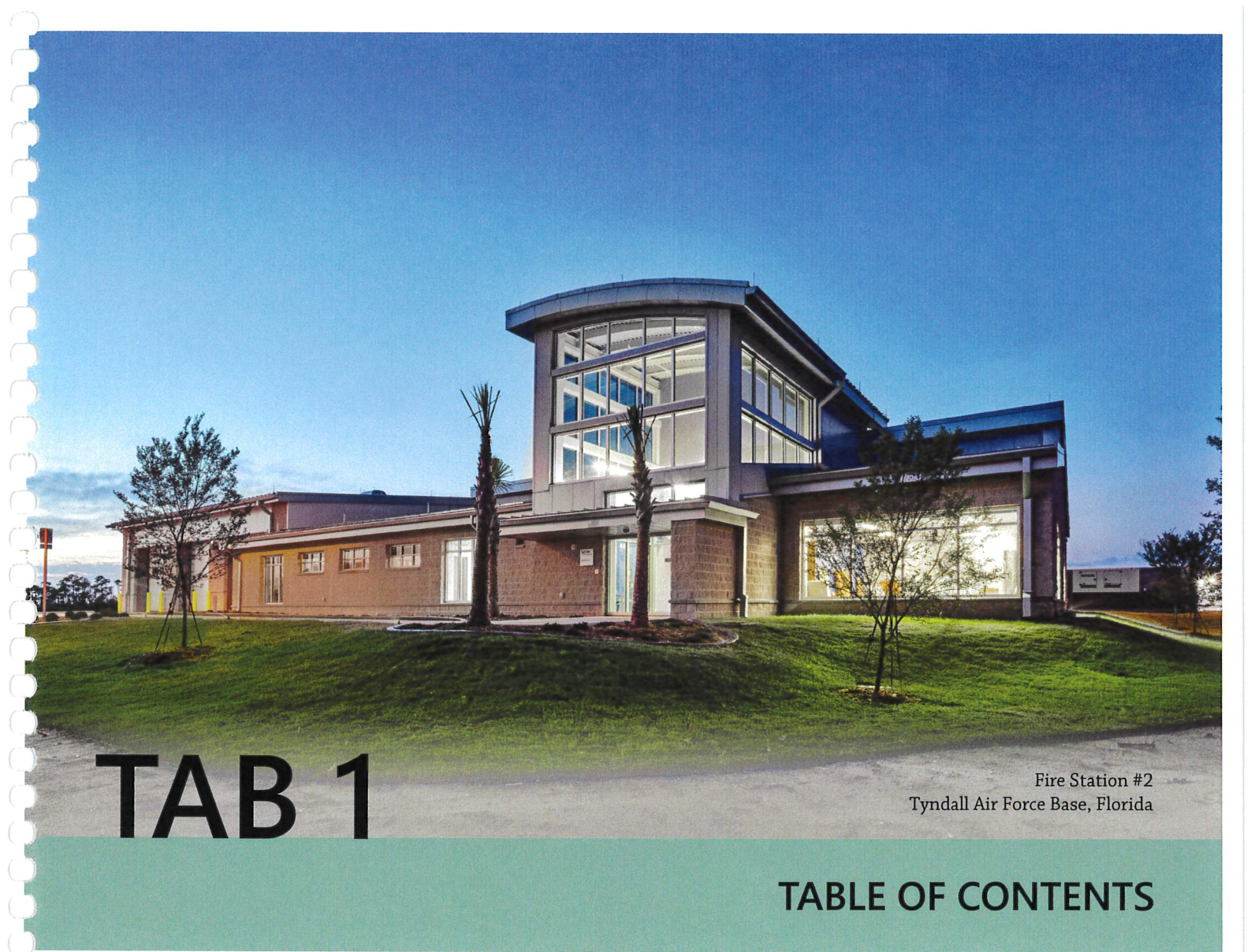
Local Project Management. STOA will provide overall project management from our Panama City office, including programming, architectural design, cost estimating, and construction administration services. As you will see from our qualifications package, the STOA Architects Team has extensive experience providing the highest quality design services for state-of-the-art facilities.

We thank you for the opportunity to provide architectural and professional consulting for The City of Destin and look forward to discussing our qualifications in person. Our team is proud to contribute to the city's continued success. If you need any additional information, please do not hesitate to contact me via email (mwerner@stoaarchitects.com) or on my cell phone at 850.982.3564. Thank you for considering STOA Architects.

Sincerely,

Signed on Original Copy

Michael C. Werner, Jr.
Managing Principal
MWerner@stoaarchitects.com



Fire Station #2
Tyndall Air Force Base, Florida

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RESPONDENT'S QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:	Corporation	☒
Name: <u>Michael C. Werner, Jr., Managing Principal</u>	Partnership	☐
Address: <u>121 E Government Street</u>	Individual	☐
City, State, Zip: <u>Pensacola, Florida 32502</u>	Other	☐
Telephone No.: <u>850-432-1912</u>		
Fax No.: <u>N/A</u>	Email: <u>mwerner@stoaarchitects.com</u>	

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

The correct name of the Respondent is:
STOA International/Florida, Inc. dba STOA Architects

The address of the principal place of business is:
121 E Government Street
Pensacola, Florida 32502

2. If Respondent is a corporation, answer the following:

- a. Date of Incorporation: 2/12/2001
- b. State of Incorporation: Florida
- c. President's name: Chao C. Lee
- d. Vice President's name: Michael C. Werner, Jr.
- e. Secretary's name: Victor Lee
- f. Treasurer's name: Ann Boone
- g. Name and address of Resident Agent: Michael C. Werner, Jr.

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TAB 2 - FIRM'S PROPOSAL

3. If Respondent is an individual or a partnership, answer the following:
- a. Date of organization: N/A
 - b. Name, address and ownership units of all partners:
N/A

 - c. State whether general or limited partnership: N/A
4. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:
N/A

5. If Respondent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
See attached
6. How many years has your organization been in business under its present business name?
22 years
- Under what other former names has your organization operated?
William E. Graves, Sole Proprietor; Graves & Klein; Graves & Carlos
STOA International/Florida, Inc., dba STOA/Carols + Law Architects;
STOA International/Florida, Inc., dba STOA Architects
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.
Firm Architect License - AR93874
State License Attached
8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:
To date, we have never failed to complete a project.

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TAB 2 - FIRM'S PROPOSAL

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

Resumes of key individuals attached.

10. State the name of the individual who will have personal supervision of the work:
Joe Crowley, AIA - Client Service/Project Manager

11. State the name and address of attorney, if any, for the business of the Respondent:
Wes Reeder

Emmanuel, Sheppard & Condon

30 S. Spring St., Pensacola, FL 32502 Phone: 850-433-6581

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

Chao C. Lee - 81.2992% Michael C. Werner, Jr. - 10%

4620 Laurel St.

3047 Plantation Hill Rd.

Bellaire, TX 77401

Gulf Breeze, FL 32561

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

N/A

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

		Revenue Index Number
a.	Government Related Work	6
b.	Non-Governmental Related Work	4
	Total Work (a +b):	10

Revenue Index Number

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

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

TAB 2 - FIRM'S PROPOSAL

15. Bank References:

Bank	Address	Telephone
Hancock Whitney		
Brad Schild, Senior Vice President		850-444-3221
101 Garden Street		
Pensacola, FL 32502		

16. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Please see attached

17. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Please see attached

18. What will be your turnaround time for written responses to City inquiries?
STOA's turnaround time is within 24 hours depending on request and if backup is needed.

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

No bankruptcy petitions have ever been filed.

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

No claims, arbitrations, administrative hearings or lawsuits in the past 5 years.

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

TAB 2 - FIRM'S PROPOSAL

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

No criminal proceedings or hearings have been brought against STOA

Architects, its principals or officers, or predecessors' organizations.

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

No

The Respondent acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Respondent to be true. The discovery of any omission or misstatement that materially affects the Respondent's Proposals to perform under the contract shall cause the owner to reject the Response, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) Vice President & Managing Principal

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of physical presence ☒ or online notarization ☐, this 27 day of November, 2023,

By:

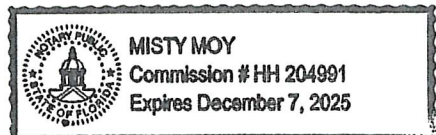
MISTY MOY

(Print name)

Personally known ☒ OR Produced Identification ☐

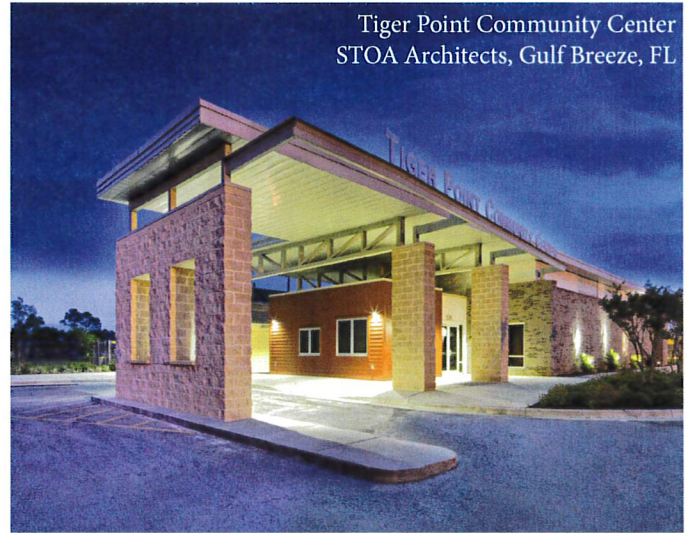
Notary Signature

Seal:



THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

TAB 2 - FIRM'S PROPOSAL



#16 Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule.

STOA Architects has a proven track record of on-time and on-budget projects. Our experienced senior management team internally evaluates project schedules and staff manpower capacity so that every project is adequately staffed and on track to be completed within the project schedule. The evaluation process includes coordination with each required consultant to ensure their anticipated level of effort and compliance with submittal milestones are also achievable.

Our Design Team understands the direct correlation between funding, project programmed amounts and the tight financial constraints applied to each project to remain within budget during design and construction. The cost of a project is ultimately dictated by the design, and it is the AE team's responsibility to ensure that the anticipated cost of the project will remain within the acceptable limits of the working budget. Our team accomplishes this through communication, interaction and agreement on major building systems and cost items within the Project between the Owner, their representatives, the User Groups, each engineering and consultant discipline on the design team and STOA's cost estimating consultants when the Project includes one. Construction cost environments involving budget cuts, and reduced and limited funding often result in discussion of reducing scope, minimizing cost, and narrowing the design to encompass only the essential components necessary for completing the Project's program and mission.

On our team, the design leads for each discipline are all experienced and knowledgeable about the cost of construction for the facility types for the Project and the discipline's scope they are leading. We use this knowledge to manage each discipline's design to stay within the budgeted range.

The STOA Team works to create a working Cost Estimate based on the Scope of Work, the Owner's defined program, design drawings and technical design specifications at each design submittal phase at Schematic Design, Design Development and Construction Documents. The cost estimate provided is a living document that becomes increasingly refined as the design documents proceed to completion to make them ready for bid.

If the cost estimate indicates that the design is over budget at a specific design submittal phase, the design team will meet with the Owner and their designated representatives to review the project scope and discuss options to either reduce cost, proceed with the design as is with contingencies in place on how to offset those costs, or to proceed with the design noting that the importance of the scope and program is such that the Owner will obtain additional funding to secure the necessary scope. Almost always, however, there are ways to bring the Project within the defined budget and STOA is proficient at identifying these opportunities for cost control early in the

TAB 2 - FIRM'S PROPOSAL

design process, as well as if additional scope is competing with maintaining the budget. It's important to have a collaborative and hands-on design team and Owner team to be able to coordinate these important cost control and project monitoring decisions.

Reducing cost can be accomplished by eliminating scope and reducing the quality of various systems or components of the Project, which often results in a lesser quality of materials. Components of the Project that are not essential to allow the Owner's program to operate on 'Day One' can also be deferred for a later Project when funding is adequate but planned for in the current Project. STOA Architects is very good at Project Planning in this regard so the Owner can grow into a future Project that meets the needs of the 'Day 1' operational needs of the initial Project as well as plan for expansion or future needs. Providing bid options is a viable tool to ensure that the most important scope of work is awardable without going through the process of rebidding the Project had those same bid alternates been included in the base scope of work. This saves time too when many Projects must spend funding within a certain cycle or by a deadline. The STOA Architects Design Team has the experience managing project monitoring and cost control on thousands of projects to successfully perform on this contract by submitting design solutions that meet the Owner's budgetary requirements.

Each Project at STOA is project monitored at a Quality Control level at each phase of design, and *before* submitting to the Owner that deliverable package to ensure the package meets Quality Control standards of the profession, which include architecture, interior design, and the engineering & consultant work. A QC ITR (Independent Technical Reviewer) is assigned to the Project who did not produce the documents or have any oversight of the Project, so that the Project is reviewed with a fresh set of eyes and evaluated from a technical perspective. This Project Monitoring and control occurs on every Project, regardless of size or client as an internal check and balance to ensure quality and working solutions are in place. This is provided at no additional cost to the Owner and is done as a matter of practice, keeping a good standard of care.

Project monitoring of specific issues that arise occurs at a firm-wide level from the Management Team. Any crucial issue, whether it be the timeliness of response, potential cost overruns, scope management, or meeting deadlines, occurs at a minimum weekly and always as needed. Principal involvement in every Project allows for feedback and direction to Project teams who need assistance in decision-making. The experienced staff can communicate decisions and options to the Owner to prevent surprises, especially for scope and cost control decision-making that are critical to the Project.

Project scheduling first occurs with the Owner to confirm the proposed design schedule and estimated construction duration for the project to meet the Owner's needs. STOA can condense design when it makes sense but will advise when more time is needed to allow for proper skill and coordination of more complex Projects. Every Project is different, and each adheres to its own set of scheduling constraints and what is attainable and reasonably expected within those timelines. The best Projects have early identification and buy-in of ALL major scope, building systems, overall scale, and budget of the Project as well as a working code-compliant solution that can be built in the construction market that the Project is being designed in. Having offices in the Florida panhandle ensures that STOA understands Construction here, hurricane resistance requirements, and Building Code compliance. Because of STOA's extensive experience, we have come to be known as industry-leading professionals. The completion of a successful Schematic Design phase for instance having all those components included in the approved design package leads to efficient and time-saving subsequent design deliverables and ease of decision-making backing decisions made early enough to ensure a successful outcome: a Project built on time and within budget.

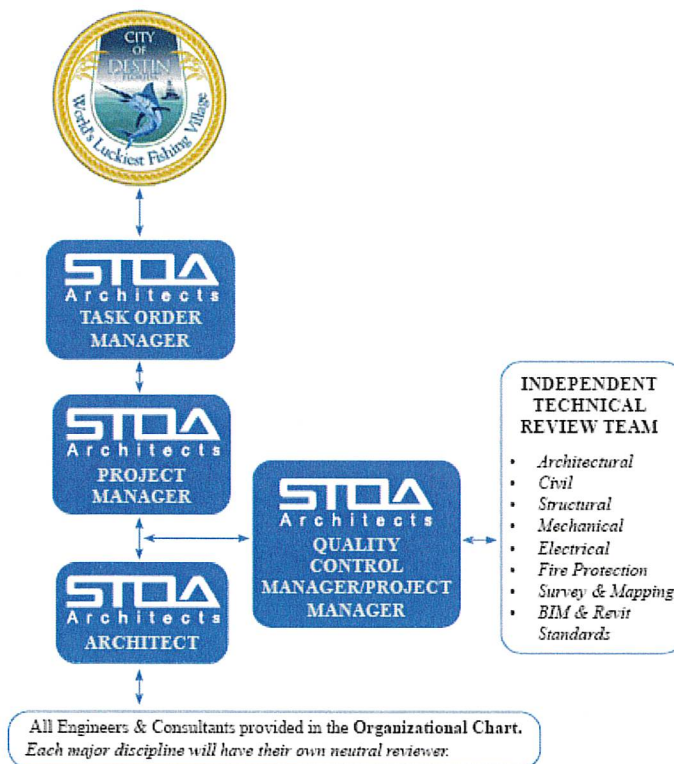
TAB 2 - FIRM'S PROPOSAL

#17 Provide descriptions of quality assurance/quality control management methods.

The STOA Architects Team fully understands that Quality of Work is essential to the success of any project. Having managed multi-discipline design teams on hundreds of projects, STOA's management team has created a Design Quality Control Plan that puts in place a scheduled sequence of events that ensures the highest level of quality and consistency is applied to each project design. At the start of each project, we establish the Design Quality Control Plan (DQCP) which identifies Independent Technical Reviewers for each design discipline. Project milestones are developed with DQC reviews integrated prior to submission to the Owner. Regular and frequent communication between the Project Manager and each individual discipline's DOR ensures improved quality and on-time project delivery.

Our aggressive Design Quality Control Plan (DQCP) is utilized to continually review the Construction Documents for constructability, interdisciplinary coordination, functionality, and compliance with the programmed requirements and to ensure the design supports the project and scheduling goals. Each DQCP is project-specific and the plan serves as an effective quality assurance program to make certain that all design services required by this contract are performed and provided in a manner that meets professional architectural and engineering quality standards. The DQCP outlines procedures for quality control during the design process and assigns individuals the responsibilities to perform the different QA/QC tasks as well as when those tasks are to be performed. Development of the DQCP is led by the experienced Senior Project Manager and the Independent Technical Review (ITR) Team. The plan includes:

- RFP and/or Program Compliance Review
- Design Quality Control Plan Overview
- Design Quality Control Checklist & Design Quality Control Schedule
- Independent Technical Review Team & Quality Control Team Responsibilities
- Building Information Modeling (REVIT) clash detection
- Cost Control



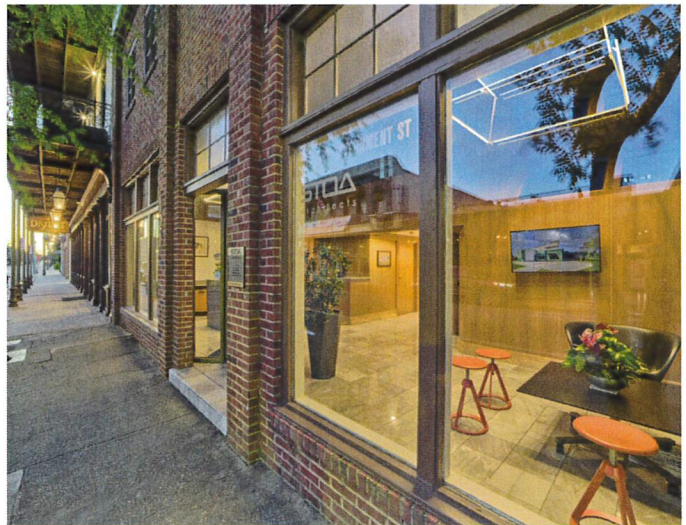
STOA ensures all design documents are of the highest quality and meet all applicable codes, UFC's, Statement of Work and stakeholder expectations. It is the responsibility of the Project Manager / Quality Control Manager to establish and initiate quality control procedures. The Project Manager has the authority to direct all personnel in the quality control processes. Quality Control procedures during the design process include verifying all project information is collected and distributed to team members, making certain that scheduled quality checks and independent reviews are conducted, maintaining and communicating an accurate and updated design schedule, and ensuring all information and comments obtained during project design review meetings are incorporated into the design documents. An accurate and properly implemented Design Quality Control Schedule is of critical importance. This schedule identifies and provides the necessary time to perform periodic quality control reviews of the project documents. Prior to scheduled design submittals, the Independent Technical Review

TAB 2 - FIRM'S PROPOSAL

team is scheduled for their independent review of the documents. Adherence to the schedule helps ensure quality documents are delivered to the User on time. Integrating adequate QA/QC review time into the internal design schedule is imperative for success.

A chain of command coupled with consistent communication between the design team members is the most important contributing factor to the successful completion of a project. Project progress meetings led by the Project/Task Order Manager are the primary tool for maintaining up-to-date communication, coordination, and status of the team's efforts. The entire project team meets weekly to discuss the status of project development, review/update needs lists, and raise appropriate questions relative to recent revisions or schedule goals. These weekly status meetings are facilitated through the use of teleconferencing to maintain accuracy, efficiency and schedule maintenance.

TAB 2 - FIRM'S PROPOSAL



STOA ARCHITECTS - BRIEF HISTORY OF THE FIRM

Founded in 1981, STOA Architects has offices in Pensacola and Panama City, Florida. STOA Architects is a minority-owned S-Corporation and a small business certified by the National Small Business Administration serving local, regional, and national clients from our historic downtown Pensacola main office and our Panama City office. With 40 years of professional experience providing quality architectural/design services, our staff includes 25 full-time design and administrative professionals including 11 licensed architects, and 2 licensed interior designers. From a 500 square foot historic renovation to over 200,000 square foot high tech office facilities, or high-profile community buildings to complex \$40 million multiphase 24-hour airport operations and administration buildings, our talented Team approaches each project with the energy and commitment of a fully vested partner. With our staff and outstanding consultant engineering partners, the STOA Architects Design Team has performed programming design charrettes, created Customer Concept Documents and produced complete multi-discipline construction documents, plans and specifications, as well as performed construction administration services for similar facilities.

LEGAL NAME: *STOA International / Florida, Inc. dba STOA Architects*

PENSACOLA ADDRESS: *121 E. Government Street, Pensacola, FL 32502*

PANAMA CITY ADDRESS: *97 W. Oak Avenue, Panama City, FL 32401*

TELEPHONE: *(850) 432 - 1912*

PENSACOLA EMAIL (MANAGING PRINCIPAL - MIKE WERNER): *mwerner@stoaarchitects.com*

PANAMA CITY EMAIL (DIRECTOR & SENIOR PROJECT MANAGER - JOE CROWLEY): *jcrowley@stoaarchitects.com*

FEIN: *59-3697783*

UEI: *QDS7DMF5G8J3*

CAGE CODE: *0CKW8*

WEBSITE: *www.stoaarchitects.com*

DATE FIRM ESTABLISHED UNDER THE NAME GIVEN: *February 12, 2001*

TYPE OF OWNERSHIP / LEGAL STRUCTURE: *STOA Architects is a Florida Corporation.*

TAB 2 - FIRM'S PROPOSAL

STOA Architects is proposing to provide Architectural and Consulting Services for the City of Destin. The following services will be provided by STOA Architects:

- | | |
|-------------------------|-------------------------------|
| ◇ Architectural Design | ◇ Construction Administration |
| ◇ Interior Design | ◇ Cost Estimating & Analysis |
| ◇ Sustainable Design | ◇ Project Scheduling |
| ◇ Design-Build | ◇ 3D Rendering |
| ◇ LEED Administration | ◇ 3D Printing |
| ◇ Master Planning | ◇ Roof Consultation/Design |
| ◇ Programming | ◇ Disaster Response |
| ◇ Feasibility Studies | ◇ Facility Assessment |
| ◇ Historic Preservation | ◇ BIM |

The following services will be provided by our sub-consultants:

- ◇ Structural Engineering - OWN, Inc.
- ◇ Civil Engineering - AVCON, Inc.
- ◇ Mechanical, Electrical, Plumbing - H2 Engineering
- ◇ Landscape Design - Jerry Pate Design
- ◇ Fire Protection - H2 Engineering
- ◇ Survey & Mapping - OWN, Inc.

STOA DESIGN TEAM SUB-CONSULTANTS

Our proposed team for the Fountain Community Complex Northern Region Resiliency Center brings together nationally recognized and well-respected, proven engineering firms with whom STOA Architects has a long, successful history. Choosing proven design partners that share STOA's business philosophy and methodology puts each and every project in a position to succeed from day one.

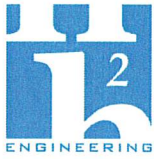


OWN, Inc. (Structural Engineering, Survey & Mapping) - STOA Architects and teaming partner, OWN, Inc. are currently working on the Bay County Emergency Services Complex. Own is a national firm that operates from offices in Missouri, Kansas, Arkansas, and 3 Florida locations including Destin, Pensacola, and Milton. OWN serves the Private Development and Public Infrastructure markets across the country, providing planning, design, and construction phase services across many different sectors and disciplines. OWN's core businesses are Civil Engineering, Structural Engineering, Land Surveying, Field Services and Geotechnical Engineering, and the range of subdisciplines within each.



AVCON, Inc. (Civil Engineering) - With a strong working relationship, STOA Architects and its teaming partner AVCON, Inc. are currently working on and/or have completed several projects together in the Florida Panhandle including Mexico Beach Stormwater Facilities and Parks, Mexico Beach, Florida; several municipal projects for the City of Niceville, Florida; and many federal projects. Established in 1988 in Orlando, Florida, AVCON, Inc. has expanded to include 13 offices throughout Florida and another 5 offices in Tennessee, North Carolina, and South Carolina. AVCON's team of engineers and planners have completed all types of municipal projects, ranging from land/site planning, environmental assessments, and grant management programs to roadway safety enhancements, utilities and stormwater improvements, and public facilities.

TAB 2 - FIRM'S PROPOSAL



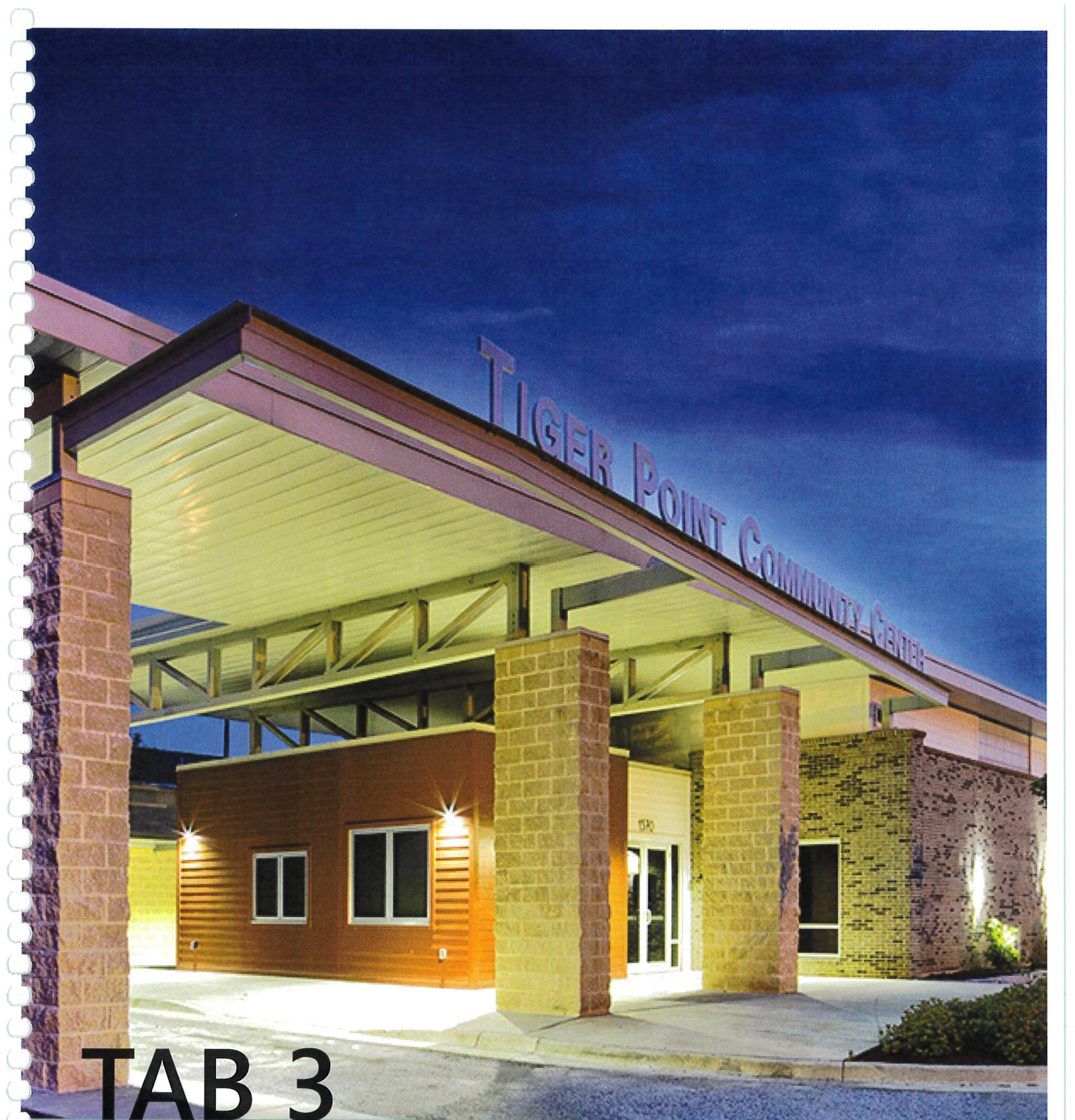
H2Engineering, Inc. (MEP Services, Fire Protection) - H2Engineering is a Florida-based mechanical, electrical, plumbing (MEP) engineer consulting firm with offices in Tallahassee and Gainesville. Founded in 1977, H2E provides mechanical and electrical engineering services to the Florida market. H2E offers a variety of engineering services such as architectural engineering design, building information modeling (BIM), commissioning services, construction administration, energy models/life cycle cost analyses, engineering studies/reports, sustainable certifications, and utility service/site design across Southeastern United States.



Jerry Pate Design (Landscape Architecture) – Jerry Pate Design is the leading landscape architecture firm in the Florida Panhandle. Since 2018, STOA Architects and Jerry Pate Design have been teaming together on significant federal and municipal projects including the 325th Fighter Headquarters & SAPR Building and the Airey and Tyndall Gates Project on Tyndall Air Force Base, Florida, the F35 Armament Research Facility on Eglin Air Force Base, Florida, the Open Mess Hall Repair on Camp Lejeune, North Carolina, and several other municipal projects in the Florida Panhandle.

STOA ARCHITECTS - PANAMA CITY OFFICE

STOA Architects has offices located in Downtown Pensacola and Panama City, Florida. For the City of Destin Architectural and Professional Consulting Services contract, all projects will be managed and produced through our Panama City office by Project Manager / Director, Joe Crowley, AIA. Our Panama City office is located at 97 West Oak Avenue, Panama City, FL 32401.



TAB 3

PROJECT TEAM

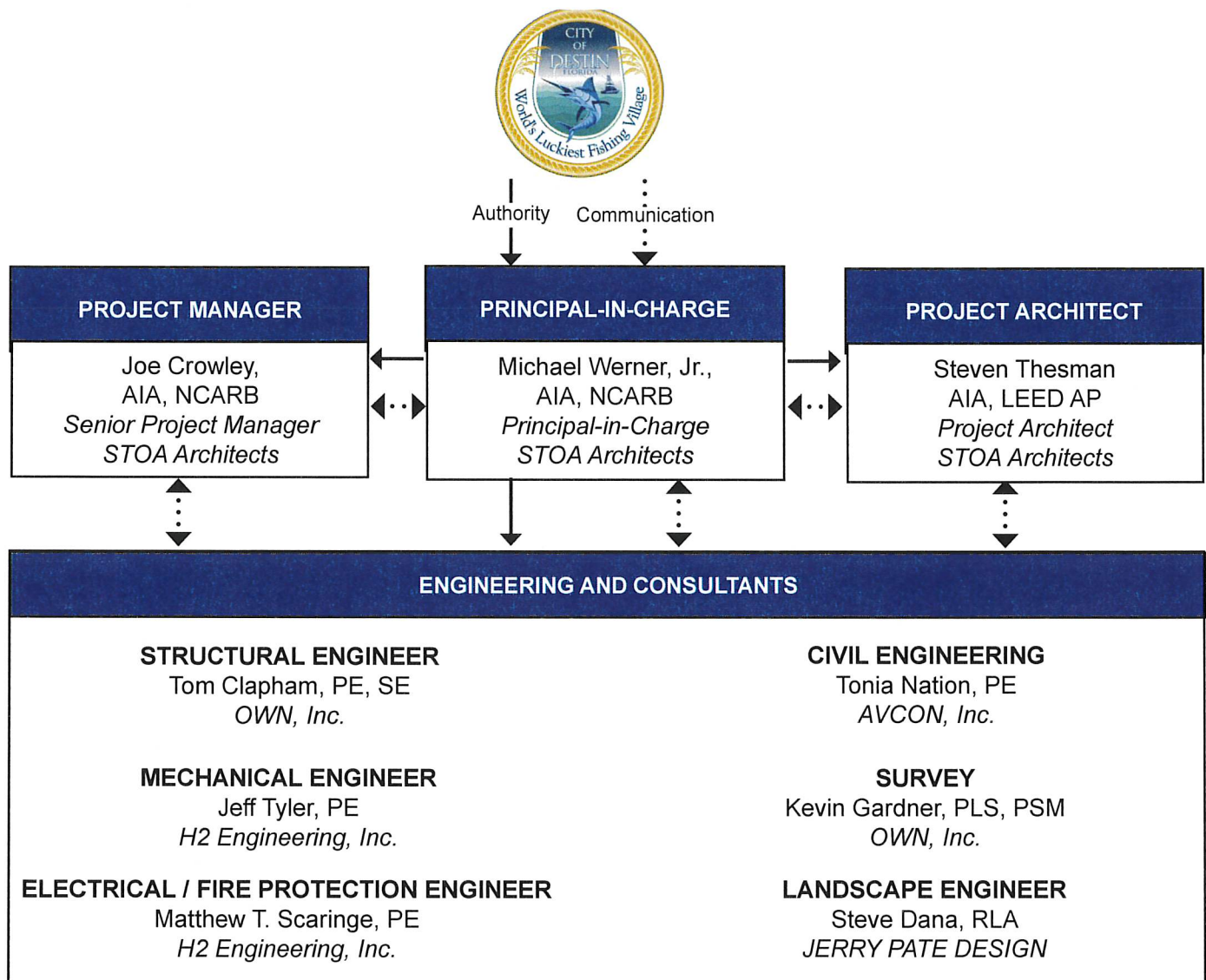
Tiger Point Community Center
Gulf Breeze, Florida

STOA
Architects

TAB 3 - PROJECT TEAM



The STOA Team has the depth of personnel to handle The City of Destin's design needs. With 25 full-time design and administrative professionals on staff including 11 registered architects, 6 LEED Accredited Professionals, and 2 Interior Designers, STOA is one of the largest architectural design firms in the Panama City / Pensacola area. Additionally, we maintain excess staffing capacity at all times, so that we are always ready to quickly respond should the client's needs change. STOA Architects will adapt the schedule as needed to meet all of the County's needs and requirements.





97 W Oak Ave
Panama City, FL



JOE CROWLEY, AIA
Director, Panama City
Senior Project Manager

EDUCATION

Master of Architecture | Tulane University | 2007
MArch I (AP)- Special | Harvard University GSD | 2005
Bachelor of Design | University of Florida | 2000

LICENSURE

Architecture | FL #AR102073
Architecture | LA #7553
OSHA Outreach Training | #36-600958402

% of time available for projects on this contract: 25%

Joe Crowley has more than 26 years of architectural experience managing complex, multi-discipline work. His experience includes federal, municipal, and private sector projects. He has been responsible for the design, production, and project management for hundreds of projects and has an astute attention to detail and commitment to the architectural profession that make him an excellent leader for design teams. He has designed and managed projects with a wide breadth of size and scope, including Owner Projects utilizing CDBG and HMGP funding on a very similar Project to the Northern Resiliency Center.

RELEVANT EXPERIENCE

Bay County Emergency Services Complex | Director & Senior Project Manager

Schematic Design being completed under STOA's IDIQ Contract. Services include renovating an existing 5,000 square foot pre-engineered metal building to house emergency services vehicles for repair and general maintenance. One vehicle bay will have an 88,000 lbs vehicle lift to hold the County's ladder fire truck, two additional vehicle lifts are provided in addition to new overhead coiling doors, a new 20-year roof coating, new insulation throughout, industrial fans and new electrical service and HVAC.

Bay Memorial Park & Garden Club, Panama City, FL | Director & Senior Project Manager

Mr. Crowley served as Architect for the restoration of the Bay Memorial Park & Garden Club. The 22-acre park was decimated during Hurricane Michael in 2018. The design involved planting trees to bring the park to its former look, as well as the restoration of walking paths and a schoolhouse, and the design of an 8,000 SF multi-purpose space that includes new parking facilities.

325th Fighter Wing Headquarters and SAPR, Tyndall AFB, FL | Design Quality Control Manager

This project involved the design and construction of 2 facilities (32,936 SF HQ Bldg and 8,142 SF SAPR Bldg) on 2 separate and distinct sites. STOA's role in this project included design project management, full architectural design, design quality control, BIM PXP clash detection, and construction administration. Mr. Crowley provided holistic oversight of the Design Team throughout the life of the contract to ensure that all project goals are met and completed successfully. Design-Build. New Construction. Estimated Construction Value: \$33.5M.

Hurricane Sally Repair Package #10, Naval Air Station Pensacola, FL | Design Quality Control Manager

Repair of historical buildings 607, 648, and 680 and building 392. All four buildings are of masonry structure and range in size from 32,643 to 69,343 SF. Interior and exterior repairs were required on all buildings after the destruction caused by storm damage. Improvements included repair and/or replacement of various items including, but not limited to, flooring, masonry, interior walls, ceiling tiles, canopies, window glazing, roofing, lightning protection system, rooftop equipment, and gutters. Mr. Crowley provided quality assurance review of project documents for all disciplines. Design-Build. Renovation. Estimated Construction Value: \$15M.

NAVSEA Building 528 Addition, Naval Support Activity Panama City, Florida | Director & Senior Project Manager

Addition to the existing Diving Equipment Fab Test and Assembly pre-engineered metal building. STOA Architects serves as the Designer of Record. The purpose of this project is to enclose the existing portion of the building that currently has a roof and half-walls. The area is currently exposed to the outdoors. The desired outcome is for that area to be an integral, enclosed, interior portion of the building. Activities in the enclosed space will be storage, material kitting and working space. Design Build. Renovation. Estimated Construction Value: \$1.5M



35008 Emerald Coast Parkway,
Suite 204
Destin, FL 32541



TOM CLAPHAM, PE, SE
Structural Engineering
Lead

EDUCATION

Bachelor of Science | Civil Engineering, Structural Engineering |
University of Kansas
Bachelor of Science | Business/
Finance | Northwest Missouri State
University

LICENSURE

Professional Engineer | FL #82993
Professional Engineer | AL, CO, GA,
IA, KS, LA, MD, MI, MO, MS, NC, PA,
TN, WI, WY
Structural Engineer | ID, IL, NE, NV,
OK, TX, UT

% of time available for
projects on this contract: 20%

Tom has over 28 years of experience in consulting structural engineering, including detailing, design, and project management. His design experience includes structural design in concrete, steel, masonry, and wood. His foundation design experience includes shallow foundations and various types of deep foundations. He has experience in construction observation, special inspections, and serving as part of an owner's advisory team. Tom has also been directly involved as a structural engineer in project types such as building additions, restorations and adaptive reconstruction.

RELEVANT EXPERIENCE

Liberty Memorial World War I Reconstruction, Kansas City, MO*

Project Manager/Engineer. The existing structure was highly deteriorated and closed to the public. With the reconstruction, the cavernous structure around the tower was demolished, while bracing in place the north wall and both museum buildings and reconstructing the deck and reinforcing parts of the original structure to meet current code requirements. The reconstruction also included the addition of a lower level and sub-grade theater, to expand the museum space and return the Memorial to a new condition.

Camden County Justice Center, Camdenton, MO*

Project Manager/Engineer. Concrete Framed Structure with load-bearing walls on structural slab, with steel framed roof.

Freight House Pedestrian Bridge, Kansas City, MO*

Project Manager/Engineer. The Pencoyd Railroad Bridge (built in 1892, abandoned in 1960) was relocated in 2006 and modified to support the structure through the bridge where it connects Union Station and the Crossroads Arts District, bridging existing rail yard tracks.

Gulf Intracoastal Water Way West Closure Complex Pump Station, New Orleans, LA*

Project Manager/Engineer. Tom provided design expertise to the United States Army Corp of Engineers (USACE) on this one billion dollar project as part of the Hurricane Storm Damage Risk Reduction System. He oversaw the structural design of the superstructure and actively coordinated the design with the electrical, mechanical, and foundation engineers, and coordinated with the USACE engineering team.

Cinemark Theaters on the Plaza, Kansas City, MO*

Project Manager/Engineer. Partial floor removal to create two-story lobby and theaters. Existing column removal in theaters. Addition of transfer beam on roof.

*Experience prior to joining OWN



320 Bayshore Drive, Suite A
Niceville, FL



TONIA NATION, PE
Senior Site
Development Manager

EDUCATION

Bachelor of Science, Civil Engineering
| Florida State University | 1999

LICENSURE

Professional Engineer | FL #64631

% of time available for
projects on this contract: 20%

Ms. Tonia Nation has served as Project Manager for many types of public and private projects including parks, recreation facilities, golf courses, airport projects, and private sector developments. She understands the local permitting processes and works with the local permitting agencies on a daily basis to ensure that civil design and permitting efforts are a smooth process. Her recent project experience includes the design and permitting of subdivisions throughout Northwest Florida, including 15 new roadways, utilities, and stormwater infrastructure in Hammock Bay, Freeport, Florida.

RELEVANT EXPERIENCE

Okaloosa County General Consulting Services | Senior Project Manager

Some of the key projects completed under this GC contract include: Lake Silver Erosion Control and Stormwater Design, Lake Silver Restoration Permitting and Construction Administration, Okaloosa County Building/General Construction Inspection, Lake Lorraine Drainage System Assessment, Baker Parking Lot Rehabilitation, 12th Avenue Sidewalk Improvements, Okaloosa County Agriculture Extension Office, and Bluewater Bay MSBU Hazard Mitigation.

Fort Walton Beach Landing Master Plan | Senior Project Manager

This project included the master planning of the Fort Walton Beach Landing to transform the Landing into a citizen and tourist destination for the City. The project included recommendations to accommodate amphitheater seating for the new bandshell, along with new public parking, sidewalks, public boat docks, and a children's splash-park. The master planning included meeting with stakeholder groups, City staff, and the Fort Walton Beach Chamber of Commerce to ensure that the plan met the City and the users' needs. The master plan included a capital improvement plan with three phases to be designed and constructed as funding becomes available.

General Consulting Services Freeport, FL | Senior Project Manager

AVCON has been providing general consulting services (for the Jay Odom Group) to the Hammock Bay subdivision since 2013. AVCON's work consists of roadway, platting, utility infrastructure design, and stormwater design for the residential units, recreational areas, retail facilities, and clubhouses and other buildings.

City of Niceville General Consulting Services | Senior Project Manager

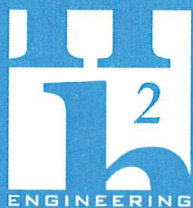
AVCON has been serving the City of Niceville since 2014. Projects have included Niceville Bayshore Drive stormwater improvements, The Niceville Landing Park, Turkey Creek East Parking Master Plan, Thomas Branch, and Boggy Bayou.

Boggy Bayou Headwaters Restoration, Niceville, FL | Senior Project Manager

The Boggy Bayou Headwaters Restoration project addressed sediment reduction, biological productivity, improved habitat, and removal of nuisance species in the northernmost waters of the bayou. The project included inventorying of the natural communities, recommendations for dredging/relocating sediment, removal of nuisance species, and associated permitting. In addition, improvements to enhance public access and recreational opportunities were addressed as well as educational interpretative signage.

Lake Lorraine Drainage System Assessment, Shalimar, FL | Senior Project Manager

This project consisted of reviewing the existing pipes and structures and their physical condition. This assessment was based a combination of field observations and video pipe scoping to identify the pipe condition and provide a replacement recommendation for the deteriorated pipes and inlets within the pipe network. The second phase was to complete an outfall assessment model of the drainage system using the Stream Technologies modeling software, Interconnected Channel and Pond Routing Model (ICPR), to assess the hydraulic capacity of the existing system. Once the modeling was complete a recommendation was provided which included a phased approach to construction.



114 E 5TH AVE
TALLAHASSEE, FL



Jeff Tyler, P.E.

Senior Project Manager
Mechanical EOR

EDUCATION

Bachelor of Mechanical Engineering
| Auburn University | 2010

LICENSURE

Professional Engineer (Mechanical),
Florida No. 57093

Certified Indoor Air Quality Profes-
sional (CIAQP) 4

% of time available for
projects on this contract: 15%

Jeff joined H2Engineering in 2023 as a Senior Project Manager bringing 28 years of experience across multiple sectors including higher education, K-12, federal, healthcare, laboratories, food service, municipal government, and industrial. Jeff possesses valuable skills in project management, problem solving, risk management, inter-disciplinary coordination, cost savings, and business development. His leadership skills are evident in his ability to mentor and build strong project teams. He will ensure his project teams have the resources needed to deliver and meet project deadlines, as well as, owner's objectives, goals, schedule, and budget requirements.

RELEVANT EXPERIENCE

Bay County Emergency Services Complex | Project Manager/Mechanical EOR

Schematic Design being completed under STOA's IDIQ Contract. Services include renovating an existing 5,000 square foot pre-engineered metal building to house emergency services vehicles for repair and general maintenance. One vehicle bay will have an 88,000 lbs vehicle lift to hold the County's ladder fire truck, two additional vehicle lifts are provided in addition to new overhead coiling doors, a new 20-year roof coating, new insulation throughout, industrial fans and new electrical service and HVAC.

Houston County Administration Building Renovation, Dothan, AL | Mechanical EOR

Renovation of the existing HVAC system for a 6-Story, 74,220 SF, county administration building. The HVAC system was comprised of a new VRF System to provide an increased number of requested climate control zones for each floor of the facility. Conditioned outside air was provided by a roof-mounted packaged DOAS system which was ducted via a vertical chase to each floor of the building. A new BAS (Building Automation System) was installed to allow real time monitoring by facility personnel on-site or remotely. Construction Value: \$4,800,000

Tuscumbia ALDOT Transportation Building, Tuscumbia, AL | Mechanical EOR

A new 16,145 SF facility which included administrative office areas, labs, soil and asphalt testing. The Primary HVAC system was comprised of a multi-zoned VRF system paired with two energy recovery ventilators which utilized exhaust air from restrooms and storage spaces to pre-condition outside air before cooling/heating the air to nominal conditioned air supply temperatures. Specialized cooling and exhaust systems were provided for the lab areas utilized for asphalt testing and soil sampling. Construction Value: \$4,500,000

Daphne Justice Center Renovation & Addition, Daphne, AL | Mechanical Engineer

This project consisted of the renovation of the courthouse building and the construction of a new precinct building. Courthouse renovation consisted of new interior for the courtroom and judges chambers as well as a new HVAC system comprised of five (5) new roof mounted air conditioning units and new air distribution systems for each. The new precinct building consisted of offices, a gym, a lab, evidence storage, and ammunition storage. The new HVAC system was comprised of fully ducted unitary split-systems for occupied spaces, ductless split systems for electrical and IT spaces, and a DOAS System to provide makeup air for laboratory, evidence storage, and ammunition storage exhaust requirements Construction Value: \$6,500,000

Geneva County Courthouse and Jail – Humidity Study and HVAC Renovation, Geneva, AL | Mechanical EOR

A building study was performed on a 39,552 SF courthouse and jail to determine cause of ongoing moisture control problems in the courthouse and jail holding cell areas. The study included analyzing the existing HVAC Systems, determining the state of building pressurization, and noting any deficiencies in existing HVAC Systems. A dedicated outdoor air system was added to the jail area and adjustments were made to existing HVAC Systems serving various areas of the courthouse to improve overall facility pressurization Construction Value: \$250,000



114 E 5TH AVE
TALLAHASSEE, FL



Matt Scaringe, P.E.

**Principal
Electrical EOR**

EDUCATION

Bachelor of Mechanical Engineering
| University of Florida | 1995

LICENSURE

Professional Engineer (Mechanical & Electrical), Florida No. 54639

Commissioning Authority
No. 108-264

% of time available for
projects on this contract: 12%

Matt joined H2Engineering, Inc. in 1997, became Vice President in 1999, and President in 2012. Contributing to the growth and success of H2Engineering, he oversees all facets of the company, including business development, engineering, project management, and client satisfaction. Matt recognizes the importance of developing tailored, innovative, and sustainable design solutions for each client and facility. He is detail oriented with extensive knowledge across a variety of market sectors, including higher education, K-12, government, office, judicial, correctional, public safety, and healthcare. In addition to being a registered professional engineer (mechanical and electrical), Matt is a certified commissioning authority.

RELEVANT EXPERIENCE

Bay County Emergency Services Complex | Principal-In-Charge/Electrical EOR

Schematic Design being completed under STOA's IDIQ Contract. Services include renovating an existing 5,000 square foot pre-engineered metal building to house emergency services vehicles for repair and general maintenance. One vehicle bay will have an 88,000 lbs vehicle lift to hold the County's ladder fire truck, two additional vehicle lifts are provided in addition to new overhead coiling doors, a new 20-year roof coating, new insulation throughout, industrial fans and new electrical service and HVAC.

PCB Public Works Safe Room & Generator, Panama City Beach, FL | Principal-In-Charge/Electrical EOR

This project consists of modifications to the public works building by adding a FEMA P-361 standards safe room inside. This includes retrofitting 2,823 SF out of the 10,000 SF facility into a safe room that can withstand minimum 200-mph winds and will be able to house 40 public works employees during high wind events. Additionally, a generator will be installed with 125 kW capacity to support the facility during critical weather. Construction Value: \$650,000

COT Electric Utilities Emergency Logistics Facility, Tallahassee, FL | Principal-In-Charge

This project includes the design and construction of an emergency logistics facility for the City of Tallahassee's Electric and Gas Utility Department. The building consists of a large 7,676 SF main dining and meeting room area that can withstand winds up to 200-mph and provide safe haven for continued operation as well as a 2,766 SF exterior covered area to accommodate vehicles. Construction Value: \$2,300,000

City of Lynn Haven New City Hall & Police Department, Lynn Haven, FL | Principal-In-Charge/Project Manager/Electrical EOR

H2Engineering provided mechanical, electrical, plumbing, and fire protection engineering design services for the new 42,810 square foot City Hall and Police Facility located in Lynn Haven, FL. This facility was hardened in compliance with EHPA requirements and designed to withstand up to 175-mph sustained winds and 200-mph peak gusts. Construction Value: \$13,500,000

Leon County Courthouse Switchgear Replacement, Tallahassee, FL | Principal-In-Charge

This project included the replacement of outdated electrical service equipment and emergency power service equipment for the Leon County Courthouse. This equipment included two 4000 Ampere(A) switchboards, two 800 Ampere emergency transfer switches, and one 1600 Ampere switchboard. The 4000A switchboards power the entire building and contain the service disconnect switches. This project won the 2021 Big Bend Chapter APWA Project of the Year. Construction Value: \$650,000



301 Schubert Drive
Pensacola, FL 32504



STEVE DANA, RLA
Landscape Architect

EDUCATION

BA-Architecture |
Princeton University | 1994

LICENSURE

Landscape Architecture | FL
#LA6667043

% of time full time to this
project: 25%

Steve Dana specializes in creating or transforming spaces for the enjoyment of people. He has led the daily operations and design implementation of Jerry Pate Design since 1999 and has over two decades of professional experience in the design industry. Steve is adept at all aspects of project management from early conceptual design, through construction document development, to construction and project close out. He is a member of the American Society of Landscape Architects.

RELEVANT EXPERIENCE

Bay Memorial Park & Garden Club, Panama City, FL - \$15M | 22 Acres | 2022-Ongoing | Landscape Architect

Steve is the Landscape Architect on the project with STOA as lead architect. The project entails the complete revitalization of Panama City's central park. It will include a new community center with exterior event plazas, a new playground and fitness court, walking and running trails, a memorial garden, an orchard, a grand event lawn, a disc golf course, and many areas for gathering and respite.

Navy Federal Credit Union Campus, Pensacola, FL - \$15M | 2018-Current | Lead Landscape Architect

Steve Dana is the lead landscape architect for this major corporate campus expansion which includes a new 30-acre recreation facility. The campus includes stormwater amenities, walking and biking trails, numerous courtyards, and a large multi-purpose athletic field. Also incorporated into the park are a sand volleyball court, basketball court, and outdoor fitness lawn. Many other areas of respite and relaxation are incorporated within the campus as well.

Admiral Mason Park, Pensacola, FL - \$20M | 2015 | Owner' Representative

Steve Dana was the Owner's Representative for this regional stormwater amenity at the gateway to downtown Pensacola. Mr. Dana directed many design changes that included incorporating the park with the adjacent Veteran's Memorial Park to create one cohesive experience, creating comfortable access to the water, and creating many outdoor rooms for respite and gathering around the pond. The project won the State of Florida Award for Excellence for creative stormwater facilities that provide benefit to the environment and amenities to the community.

Springfield Parks, Springfield, FL | Landscape Architect

Architect on the project with STOA as lead architect. The project entails the revitalization of several parks within the city limits. The Nature Park is currently in design phases. This park includes a regional stormwater pond as a nature amenity, with walking trails, boardwalks, picnic areas and other spaces for passive recreation. Up to five other parks are slated for improvement in the future.

St. Andrews Community Center, St. Andrews, FL | 2022-Ongoing | Lead Landscape Architect

As landscape architect Steve led the Design Team in the site planning to include a community event lawn, amphitheater lawn, playground area, and exterior courtyards for community gathering and events.



35008 Emerald Coast Parkway,
Suite 204
Destin, FL 32541



KEVIN GARDNER PLS, PSM

Land Surveyor

EDUCATION

Bachelor of Science | Surveying &
Mapping | East Tennessee State
University

LICENSURE

Land Surveyor | FL #LS7258
Land Surveyor | AL #PLS24330
Land Surveyor | TN #2934

% of time available for
projects on this contract: 20%

Kevin has over 20 years of surveying experience and serves as a department manager, overseeing multiple survey crews simultaneously. He has been involved on many types of public and private projects, including subdivisions, transportation, bridges, boundaries and easements. He has performed survey services on a local, county, and state level. Kevin has expertise in analyzing aerial photography to establish property boundaries, performing boundary calculations, performing construction staking, and providing preliminary and final platting of commercial and residential properties for right of way and easement acquisition.

RELEVANT EXPERIENCE

Lighthouse Private Christian Academy Survey | Gulf Breeze, FL

Lead Land Surveyor. Provided boundary and topographic survey services, including coordinating with the local government to secure necessary permitting, and preparing drawings.

Fox Crossing Drive | Pace, FL

Lead Land Surveyor. Provided boundary survey and staking for a private development.

City of Milton Fire Training Facility | Milton, FL

Lead Land Surveyor. Provided survey and civil engineering services for a municipal training facility. The scope of work included boundary and staking, and providing stormwater design.

Ellis Creek | Trust for Public Lands

Lead Land Surveyor. Provided boundary survey services on the Ellis Creek Tract property, reviewed title work, and drafted a survey for this project. Scope of work also included utility and ROW acquisition.

Saddle Ridge Subdivision | Pensacola, FL

Lead land surveyor. Provided boundary and topographic survey services, including coordinating with the local government to secure necessary permitting, and preparing drawings.

Cambridge Park Subdivision | Navarre FL

Lead land surveyor. Provided boundary and topographic survey services, including coordinating with the local government to secure necessary permitting, and preparing drawings. The scope of work also included utility and ROW acquisition.

TAB 3 - PROJECT TEAM (AVAILABILITY AND WORKLOAD)

CURRENT PROJECTS & REMAINING LABOR COMMITMENTS



STOA's Panama City office is currently working on several projects in varying degrees of completion, including:

- Building 528 NSWC Panama City;
- Hurricane Sally Repair Package, NAS Pensacola;
- Building 106 NSA, Panama City;
- Bay County Emergency Services Maintenance Complex;
- Savannah River Field Office Building; Destin City Hall Annex;
- Niceville Chamber Assessment;
- Mexico Beach Stormwater Facility and Parks;
- Building 168 Renovation, St. Augustine;
- Dog Kennel, Ft Novosel, AL;
- Niceville Consolidated Facility;
- Pounders Hawaiian Grill, Fort Walton Beach & Pensacola.



Jerry Pate Design's Pensacola office is currently concluding several large projects so our team has the opportunity to take on new projects.



AVCON's Niceville office is currently working on several projects in varying degrees of completion, including:

- Dyess AFB Airfield Lighting & ALCMS Replacement;
- Tyndall AFB Amphitheater & Parking Lot Repair;
- City of Mexico Beach Stormwater Improvements;
- Tyndall AFB Building 1117/B1120 AFCEC HQ;
- Eglin AFB Wildcat Test Facility;
- City of Niceville Turkey Creek Park East Improvements



OWN's Destin location is currently working on a miscellaneous smaller, short-term projects. There are currently 6 projects in progress.



H2 Engineering's Tallahassee Office is currently working on several projects in varying degrees of completion, including:

- Okaloosa County School District Mary Esther ES HVAC Reno;
- Okaloosa County School District Crestview HS Chiller;
- Okaloosa County School District Fort Walton Beach HS Cooling Towers;
- Walton County School District South Walton HS Football Field;
- Panama City Sweet Bay Marina, FL;
- DOC Apalachee Correctional Institute Classroom;
- Bay County Maintenance Complex;
- Okaloosa County School District Max Bruner MS HVAC Reno



TAB 3 - PROJECT TEAM (AVAILABILITY AND WORKLOAD)

TYPICAL # OF PROJECTS HANDLED BY KEY PROJECT MANAGERS

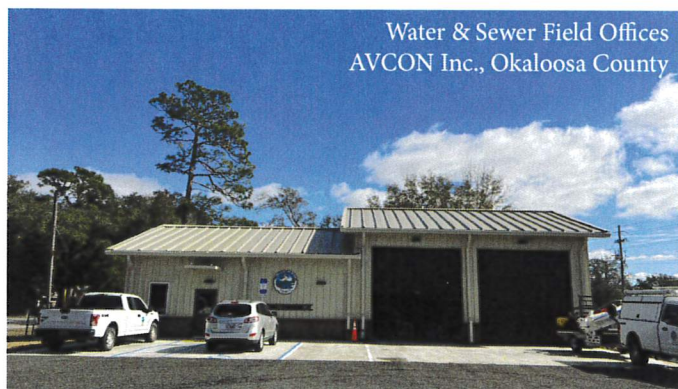
STOA Architects - STOA project managers typically handle 5-8 projects at any given time.

OWN, Inc. - OWN project managers typically handle 3-4 projects at any given time.

AVCON, Inc. - AVCON project managers typically handle 6 projects at any given time.

H2 Engineering - H2E project managers typically handle 5-8 projects at any given time depending upon size and scope of the project.

Jerry Pate Design - JPD project managers typically handle 5-8 projects at any given time. That number will drop to 4-6 with the completion of current projects.



PROJECTED WORKLOAD OF PROJECT MANAGEMENT ACTIVITIES

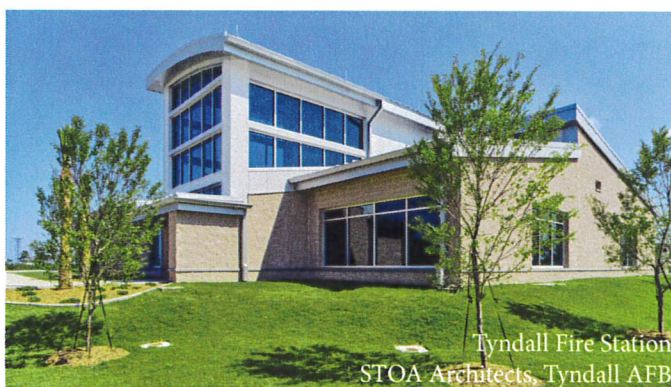
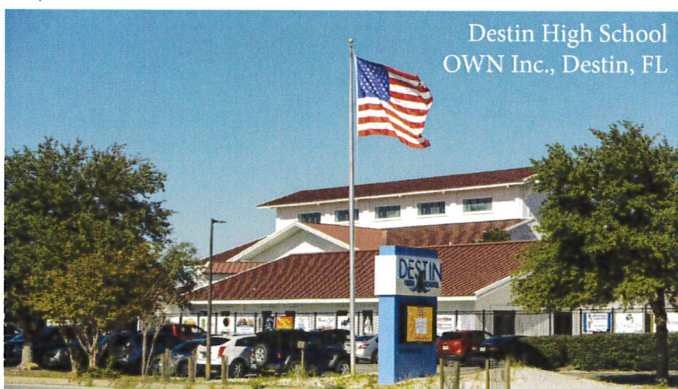
STOA Architects - As a general rule, STOA targets an average of 80% utilization to provide a 20% available capacity across the board to accommodate new projects, indirect time and any unforeseen situations.

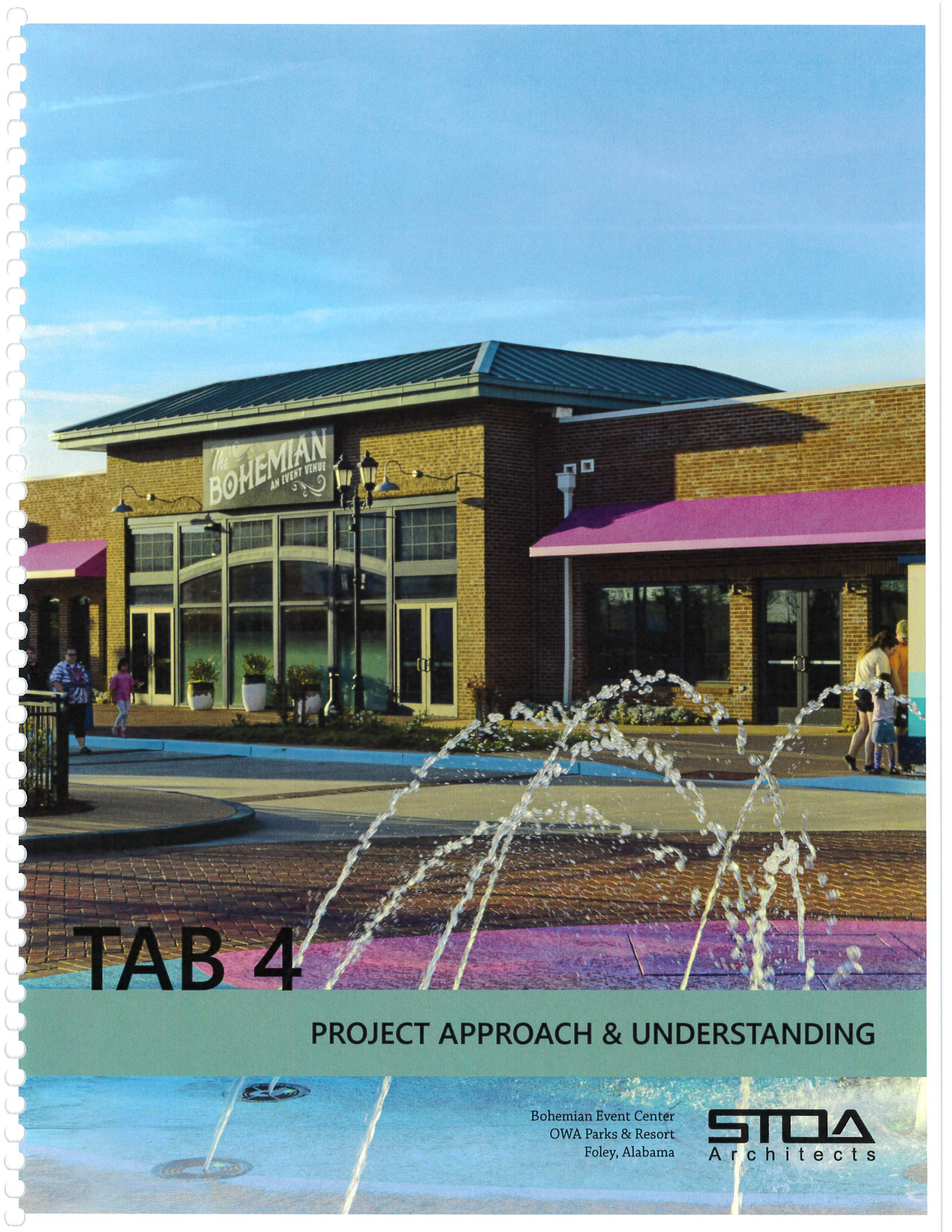
OWN, Inc. - OWN's Destin location has availability and capacity for additional project work and project management activity. Current project types are not long-term projects so completion dates and project turnover is relatively quick.

AVCON, Inc. - AVCON has an available capacity of 20% for project management activities in the next year.

H2 Engineering - H2 Engineering has an available capacity averaging around 15-20% over the next 12 months.

Jerry Pate Design - Jerry Pate Design will have a 35-40% available capacity over the next 12 months.





TAB 4

PROJECT APPROACH & UNDERSTANDING

Bohemian Event Center
OWA Parks & Resort
Foley, Alabama

STOA
Architects

TAB 4 - PROJECT APPROACH & UNDERSTANDING

At STOA Architects, we understand that successful architecture and engineering service contract relationships hinge on more than just technical expertise. They rely on effective collaboration, open communication, and a commitment to long-term success.

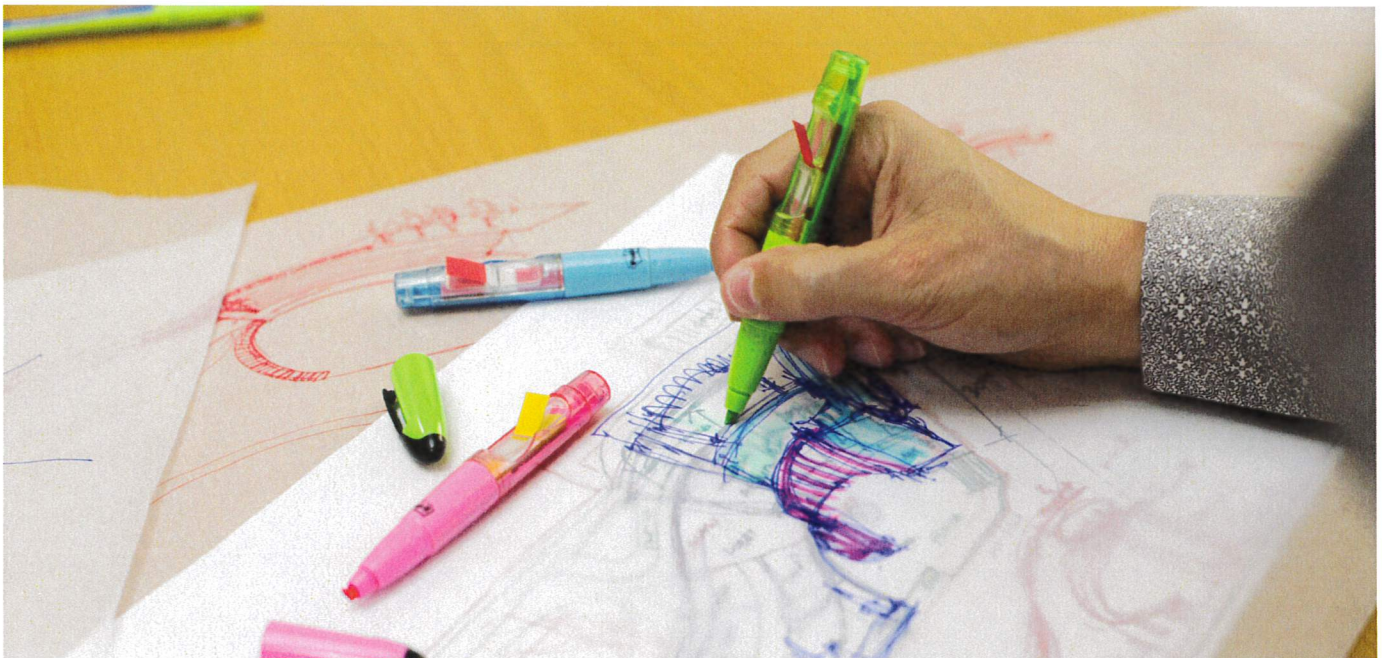
The STOA Team has more than 40 years of experience in the industry and currently serves on several continuing service contracts throughout Northwest Florida, including Bay County; Escambia County Schools; Springfield City Parks; Santa Rosa County; Wakulla County; Panama City; Pensacola Department of Public Work; Naval Surface Warfare Center, and Panama City. Not to mention more than a dozen federal continuing services contracts throughout the Southeast.

Why Choose STOA?

First and foremost, STOA Architects listens to the wants and needs of our clients, becoming their most trusted architect and engineering/consultant team. We execute with proficiency and a skilled understanding of their needs. When it comes to minor projects, requests typically require a quick response and turnaround in addition to the most cost-effective solution possible. The same is true of major projects, undertakings, and scopes of work that involve larger teams and durations. No matter the size of the job, the STOA Team provides the same responsiveness and willingness to resolve the project needs of our clients. We are responsive to ensure each project remains on time and within budget as well as receives the personal attention required to be successful.

Personalized Service

Although minor projects may involve entire building additions, most typically involve renovating existing spaces and assessing the client's needs to provide sound solutions. We assign the most capable and technically proficient staff on each of the projects we are assigned, to address specific needs and problems that are unique to the project. We do our homework to minimize unknowns wherever possible, facilitate work in occupied spaces, and inform our client's point of contact(s) of impacts to user groups that may be affected. Minor projects often have loosely defined scopes and tight budgets. We provide input to define the scope to stay within budget. Delivery intent, goals, and objectives are an integral part of any project, both major and minor. Our extensive experience is evidence of how well we understand and can meet goals, objectives, and delivery intents. Our most trusted clients and owners choose and prioritize STOA Architects and our team of consultants and engineers because they expect results and have come to rely on our experience and dedication to their mission and goals.



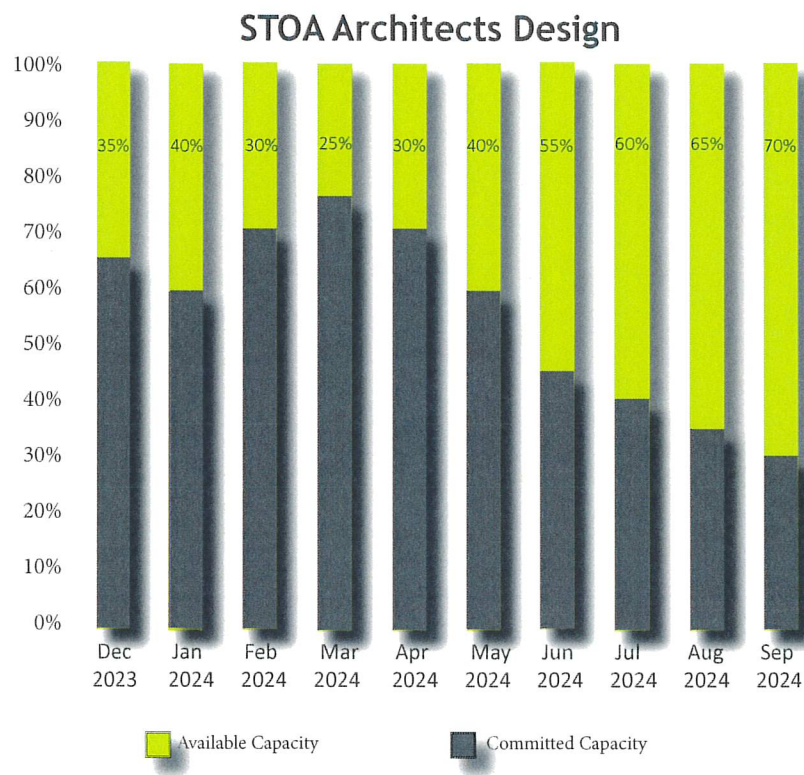
TAB 4 - PROJECT APPROACH & UNDERSTANDING

Single Point of Contact

To facilitate this, we appoint a single point of contact on every continuing service contract, so our clients always know who to talk to regarding all projects. Our point of contact works closely with the client and leads STOA's internal team to ensure project goals and objectives are met and exceeded. Every project has a designated principal as well. Principal involvement in all STOA Projects ensures our leadership is aware of the client's issues and needs and prioritizes their solutions. As needed, we assign multiple project managers to our team and senior leadership points of contact. This gives us the ability to handle multiple projects simultaneously, which we are accustomed to doing. As an example, we have witnessed and assigned as many as 20+ Projects being awarded at the same time and the ability to staff and still have excess capacity to execute other projects. Those projects have ranged in value from as low as \$200,000 to as large as \$50M in construction value.

Able to Take on New Work

Our "Available Capacity" chart for the next 6-10 months shows STOA's ability to handle its current workload and take on new work projected according to known and foreseen Project workload.

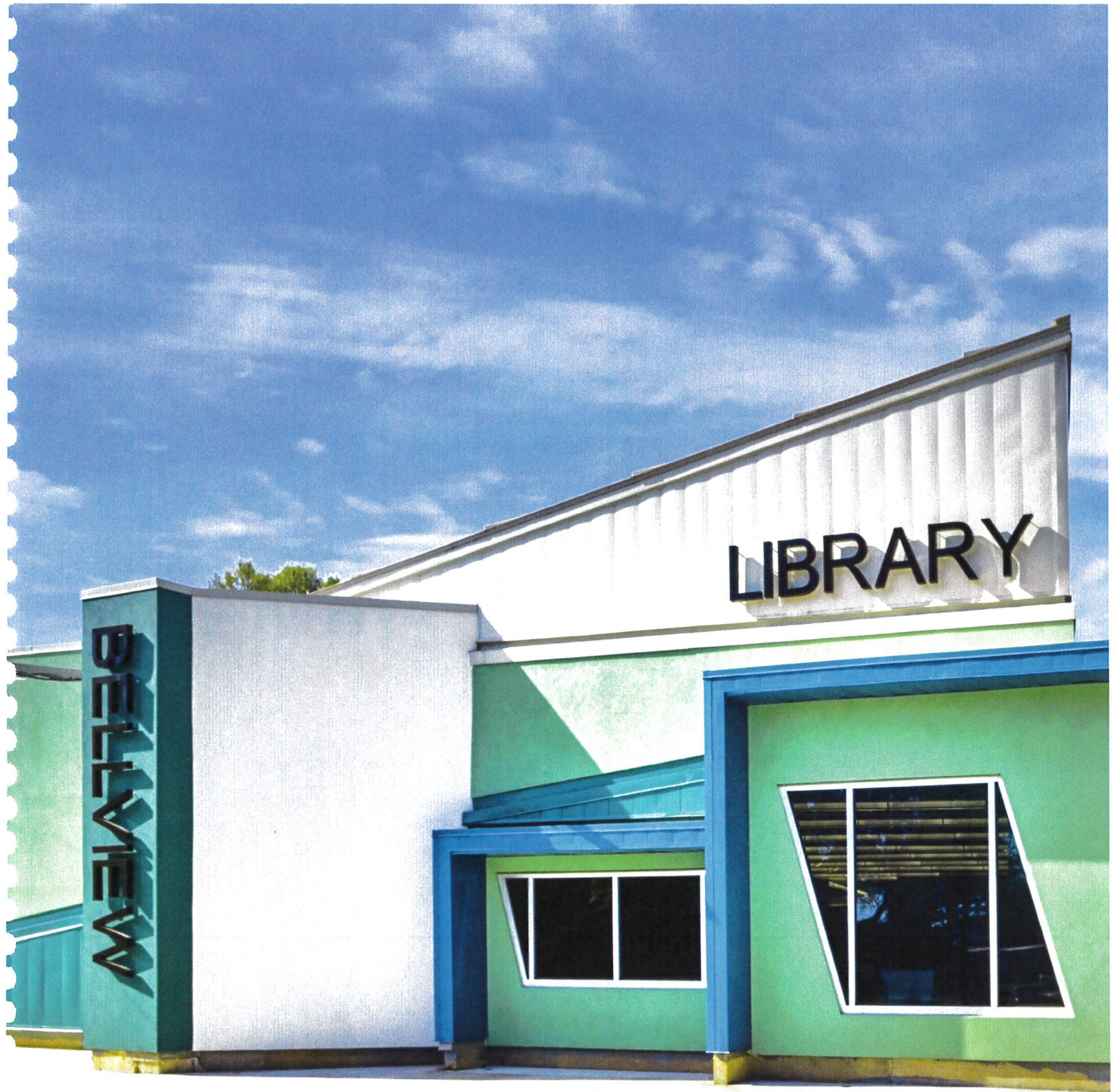


Internal Metrics

We have developed and implemented internal metrics to assist in assuring our clients' needs are met. For example, we require a response to RFI's within 24 hours and construction submittals within three days. Any correspondence received from a client will be responded to that day or within 24 hours.

Committed to You

STOA Architects and our team of consultants and engineers are committed to making themselves available to you onsite when required. We work with our consultants and engineers for other clients on a regular basis in and around Destin including Eglin Air Force Base, The City of Niceville, Okaloosa County Schools, Walton County Schools, Bay County where we hold an IDIQ continuing service contract, and Bay County Schools. We are delighted for the opportunity to showcase our qualifications in our response to the City of Destin's RFQ and hope you consider us to be your architect and consultant / engineering team on future City of Destin Projects.



TAB 5

REFERENCES

Bellview Library
Pensacola, Florida

STOA
Architects

TAB 5 - REFERENCES - PAST PERFORMANCE



City of Panama City Architectural Services

501 Harrison Ave, Panama City, FL 32401

Brittany Melo, Project Manager,

bmelo@panamacity.gov

O: 850-691-4567

C: 850-771-6105



Bay County AE Services

840 West 11th Street, Panama City, FL 32401

Fred Brown, Capital Projects Division Manager

Public Works Division

fbrown@baycountyfl.gov

O: 850-248-8132

Bay County AE Services

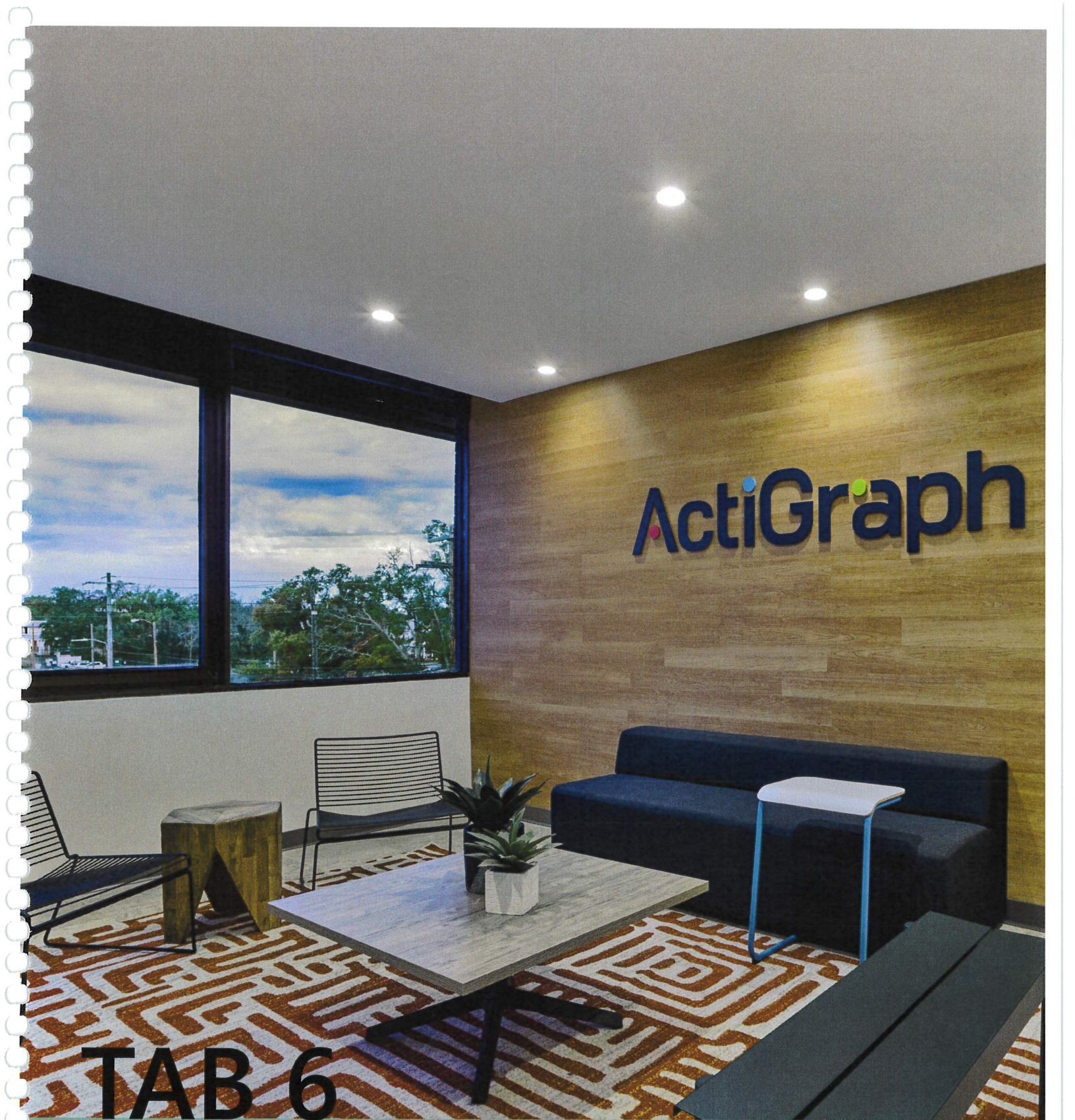
840 West 11th Street, Panama City, FL 32401

Drew Clemons, Assistant Capital Projects Division Manager

Public Works Division

dclemons@baycountyfl.gov

O: 850-248-8120



TAB 6

GENERAL INFORMATION & PROCUREMENT FORMS

Actigraph
Pensacola, Florida

STOA
Architects

TAB 6 - GENERAL INFORMATION & PROCUREMENT FORMS



RESPONDENT

ACKNOWLEDGEMENT

Submit RFQ's To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ Title: ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES

RFQ Number: 23-09-CD

RFQ Received By: **November 30, 2023, NO LATER THAN 2:00 P.M. (CT)**

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **November 30, 2023, no later than 2:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: STOA International/Florida, Inc. dba STOA Architects

Federal I.D. Number: 59-3697783

A Corporation of the State of: Florida

Area Code: 850 Telephone Number: 432-1912

Area Code: _____ Fax Number: N/A

Mailing Address: 121 E Government Street

City/State/Zip: Pensacola, Florida 32502

Vendor Mailing Date: 11/27/23

A handwritten signature in blue ink, appearing to read "M.C. Werner, Jr.", is written over a horizontal line.

Authorized Signature

Michael C. Werner, Jr., Managing Principal

Name Typed

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

TAB 6 - GENERAL INFORMATION & PROCUREMENT FORMS

A D D E N D A

CITY OF DESTIN
FLORIDA

RFQ TITLE: RFQ No. 23-09-CD, ARCHITECTUAL AND PROFESSIONAL
CONSULTING SERVICES

RESPONDENT: Michael C. Werner, Jr., Managing Principal

DATE SUBMITTED: November 30, 2023

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM No.</u>	<u>DATE</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

☒ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

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BE CONSIDERED COMPLETE AND ACCEPTABLE

TAB 6 - GENERAL INFORMATION & PROCUREMENT FORMS

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-09-CD "ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES FOR THE CITY OF DESTIN"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: STOA Architects/Florida, Inc. dba STOA Architects

ADDRESS: 121 E Government Street

CITY: Pensacola

STATE: Florida

ZIP CODE: 32502

TELEPHONE NUMBER: 850-432-1912

SIGNATURE: 

DATE: 11/27/23

NAME (TYPED OR PRINTED): Michael C. Werner, Jr.

TITLE: Vice President & Managing Principal

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

TAB 6 - GENERAL INFORMATION & PROCUREMENT FORMS

ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES SCHEDULE OF SUB-CONSULTANTS

The Undersigned Consultant proposes the following major sub-consultant(s) for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-consultant(s), if required.

Name of Sub- Consultant	Address of Sub- Consultant	License No.:	Task
OWN Engineering	35008 Emerald Coast Pkwy., Suite 204 Destin, FL 32541		Structural Engineering
			Survey & Mapping
AVCON, Inc.	320 Bayshore Drive, Suite A, Niceville, Florida 32578		Civil Engineering
H2 Engineering	114 East 5th Avenue Tallahassee, FL 32303		Mechanical, Electrical, & Plumbing Engineering
Jerry Pate Designs	301 Schubert Drive Pensacola, FL 32504		Landscape Architecture

Signature  _____

Date: 11/27/23

Title/Company Vice President & Managing Principal, STOA Architects

The City reserves the right to reject any sub-consultant(s) who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub-consultant(s) in order to make a determination as to the foregoing.

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

TAB 6 - GENERAL INFORMATION & PROCUREMENT FORMS

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-09-CD "ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES FOR THE CITY OF DESTIN"

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

STOA Architects/Florida, Inc. dba STOA Architects
CONSULTANT's Company Name

121 E Government Street, Pensacola, FL 32502
Physical Address

97 W Oak Ave, Panama City, FL 32401
Mailing Address

850-432-1912
Phone Number

850-982-3564
Cellular Number

m Werner@stoaarchitects.com
Email address


Authorized Signature – Manual

Michael C. Werner, Jr.
Authorized Signature – Typed

Vice President & Managing Principal
Title

N/A
FAX Number

850-982-3564
After-Hours Number(s)

11/27/23
DATE

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

TAB 6 - GENERAL INFORMATION & PROCUREMENT FORMS

CITY OF DESTIN, FLORIDA

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-09-CD
"ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN"**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract RFQ No. 23-09-CD

2. This sworn statement is submitted by
STOA Architects/Florida, Inc. dba STOA Architects

whose business address is 121 E Government Street, Pensacola, Florida 32502
and (if applicable) Federal Employer Identification Number (FEIN) is
59-3697783 (If the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement:

3. My name is Michael C. Werner, Jr. and my relationship to the entity named above is Vice President & Managing Principal

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
BE CONSIDERED COMPLETE AND ACCEPTABLE

TAB 6 - GENERAL INFORMATION & PROCUREMENT FORMS

among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

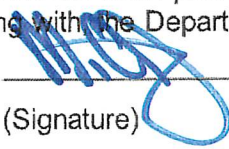
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

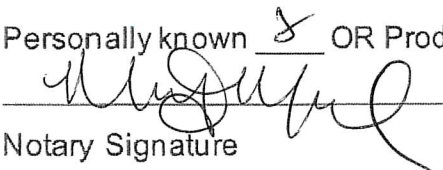

(Signature) 11/27/23
Date:

STATE OF Florida
COUNTY OF Escambia County

The foregoing instrument was acknowledged before me by means of physical presence ☒ or online notarization ☐, this 27 day of November, 2023.

By: MISTY MOY
(Print name)

Personally known ☒ OR Produced Identification ☐


Notary Signature Seal:



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BE CONSIDERED COMPLETE AND ACCEPTABLE

TAB 6 - GENERAL INFORMATION & PROCUREMENT FORMS

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-09-CD
"ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN"**

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more than 5% of the bidder/proposer's interest?

YES

NO ☒ X

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES

NO ☒ X

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES

NO

If YES, please describe:

N/A

FIRM NAME: STOA Architects/Florida, Inc. dba STOA Architects

BY (PRINTED): Michael C. Werner, Jr.

BY (SIGNATURE):



TITLE: Vice President & Managing Principal

ADDRESS 121 E Government Street, Pensacola, Florida 32502

PHONE NO. 850-432-1912

E-MAIL mwerner@stoarchitects.com

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BE CONSIDERED COMPLETE AND ACCEPTABLE

TAB 6 - GENERAL INFORMATION & PROCUREMENT FORMS

CITY OF DESTIN, FLORIDA

REQUEST FOR QUALIFICATION (RFQ) NO. 23-09-CD "ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES FOR THE CITY OF DESTIN"

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 23-09-CD. - ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES FOR THE CITY OF DESTIN, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,

Michael C. Werner, Jr.



Vice President & Managing Principal

Name

Title

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BE CONSIDERED COMPLETE AND ACCEPTABLE

TAB 6 - GENERAL INFORMATION & PROCUREMENT FORMS

Incorporation by the Secretary of State and current Florida Professional License:

State of Florida Department of State

I certify from the records of this office that STOA
INTERNATIONAL/FLORIDA, INC. is a corporation organized under the laws
of the State of Florida, filed on February 12, 2001.

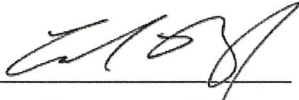
The document number of this corporation is P01000018363.

I further certify that said corporation has paid all fees due this office through
December 31, 2023, that its most recent annual report/uniform business report
was filed on January 30, 2023, 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 Thirtieth day of January, 2023*




Secretary of State

Tracking Number: 5517758744CC

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

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

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



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

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

LEE, CHAO CHIUNG

STOA INTERNATIONAL/FLORIDA, INC.
121 E GOVERNMENT STREET
PENSACOLA FL 32502

LICENSE NUMBER: AR93874

EXPIRATION DATE: FEBRUARY 28, 2025

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.

TAB 6 - GENERAL INFORMATION & PROCUREMENT FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2023

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 11700 Katy Freeway Suite 1100 Houston TX 77079		CONTACT NAME: Ashley Enrique PHONE (A/C, No, Ext): 817-349-2279 FAX (A/C, No): 817-347-6981 E-MAIL ADDRESS: aenrique@higginbotham.net	
INSURED STOA International/Florida Inc. dba STOA Architects 121 E. Government Street Pensacola FL 32502		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11150	

COVERAGES		CERTIFICATE NUMBER: 1845771619		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below					☐ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY		PAAEP0125503	5/14/2023	5/14/2024	EACH CLAIM \$2,000,000 AGGREGATE \$4,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Professional Liability Policy includes an Automatic Waiver of Subrogation as defined by Form Number 05 AEP0055 00 05 15 titled "Architects and Engineers Professional Liability Insurance" to the extent prior to a claim as required by a written agreement subject to policy terms, conditions, and exclusions. For Information Only						

CERTIFICATE HOLDER For Information Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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ACORD 25 (2016/03)

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November 1, 2022

MICHAEL WERNER JR
STOA INTERNATIONAL/FLORIDA INC DBA STOA ARCHITECTS
121 E. GOVERNMENT ST.
PENSACOLA, FL 32502-5801

Dear MICHAEL WERNER JR:

The City of Pensacola Purchasing department is pleased to announce that your firm has been certified as a Minority/Women Business Enterprise (M/WBE) by the City of Pensacola.

M/WBE certification is continuing from the date of this letter but is contingent upon the firm renewing its eligibility every three (3) years through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. Failure to continue your eligibility will result in immediate action to decertify the firm.

As long as the firm is listed in the M/WBE Directory, it is considered M/WBE appropriately certified.

Your firm will be listed in the City of Pensacola's M/WBE Directory which can be accessed via the internet at <https://pensacola.mwdbe.com/FrontEnd/VendorSearchPublic.asp>.

M/WBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all City of Pensacola projects as an M/WBE contractor, sub-contractor, consultant, and sub- consultant or material supplier.

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office in writing without delay. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Questions or concerns should be directed to this office.

Dedria Lunderman
Assistant Purchasing Manager
Finance Department
City of Pensacola
(850) 435-1838
dlunderman@cityofpensacola.com

Certification Date: October 31, 2022
Certification Expiration Date: October 31, 2025

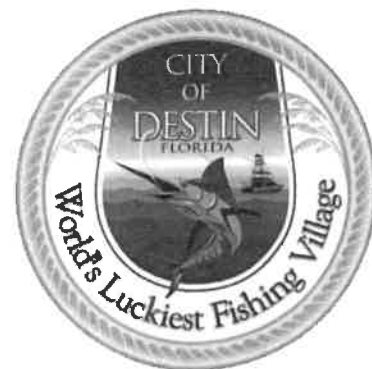


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REQUEST FOR QUALIFICATIONS FOR
**CITY OF DESTIN FOR
ARCHITECTURAL AND PROFESSIONAL
CONSULTING SERVICES
RFQ NO. 23-09-CD**

Letter of Interest



November 27, 2023

The City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, FL 32541

**RE: RFQ No. 23-09-CD
Architectural and Professional Consulting Services**

Dear Members of the Selection Committee:

Florida Architects, Inc. (FLA) appreciates the opportunity to submit our qualifications to the City of Destin for Architectural and Professional Consulting Services. For more than 28 years, Florida Architects has been providing architectural services to city and county governments, state colleges, school districts, and developers throughout the state of Florida. We are exceptionally familiar with projects that fall under the description of Continuing Contracts and would be honored to extend our services to the City of Destin.

"Ethics, Integrity, and Trust" are FLA's core values, and we are dedicated to upholding them. They are traits that new and established clients desire and expect from us. The FLA team brings a level of professionalism, experience, and expertise to our clients that we believe is unsurpassed. Our commitment to our clients and the quality of our designs consistently distinguishes us from our competitors.

We understand that each new client and project brings new challenges. We will determine how to approach and deliver each project by listening to the city leaders, staff, and the citizens living and working in the Destin area. We are confident that FLA has the most creative, knowledgeable, and committed professional team to complete your projects successfully.

Historically, we have demonstrated our technical proficiency and successful project management skills for a wide variety of projects and a diverse range of clients. Our technical expertise is evidenced by the continuing contracts we currently hold with clients, which include the Bay County Board of County Commissioners, the Cities of Panama City, Lynn Haven, and Mary Esther, the Panama City Housing Authority, Gulf Coast State College, Lake-Sumter State College, Pensacola State College, Pasco-Hernando State College, Bay District Schools, and the Walton County School District. FLA is exceptionally knowledgeable in incorporating design standards, programs, and objectives with the Florida Building Code, Owner Preferred Requirements, and feedback from various user groups into our design documents.

Our FLA team is distinguished from other firms when you combine our knowledge with customized service and exceptional talent for creating innovative architectural solutions for the most economically responsible, functionally appropriate, and maintainable designs. Throughout every stage of this contract, you can trust Florida Architects to serve as your representative, protecting your interests with unequalled passion, knowledge, skill, dedication, and commitment.

Thank you for your consideration of our qualifications.

Respectfully submitted,



Joseph Sorci, AIA, President





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REQUEST FOR QUALIFICATIONS FOR
**CITY OF DESTIN FOR
ARCHITECTURAL AND PROFESSIONAL
CONSULTING SERVICES
RFQ NO. 23-09-CD**

Firm's Proposals



RESPONDENT'S QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Destin
City Clerk's Office
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By:	Corporation	☒
Name: <u>Florida Architects, Inc.</u>	Partnership	☐
Address: <u>103 West 5th Street</u>	Individual	☐
City, State, Zip: <u>Panama City, FL 32401</u>	Other	☐
Telephone No.: <u>850.257.5400</u>		
Fax No.: <u>Not Applicable</u>	Email: <u>jsorci@floridaarchitects.com</u>	

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

The correct name of the Respondent is:
Florida Architects, Inc.

The address of the principal place of business is:
103 West 5th Street
Panama City, FL 32401

2. If Respondent is a corporation, answer the following:

- a. Date of Incorporation: August 1995
- b. State of Incorporation: Florida
- c. President's name: Joseph J. Sorci, AIA
- d. Vice President's name: Markus Gemsch, AIA
- e. Secretary's name: Valli Sorci
- f. Treasurer's name: Valli Sorci
- g. Name and address of Resident Agent: Joseph J. Sorci, 103 West 5th Street
Panama City, FL 32401

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

a. Date of organization: N/A

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

N/A

c. State whether general or limited partnership: N/A

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

N/A

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

N/A

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

28

Under what other former names has your organization operated?

N/A

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

P95000068132 - State Document Number

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

No

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)
Joseph J. Sorci, AIA, President, AIA, LEED® BD+C, GGP; Markus Gemsch, AIA, Vice-President, LEED® AP, GGP; Antonio Adessi, AIA, LEED® AP, Director of Design. Based on the 11 Continuing Contracts we currently hold, our architects and staff are well-qualified to provide the same quality of continuing services for the City of Destin.
10. State the name of the individual who will have personal supervision of the work:
Joseph J. Sorci, AIA, President
11. State the name and address of attorney, if any, for the business of the Respondent:
Michael Dickey - Dunlap & Shipman
836 Jenks Ave., Panama City, FL 32401
12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Respondent's business and indicate the percentage owned of each such business and/or individual:
Valli Sorci, CEO/Director of Business Operations - 51%
Markus Gemsch, Vice-President - 49%
13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Respondent:
Not Applicable
14. Annual Average Revenue of the Respondent for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	7
b.	Non-Governmental Related Work	3
	Total Work (a +b):	

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

15. Bank References:

Bank	Address	Telephone
<u>Cadence Bank, 101 West 23rd Street, Panama City, FL 32405, 850.785.3669</u>		
<u> </u>		
<u> </u>		
<u> </u>		

16. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).
Please see attached sheet.

17. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):
Please see attached sheets.

18. What will be your turnaround time for written responses to City inquiries?
Same day as received, depending on the question and if research is required

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.
Florida Architects, Inc. has experienced no bankruptcy petitions, filed by
or against the firm, in the last five (5) years.

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.
Florida Architects, Inc. has experienced no claims, arbitrations,
administrative hearings and/or lawsuits by or against the firm during the
last five years.

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

Florida Architects, Inc. has had no criminal proceedings or hearings
concerning business related offenses to which the firm, our principals or
officers have been named as defendants.

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

No

The Respondent acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Respondent to be true. The discovery of any omission or misstatement that materially affects the Respondent's Proposals to perform under the contract shall cause the owner to reject the Response, and if after the award, to cancel and terminate the award and/or contract.

(Signed) 

Joseph J. Sorci, AIA

(Title) President

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of physical presence ☒ or online notarization ☐, this 27th day of November, 2023,

By:

Joseph J. Sorci, President

(Print name)

Personally known ☒ OR Produced Identification ☐



Seal:

Notary Signature, Nellie Sue Hudson, Notary Public, State of Florida



RESPONDENT'S QUALIFICATION STATEMENT #16

Ensuring that the design team has a true understanding of the Owner's budget and schedule requirements, FLA begins every project aligning design to dollars and time. Utilizing various tools, such as our project management website and Microsoft Project for scheduling, FLA continually monitors design revisions, Owner requests, and other potential impacts that occur as a project progresses. Should the scope creep or other circumstances beyond our purview and control occur that would negatively affect the budget and/or schedule, we immediately notify the Owner to discuss alternatives and solutions to keep the project on track, without compromising quality or design intent. At the time of Contract, FLA establishes a schedule for each project based on the client's occupancy and adjusts, as necessary. Even though the CM or GC may take over the schedule once the Contract for Construction is issued, FLA stays fully involved, monitoring the schedule, responding quickly and appropriately to RFI's and ASI's, turning around Shop Drawings and Submittals in a timely manner, and resolving other project issues quickly and efficiently. Throughout the process, from start-up to completion and beyond occupancy, Florida Architects is available to our clients to address their needs or answer their questions. We are proud to say that many CMs and GCs we work with have affirmed that we are one of the very few architects they work with who are exceptionally responsive and deliver projects on time.

Budget estimating is an area where Florida Architects excels by having Principal Architects estimate budgets from programming through concise and well-designed document preparation. Our record of estimating realistic budgets falls between a 5% differential of the completed project cost. We monitor the budget throughout the project with our in-house personnel and with regularly scheduled constructability meetings. By maintaining the same design team on each project from beginning to end, we can ensure our client of consistency, therefore reducing the risk of quality issues.

Our drawings are constantly reviewed by our principals, staff, as well as our Construction Administrator, who doubles as the final Quality Control check. One of our team members is on-site for weekly or bi-weekly meetings, walk-throughs for compliance with contract documents, and to ensure the design intent is met. With the inclusion of an experienced Architect available on-site, we can solve problems and resolve concerns quickly without the need for backtracking through the "chain of command."

RESPONDENT'S QUALIFICATION STATEMENT #17:

Planning and Design has been the primary focus of the Florida Architects, Inc. portfolio throughout our 28-year history. We have encountered and successfully delivered a myriad of project types, sizes, complexities, and costs, integrating various policies, procedures, and standards. We listen to Owners, managers, stakeholders, community leaders, and all pertinent personnel of each project, incorporating their priorities, thoughts, and ideas into the design as the project objective and budget allow. Employing our proven methodology and approach, we tailor our designs to meet the mission of the client and always exceed expectations. Building consensus and Architecture Best Practices are inherent in every project we design.

Programming for each project begins with workshops between designated personnel to discuss your program needs, space requirements, and/or guidelines that must be followed. During this phase, a Facilities Space List will be developed in relation to costs per SF, creating the project budget specific to the program developed by this team, infrastructure needs, and other design elements that may be required for the project. This document will be used throughout the project to monitor the effect of changes on the bottom line.

The design concept should be a reflection of the Owner and users of the facilities it serves and be architecture that will be embraced for many decades to come. Our designs reflect sustainable, leading-edge architecture that transcends form and function and will last long into the future. Our technical expertise complements our conceptual design abilities to create projects that are easily maintainable, energy efficient, leak-free, and will withstand the winds of a Category 5 hurricane.

COLLABORATIVE DESIGN THINKING

FLA encourages a culture of collaborative design thinking within the organization and consultants. We promote cross-functional teams comprised of architects, engineers, contractors, and clients to brainstorm and co-create innovative architectural concepts. By integrating diverse perspectives, FLA can generate groundbreaking ideas that push the boundaries of conventional design by optimizing solutions, market conditions, and sequencing.

UNDERSTANDING OF THE SCOPE

Florida Architects, Inc. has experience in providing a wide range of architectural services in all essential areas with associated requirements that will allow your facilities to function properly, efficiently, and securely. Along with our design experience, we have an extensive amount of Master Planning and Continuing Services experience, having provided these services for several school districts, municipalities, and college campuses throughout the state.

ADAPTABILITY AND RESILIENCE

Florida's vulnerability to extreme weather events necessitates innovative solutions for building resilience. Florida Architects explores materials and designs that can withstand hurricanes, flooding, and other natural disasters. FLA's designs implement adaptable spaces that can be reconfigured for various uses and can also extend the lifespan and value of a building. Florida Architects utilizes cutting-edge technology such as Building Information Modeling (BIM), Artificial Intelligence (AI), Augmented Reality (AR), and Virtual Reality (VR) to visualize and fine-tune our architectural designs. These tools enable FLA to experiment with innovative ideas in a digital environment before construction while reducing errors and enhancing creativity.



Florida Architects is flexible and willing to meet the Owner's requirements for site visits should they differ from our normal schedule. FLA's site visits are normally scheduled on a weekly or bi-weekly basis between the CM/GC, Subcontractors, Engineers, and Owner's staff or representative(s). Site visit reports are generated by FLA staff utilizing ArchiSnapper, a Field Report app for Architects.

With this app, we are able to generate reports, take photographs documenting field conditions/observations, pinpoint exact locations on blueprints that require the Contractor's attention, and notify the appropriate consultant/engineer of areas they need to focus on, all while on-site. This app generates a concise and detailed .pdf report that can be transmitted to any single person or all parties, if necessary, with one click, before FLA staff leaves the site. With this app, reports can also be customized with logos, headers and footers, fonts, etc.

PROJECT MANAGEMENT

In the current age of technology where we rely on electronic communication such as email, cell phones, the internet, and voicemail, it can be challenging to ensure that all team members are aware of the latest and most up-to-date information related to their project. This lack of clear communication can lead to misunderstandings, unresolved problems, and miscommunication. Florida Architects has found a solution to this problem by establishing the use of Basecamp®, a web-based management site that allows all team members to access the same information simultaneously. This site is available through any computer with an internet connection 24/7/365 by establishing a username and password, with no need for proprietary software. Best of all, there are no costs passed on to the owner for the use of this software. Basecamp® is a highly effective platform for sharing drawings and specifications, RFIs and responses, ASIs, progress photos, meeting notices and minutes, milestones, and to-do lists. It allows easy access for the team to view and respond to messages that everyone will receive at the same time and be able to keep track of throughout the project. The ease of access helps prevent misunderstandings or missed messages, such as "it slipped through the cracks" or "I didn't get the email."

Clients, CMs, and Contractors like Basecamp® because it allows 24-hour access to their project for a general overview of activity, check scheduled events such as roof installations or concrete pours, post directives, see design team communications, and ask questions directed to the project team at one time. CMs and Contractors like having the ability to post RFI's and receive their responses directly through the site. Having the software keep track of when RFIs and their responses are posted, without having to do more than attach a file, is a tremendous benefit to them.



The software displays all team members on the sidebar of the project's home page. It allows Florida Architects to monitor project activity, keep track of who has or has not logged in and may not be aware of recent postings or important meetings, milestones, or events, notify those individuals to log in and check on the project, establish milestones, and assign tasks to the entire project team or a single individual.



2 (b) IDENTIFY SERVICES PROVIDED

Florida Architects, Inc. services include:

SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	GMP CONFORMED SET
- Based on programming needs, develop the initial conceptual site plan, floor plans, and building elevations for approval. - Assist with further project refinements to remain within the budget through scheduled unit cost analysis. - Scrutinize proposed components and recommend alternative materials and systems. - Update architects' Statement of Probable Cost as a guide for the design process. - Review GC/CM Schematic Design estimate for compliance with Design Documents and cost and/or time savings opportunities.	- Refine and further develop site plans, floor plans, and elevations incorporating Owner comments, engineering, and building details into the drawings. - Re-evaluate materials and building components. - Perform Q/C Review. - Make major decisions in furnishings and equipment selections. - Perform in-depth evaluations of equipment and systems for the most efficiency, best brands, and sizes. - Provide the Owner with equipment and system information on the costs, life-cycle values, and impacts on the overall project budget as well as the impact on future building costs.	- Re-evaluate design based on Design Development quality control review by FLA, Owner, permitting agency, and GC/CM. - Finalize and detail all architectural and engineering drawings. - Provide a Statement of Probable Cost based on CD's systems/equipment to give a near-definite final project cost. - Coordinate finish selections with the Owner. - Confirm costs with suppliers. - Final check on compliance of design with the pre-established budget limit and adjust documents accordingly. - Satisfy all Comments and Mandatories. - Present CD package to Owner, and upon approval, present to Board for final approval.	- Review GMP line items. - Work with Owner/GC/CM to refine design; determine acceptable Value Engineering items, preserving design integrity and Owner intent. - Make minor modifications, as necessary. - Incorporate Value Engineering items to provide GMP / Conformed Set.

OUR SERVICES ALSO INCLUDE, BUT ARE NOT LIMITED TO:

- Obtaining, analyzing, documenting, and communicating the appropriate information.
- Scheduling the entire project, including detailed tasks, milestones, and all required decisions.
- Including all other related parties in the development of a concept that addresses the goals and objectives of the project, including the incorporation of job creation and workforce development responsiveness.
- Programming best practices for efficiency and high utilization.
- Designing highly functional facilities that exceed expectations for sustainability and maintainability.
- Integrating technology throughout spaces, including furniture.
- Furnishing complete and accurate Construction Documents with updates as necessary until occupancy is obtained.
- Providing Division One Specifications that strictly control the project processes, budget, and schedule.
- Establishing instant, constant, and seamless communication between the AE, CM/Contractor, and Owner.
- Accurately reviewing the CM/Contractor submittals in a timely manner.
- Meeting on-site weekly to review construction processes, quality of work, and progress of the project.
- Constantly working as the team leader to value and enhance the project throughout the process.
- Assisting the CM/Contractor in maintaining their schedule.
- Coordinating with the proper parties in the selection, procurement, and installation of furniture and equipment.
- Assisting Technology and Information Departments in completing the systems installations.
- Assist in planning and conducting a successful Soft Opening and Grand Opening.
- Meeting monthly or as needed, after occupancy, to resolve any warranty issues.
- Meeting at the 11th month to address any warranty items.
- Consistently follow up with the client to offer any assistance from the A/E team.

ADDITIONAL PROFESSIONAL SERVICES PROVIDED IN-HOUSE INCLUDE:

- Property Condition Reports & Life-Cycle Analysis
- Master Planning & Strategic Planning
- Programming & Space Planning
- Building Design, Forensics & Minor Projects Documents
- Completion of any design-related or required paperwork
- Interior Design & Procurement
- Construction Administration & Estimating
- LEED® & Green Globe Consulting
- Graphics, Animations, Renderings & Models
- Fund Raising Materials, if applicable

CONSTRUCTION ADMINISTRATION

- Review Contractor documents and project schedule.
- Process RFI's, RFP's, ASI's, and other documentation as may be required.
- Review and make recommendations regarding any Change Order requests.
- Review Contractor Payment Applications.
- Prepare Monthly Project reports.
- Review shop drawing submittals.
- Review cost-saving opportunities and monitor final costs.
- Provide Finish Board of final selections by Owner, and coordinate implementation.
- Attend CM/Owner/Weekly Construction Meetings; perform appropriate Site Observations and Maintain Quality Control Standards.
- Maintain Owner, Contractor, and Engineering communication through the completion period.

b) SUB-CONSULTANTS FOR THIS WORK INCLUDE:

Florida Architects, Inc. will be the Prime Architect and perform all duties relating to architectural needs. The following Consultants will provide services in their respective disciplines:

Dewberry, Inc., Panama City, FL, Civil Engineer
McCarthy Engineering, Inc., Pensacola, FL, Structural Engineer
H2Engineering, Inc., Tallahassee, FL, M | E | P | FP | Data Engineer

c) Principal place of business is as stated in the Respondent's Qualification Statement.



REQUEST FOR QUALIFICATIONS FOR
**CITY OF DESTIN FOR
ARCHITECTURAL AND PROFESSIONAL
CONSULTING SERVICES**
RFQ NO. 23-09-CD

Proposals of Project Team





OFFICE
103 WEST 5TH STREET
PANAMA CITY, FL 32401

PROJECT AVAILABILITY
10%

YEARS OF EXPERIENCE
28 | 45+
FIRM TOTAL

EDUCATION
UNIVERSITY OF FLORIDA
• MASTER OF ARCHITECTURE
• BACHELOR OF DESIGN
• ASSOCIATE OF ARTS

REGISTRATIONS
❖ FL-12728 / ARCHITECT
❖ MS-3887 / ARCHITECT
❖ GA-RA011404 / ARCHITECT
❖ TX-16554 / ARCHITECT
❖ OH-1315787 / ARCHITECT

PROJECT TYPES
▪ HIGHER EDUCATION
▪ MASTER PLANNING
▪ MUNICIPAL
▪ K-12
▪ MULTI-FAMILY
▪ HIGH-RISE
▪ RENOVATION / REMODEL
▪ HISTORIC RESTORATION



JOSEPH J. SORCI, AIA, LEED® BD+C, GGP PRESIDENT / DESIGN TEAM LEADER

Joseph Sorci is one of the founding Principals of Florida Architects, Inc. (FLA). Known for taking the lead in planning and design, his unique talent and understanding of the process yields highly successful results. Joe's experience encompasses a broad range of facility types, sizes, and complexities, with a focus on Higher Education, Municipal, entrepreneurship, and tourism. With successful projects located throughout Florida, he has demonstrated the confidence, assurance, and ability to deliver a project that meets the design intent, is aesthetically pleasing, well detailed, exceptionally functional, easily maintained, and is delivered on time and within budget, traits that our clients have come to expect. Joe oversees FLA's project and support staff in the Schematic, Design Development, and Construction Document phases of projects. Joe is adept at leading committees through the design process, as well as making presentations to staff, governing Boards, and community groups. He is a USGBC and GGP Sustainable Design Accredited Professional, is a member of the AIA, NCARB, is past Chairman of the Bay County Chamber of Commerce, and currently serves as Chairman of the Panama City Beach Chamber of Commerce Executive Board of Directors. All experience projects listed are with Florida Architects, Inc.

HIGHLIGHTED PROJECT EXPERIENCE



City of Lynn Haven City Hall, Police Dept. / EOC Rebuild* | Muni | Cost: \$14M | Size: 38,000 SF



Bay Co. Commissioners, Bay Co. Jail Safe Room Addition* | Muni | Cost: \$1.7M | Size: 4,200 SF



City of Panama City Truesdell Park Renovations* | Muni | Cost: \$500,000 | Size: 3,985 SF



City of Mary Esther City Hall, Fire Station Remodel* | Muni | Cost: \$576,785 | Size: SF's Varied

ADDITIONAL EXPERIENCE

Panama City Community Devel. Council Destination Panama City Visitor's Center Public Cost: \$1.2M 7,235 GSF	Bay County Board of Co. Commissioners Bay County Jail Drug Rehab Facility* Muni Cost: \$4.8M 12,000 SF
Panama City Housing Authority Northgate II Hurricane Renovations*, Public Housing Cost: Varied SF Varied	Tyndall Air Force Base B549, F-35 Flight Training Facility D/B DoD Cost: \$1.7M 10,000 SF
Bay District Schools, Bay High School Hurricane Michael Reconstruction* Edu Cost: \$8.8M SF Varied	Panama City Housing Authority Oakland Garden Apartment Roofing*, Public Housing Cost: \$1.24M 54,849 SF
Pasco-Hernando State College East Campus Fire Academy* Edu Cost: \$4M 21,461 GSF	Bay District Schools Transportation Facility Hurricane Michael Reconstruction* Edu Cost: \$4.9M SF Varied

*Denotes work under a Continuing Contract / FEMA / Grant





OFFICE
103 WEST 5TH STREET
PANAMA CITY, FL 32401

PROJECT AVAILABILITY
15%

YEARS OF EXPERIENCE
28 | 36
FIRM TOTAL

EDUCATION
UNIVERSITY OF FLORIDA
• MASTER OF ARCHITECTURE
• BACHELOR OF DESIGN
A-TIS ABEND TECHNIKUM
INSTITUTE, SWITZERLAND
• CIVIL ENGINEERING

**GULF COAST STATE
COLLEGE**
• REVIT FOR ARCHITECTURE

REGISTRATIONS
❖ FL – 15298 / ARCHITECT

PROJECT TYPES
▪ HIGHER EDUCATION
▪ MASTER PLANNING
▪ MUNICIPAL
▪ K-12
▪ MULTI-FAMILY
▪ HIGH-RISE
▪ RENOVATION / REMODEL
▪ HISTORIC RESTORATION



MARKUS GEMSCH, AIA, LEED® AP, GGP

VICE-PRESIDENT / SENIOR PRINCIPAL ARCHITECT

Markus is a founding Principal of Florida Architects, Inc. (FLA) and is the Vice-President and Senior Principal Architect/Project Manager. Markus' extensive technical expertise has been developed through direct involvement in a wide range of projects both large and small, and in every phase including planning, programming, design, construction documents, and construction administration. During his career with the firm, Markus has served in many capacities including Designer, Project Manager, Structural Coordinator, and Design Production Coordinator. His experience includes higher education, K-12, correctional, municipal, and commercial projects located throughout the State of Florida. In addition to serving as an officer of the firm, Markus supervises the firm's Production staff and operations. Markus also provides Project Management on several projects, attending site meetings, providing reports, responding to RFI's, and providing timely submittal reviews, clarifications, and resolutions to other project-related issues. Markus is a native of Switzerland and has 36 years of experience, with 28 of those years as a Florida Licensed Architect at Florida Architects, Inc. He is a member of the AIA, NCARB, and is a USGBC and GGP Sustainable Design Accredited Professional. All experience projects listed are with Florida Architects, Inc.

HIGHLIGHTED PROJECT EXPERIENCE



Bay District Schools, Bay High School
Hurricane Michael Reconstruction* |
Edu | Cost: **\$8.8M** | Size: Varied



Panama City Housing Authority
Northgate II Hurricane Renovations* |
Public Housing | Cost: **Varied** | Size: Varied



Bay District Schools Transportation Facility
Hurricane Michael Rebuild* | Edu |
Cost: **\$4.9M** | Size: Varied



Bay County Board of Co. Commissioners
Bay County Jail Drug Rehab Facility* |
Muni | Cost: **\$4.8M** | Size: 12,000 SF

Additional Experience

City of Panama City Truesdell Park Community Center Renovations* Public Cost: \$500,000 3,985 SF	Bay County Board of Co. Commissioners Bay County Jail Safe Room* Muni Cost: \$1.7M 4,200 SF
City of Lynn Haven City Hall, Police Dept./EOC Rebuild*, Muni Cost: \$14M Size: 38,000 SF	Bay District Schools Bay High School Administration Building One Edu Cost: \$9M 27,552 GSF
Panama City Community Devel. Council Destination Panama City Visitor's Center Public Cost: \$1.2M 7,235 GSF	City of Mary Esther City Hall Police Department Library Renovations* Muni Cost: \$576,585 Size: Varied
Pasco-Hernando State College East Campus Fire Academy* Edu Cost: \$4M 21,461 GSF	Panama City Housing Authority Oakland Garden Apartment Roofing*, Public Housing Cost: \$1.24M 54,849 SF

*Denotes work under a Continuing Contract





OFFICE

103 WEST 5TH STREET
PANAMA CITY, FL 32401

RFQ POINT OF CONTACT:
850.257.5400

PROJECT AVAILABILITY
20%

YEARS OF EXPERIENCE
6 | 22
FIRM | TOTAL

EDUCATION

UNIVERSITY OF FLORENCE

- MASTER OF ARCHITECTURE

UNIVERSITY OF CENTRAL
FLORIDA

- SOLAR ENERGY CENTER
CERTIFIED INSTALLER GRID-
CONNECT PHOTOVOLTAIC
SYSTEMS

REGISTRATIONS

- ❖ FL – 99272 / ARCHITECT
- ❖ ITALY – 5773 / ARCHITECT

PROJECT TYPES

- HIGHER EDUCATION
- MUNICIPAL
- K-12
- MULTI-FAMILY
- HIGH-RISE
- RENOVATION | REMODEL
- HISTORIC RESTORATION



ANTONIO ADESSI, AIA, LEED® AP

PRINCIPAL / DIRECTOR OF DESIGN

Antonio is a Principal at Florida Architects, Inc., and serves as Director of Design, while also maintaining his position as a full-time, tenured professor at Gulf Coast State College (GCSC), where he is the Coordinator of Architecture and Construction Programs. His primary responsibilities at FLA include design, managing and supervising design and construction document production, quality control, and creating renderings and 3D models. Antonio constantly monitors and is aware of the adherence to budget and schedule. Antonio's professional and teaching philosophy has always been to combine research on an interdisciplinary level with real-world problems from an urban scale and include Transit, Sustainability, Revitalization, and the Preservation of the Historical Built Environment to architectural and product design. His designs have the support of the local communities where he has engaged the community in seminars, charrettes, and exhibitions; so that the professional and academic activities could meet the private and public sectors. Another branch of his research is on the design process and the evolving digital media technologies. Antonio is a member of the AIA, NCARB, and USGBC. All experience projects listed are with Florida Architects, Inc.

Of Note: Antonio created the first Certificate Programs for Alternative Energies, Sustainable Design, and Green Building Construction Technologies in the State of Florida and established these programs at Gulf Coast State College.

HIGHLIGHTED PROJECT EXPERIENCE



City of Lynn Haven City Hall, Police Dept./EOC
Rebuild | Muni | Cost: \$14M | Size: 38,000 SF



Bay County Board of Co. Commissioners
Bay County Jail Drug Rehab Facility* |
Muni | Cost: \$4.8M | 12,000 SF



Bay Co. Board of Co. Commissioners Clerk of
the Court Office Remodel* | Muni |
Cost: \$993,000 | Size: 7,225 SF



Bay District Schools, Bay High School
Hurricane Michael Reconstruction* |
Edu | Cost: \$8.8M | Size: Varied

Additional Experience

Pasco-Hernando State College East Campus Fire Academy* Edu Cost: \$4M 21,461 GSF	City of Panama City Truesdell Park Community Center Renovations* Public Cost: \$500,000 3,985 SF
City of Mary Esther City Hall, Fire Station Remodel* Muni Cost: \$576,785 Size: SF's Varied	Bay District Schools Transportation Facility Hurricane Michael Rebuild* Edu Cost: \$4.9M Size: Varied
Tyndall Air Force Base B549, F-35 Flight Training Facility D/B DoD Cost: \$1.7M 10,000 SF	Panama City Community Devel. Council Destination Panama City Visitor's Center Public Cost: \$1.2M 7,235 GSF
Family of God Baptist Church Hurricane Rebuild Church Cost: 5M 20,000SF	Springfield Baptist Church Hurricane Rebuild Church Cost: \$3.1M 10,000 SF

*Denotes work under a Continuing Contract





Morgan Hurst, PE
SENIOR PROJECT MANAGER | STORMWATER/ROADWAY ENGINEER

Morgan Hurst is responsible for developing various civil design projects. He has extensive experience and is responsible for the design and permitting of various engineering projects for both public and private entities through local, state, and federal regulatory agencies. His primary responsibilities involve Client Management, Project Administration, Public Institutional development, residential development, stormwater management design, drainage basin and hydraulic analysis, utility design, and permitting.

Bay County Jail, Bay County, FL, Civil Engineer

Provided engineering planning and design of a safe room addition to the Bay County Jail. The new building will be the central location for the court rooms, staff office space, and holding cells. Tasks included site design, surface grading, utility connections, and construction administration services for the construction of a new 4,450 square foot safe room addition.

Lynn Haven City Hall, Lynn Haven, FL, Civil Engineer

Provided engineering planning and design of a City Hall campus spanning multiple noncontiguous properties. The new building will be the central location for the council chambers, staff office space, and police department for the City of Lynn Haven. The project consisted of a new building, plaza courtyard, onsite parking lot, off-site parking lot and stormwater. Tasks included site design, surface grading, wet detention pond, utility connections, and construction administration services for the construction of a new 16,000 square foot City Hall.

GCSC STEM Building, Panama City, FL, Project Engineer

The project will consist of a ±88,000 square foot STEM building, surface parking facilities, road and sidewalk connections, potable water and wastewater services, drainage conveyance and stormwater management. Our team provided professional services for surveying, planning, engineering, meetings, permitting, and construction phase services.

Bay District Schools, Haney New Classroom Building, Bay County, FL, Project Manager

Dewberry was part of the team selected to assist with re-building schools that were damaged during Hurricane Michael. For the Tom P. Haney Technical Center, Dewberry provided civil engineering services including surveying, engineering and permitting, and construction phase services. Tasks included preparing a topographic survey; developing the overall site plan including parking lot configuration and traffic circulation, ADA accessibility, and determining utility service connection locations; preparing construction engineering plans; performing stormwater modeling and treatment; and coordinating construction meetings, inspections, and certifications.

- **OFFICE ADDRESS**
 203 Aberdeen Parkway
 Panama City FL 32405
- **EDUCATION**
 BS • Environmental
 Engineering • University of
 Florida
- **REGISTRATIONS**
 PE • FL #60813
- **YEARS OF EXPERIENCE**
 Dewberry • 5
 Prior • 19





Jonathan Gibson, PSM
SURVEY DEPARTMENT MANAGER | SURVEYOR

Jonathan Gibson has extensive experience in all aspects of land surveying, including commercial and residential development projects as well as specific purpose and construction layout services. He has experience in providing certified ALTA/ACSM surveys which include review of title work and land use and zoning documents.

Lynn Haven City Hall, Lynn Haven, FL, Lead Surveyor

Provided survey services for the City Hall campus spanning multiple noncontiguous properties. The new building will be the central location for the council chambers, staff office space, and police department for the City of Lynn Haven. The project consisted boundary and topographic survey of 7.98± acres.

Breakfast Point East Hotel, Bay County, FL, Lead Surveyor

Provided survey services for the Breakfast Point East Hotel on approximately 7.27± acres located at 47 Chip Seal Pkwy, Panama City Beach. The project consisted boundary and topographic survey.

Panama City Beach CRA Contract, Panama City Beach, FL, Lead Surveyor

Leading survey related tasks for City of Panama City Beach CRA planned projects. The Front Beach Road CRA Segments 4.1 and 4.2 projects is a 3.2± mile roadway project located in Panama City Beach, Florida. This project consisted of route topographic and right of way surveying to aid in civil engineering design.

Bay District Schools, Haney New Classroom Building, Bay County, FL, Lead Surveyor

Leading survey related tasks for a new building and all supporting infrastructure on the Haney school campus. Tasks performed for this project include topographic survey for existing surface improvements and underground utilities.

Thomas Drive, Panama City Beach, FL, Lead Surveyor

The Thomas Drive Resurfacing project is a 3.1± mile roadway project located in Panama City Beach, Florida. This project consisted of route topographic and right of way surveying to aid in civil engineering design

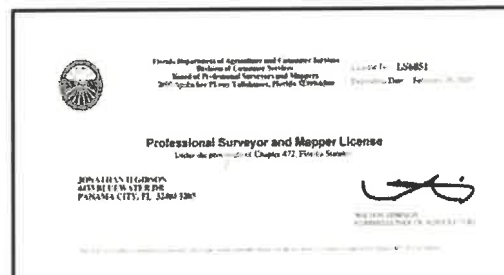
Harbour Green Apartments, Panama City Beach, FL, Lead Surveyor

Harbour Green Apartments is a 26 building multi-family apartment complex on approximately 19.5 acres located at 7120 Patronis Drive, Panama City Beach, Florida. Jonathan served as lead Professional Land Surveyor for an ATLA/ACSM survey.

College Station Development, Bay County, FL, Lead Surveyor

College Station is a multi-phase 401.5 acre residential development in Bay County, Florida. Dewberry is providing pre-design services for the College Station residential development area, including surveying and environmental services.

- **OFFICE ADDRESS**
 203 Aberdeen Parkway
 Panama City FL 32405
- **EDUCATION**
 BS • Geomatics • Troy
 University
- **REGISTRATIONS**
 FL • Professional Surveyor
 and Mapper #LS6851
- **YEARS OF EXPERIENCE**
 Dewberry • 3
 Prior • 13



**Donald J. McCarthy, P.E., LEED AP – President
Project Manager / Principal Structural Engineer
McCarthy Engineering, Inc.**



Education

University of South Alabama / Bachelor of Science – Civil Engineering / 2005
University of Central Florida / Master of Science – Structural & Geotechnical Engineering / 2007

Professional Registrations/Certifications

No.	State (s)	First Year	Current Year
71644	Florida	2010	2025
31791-E	Alabama	2011	2023
20178	Mississippi	2011	2023
10337191	LEED AP-GBCI	2009	2023

Affiliations

American Society of Civil Engineers (ASCE), Florida Engineering Society (FES), United States Green Building Council (USGBC), Society of American Military Engineers (SAME)

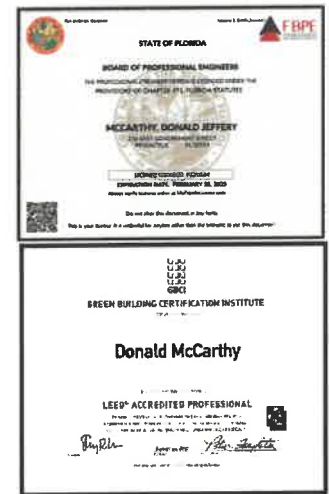
Total Years of Experience – 18

Mr. McCarthy graduated from the University of South Alabama with a degree in Civil Engineering. He continued his education and completed a master's degree in Structural and Geotechnical Engineering. His experience includes working as a structural engineering consultant. Mr. McCarthy founded McCarthy Engineering, Inc. in 2010 and has been a principal in the company since inception. Mr. McCarthy has extensive structural engineering experience with Design/Build and Design/Bid/Build projects. He provides both design and inspection services for a variety of facility types including warehouses, training facilities, educational institutes, dormitories, FEMA shelters, emergency operation centers, fire stations, special forces, and waste- water facility type construction projects. His design experience includes construction in high wind velocity zones and flood loading design. He has extensive experience in site inspections and field investigations in evaluating structural systems. McCarthy Engineering utilizes the latest BIM technology including REVIT and NAVISWORKS for coordination between multiple disciplines. Our office has provided BIM Management services for many DoD Facilities, including but not limited to, Special Operations Forces, Eglin Fire Station, Tyndall AFB Mobility Storage, and the new Long Range Stand-off Facility at Eglin AFB. As the BIM Manager, we provide the appropriate documentation and information for coordinating models and providing the checks and balances. This includes review and understanding of the Minimum Modeling Matrix M3, Project Execution Plan PxP, and conflict checks utilizing NAVISWORKS Manage. We provide weekly coordination checks with conflict printouts for the consultants to review and correct prior to the weekly meetings. Though BIM project management is not required for all projects, MEI utilizes these processes to resolve conflicts and coordination prior to construction on commercial projects. Mr. McCarthy also has extensive experience in geotechnical engineering. He is experienced in soil analysis, preparation, and suitable foundation systems.

Bay High School Fine Arts Center, Panama City, FL. – Design Completed: 2021 Construction Completion: 2023 (Est.) COST: \$12.9M, Role: Structural Engineer - The project consisted of designing new fine arts building with associated mezzanines, ramps, stairs, etc. The new structure consists of reinforced concrete walls bearing on a shallow foundation system. Due to shallow groundwater conditions, extensive analysis was provided for the foundation system to improve the construction schedule. The total square footage of all structures is 27,044 SF.

Tyndall AFB Repair Sewer Force Main and 1700 Area: Project Cost: \$21.3M, Completion: 2022, Role: Structural Engineer - The project is located at Tyndall AFB and includes multiple structural systems for the addition/ modification of the existing sewer treatment plant. To install many of the new systems, dewatering will be required and shall be considered during all below grade construction activities. This project included (2) new 250,000 gallon reinforced concrete tanks, a new reinforced concrete vault, a new cast in place concrete pump station where part of the design. Furthermore, a new drying bed was designed, and a new concrete flood retention wall was designed at building (1722 Electrical Building).

30Avenue (2014-2016), Walton County, Florida, Role: Structural Engineer & Inspector, Status: Project Completed
The project consisted of designing multi-story high end retail structures. The structure consists of composite bar joists bearing on CMU walls. Furthermore, McCarthy Engineering is providing structural inspections for the entire project. This ensures the client that the Contractor is providing what is shown in the Construction Documents. Furthermore, this provides a benefit to the Contractor, as we are able to aid in providing Quality Assurance to the overall scope of the project. The total square footage of all structures is 136,000 SF. Cost: 19,800,000 (Estimate).





MATTHEW T. SCARINGE, P.E.

PRINCIPAL

BACKGROUND

Matt joined H2Engineering, Inc. in 1997, became Vice President in 1999, and President in 2012. Contributing to the growth and success of H2Engineering, he oversees all facets of the company, including business development, engineering, project management, and client satisfaction. Matt recognizes the importance of developing tailored, innovative, and sustainable design solutions for each client and facility. He is detail oriented with extensive knowledge across a variety of market sectors, including higher education, K-12, government, office, judicial, correctional, public safety, and healthcare. In addition to being a registered professional engineer (mechanical and electrical), Matt is a certified commissioning authority.

RELATED EXPERIENCE

PCB Public Works Safe Room & Generator, Panama City Beach, FL – EST \$650 | 2022-Ongoing | Principal-In-Charge/Electrical EOR | Client: E. I. Lillian Mulligan | 850-233-5100 Ext. 2416 | lillian.mulligan@pcbfl.gov | 116 South Arnold Road, Panama City Beach, FL 32413

This project consists of modifications to the public works building by adding a FEMA P-361 standards safe room inside. This includes retrofitting 2,823 SF out of the 10,000 SF facility into a safe room that can withstand minimum 200-mph winds and will be able to house 40 public works employees during high wind events. Additionally, a generator will be installed with 125 kW capacity to support the facility during critical weather.

COT Electric Utilities Emergency Logistics Facility, Tallahassee, FL - \$2.3M | 2019-2021 | Principal-In-Charge | Client: Rob McGarrah | 850-891-5534 | rob.mcgarrath@talgov.com | 435 N Macomb St #116, Tallahassee, FL 32301

This project includes the design and construction of an emergency logistics facility for the City of Tallahassee's Electric and Gas Utility Department. The building consists of a large 7,676 SF main dining and meeting room area that can withstand winds up to 200-mph and provide safe haven for continued operation as well as a 2,766 SF exterior covered area to accommodate vehicles.

City of Lynn Haven New City Hall & Police Department, Lynn Haven, FL - \$13.5M | 2021-2023 | Principal-In-Charge/Project Manager/Electrical EOR | Client: Joe Footen | 850-630-0658 | jfooten@cityoflynnhaven.com | 825 Ohio Avenue, Lynn Haven, FL 32444

H2Engineering provided mechanical, electrical, plumbing, and fire protection engineering design services for the new 42,810 square foot City Hall and Police Facility located in Lynn Haven, FL. This facility was hardened in compliance with EHPA requirements and designed to withstand up to 175-mph sustained winds and 200-mph peak gusts.

ROLE

Electrical Engineer

EDUCATION

Mechanical Engineering, BS
University of Florida, 1995

YRS EXPERIENCE/FIRM

28/26

CERTIFICATIONS

Professional Engineer (Mechanical & Electrical), Florida No. 54639

Commissioning Authority
No. 108-264

CONTACT INFORMATION

H2Engineering, Inc.
114 East 5th Avenue
Tallahassee, FL 32303
P 850.224.7922
C 850.321.2568
MScaringe@H2Engineering.com

acg
ACG
Commissioning
Group

I hereby certify that
Matthew T. Scaringe, CxA
H2Engineering, Inc.
has met all prerequisites demonstrating independence and the technical, management, and communication skills required to implement the commissioning process on new and existing buildings, and passed the necessary examination to be awarded this certificate as recognition of their qualifications as a CxA.

Certified Commissioning Authority

Registration number: 108-264. This certificate, valid only for the year 2023, is renewable on an annual basis upon meeting all requirements noted on the CxA Candidate Handbook.



Joe Footen
Joe Footen, P.E.
City of Lynn Haven

Matthew T. Scaringe
Matthew T. Scaringe, P.E.
H2Engineering, Inc.





ROLE

Mechanical & Plumbing Engineer

EDUCATION

Mechanical Engineering, BS
Florida State University, 2007

YRS EXPERIENCE/FIRM

17/17

CERTIFICATIONS

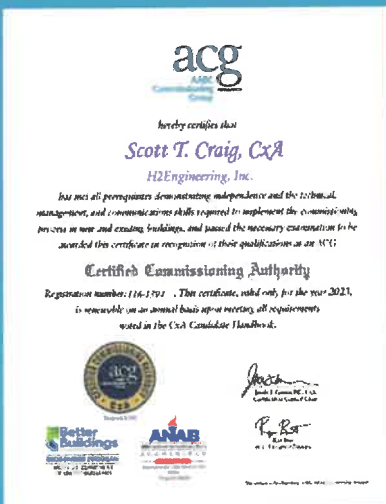
Professional Engineer
(Mechanical), Florida No. 73938

Commissioning Authority
No. 116-1394

LEED Accredited Professional
No. 10145169

CONTACT INFORMATION

H2Engineering, Inc.
114 East 5th Avenue
Tallahassee, FL 32303
P 850.224.7922
C 850.933.4379
SCraig@H2Engineering.com



SCOTT T. CRAIG, JR., P.E.

PRINCIPAL

BACKGROUND

Beginning his career as an intern with H2Engineering, Scott joined the firm full-time in 2007, and became a Principal of the firm in 2021. He has contributed extensively to the internal training and professional development of H2E employees, as well as overall company growth. As an engineer, Scott has developed strong project management skills and an affinity for complex renovation projects. He has applied these problem-solving skills on a variety of project types including higher education, K-12, correctional, judicial, law enforcement, and commercial office. He is a certified commissioning authority, a LEED accredited professional, and a registered professional mechanical engineer.

RELATED EXPERIENCE

PCB Frank Brown Saferoom, Panama City Beach, FL - EST \$10M | 2022-Ongoing | Project Manager/Mechanical EOR | Client: Al Shortt | 850-704-5516 | al.shortt@pcbfl.gov | 17007 Panama City Beach Parkway, Panama City Beach, FL 32413

This project consists of a new 15,600 SF 2-story community center in Panama City Beach located in Frank Brown Park. This community center will also serve as a stand-alone safe room as a short-term shelter for 2,100 people. The building will be designed to withstand a minimum of 200-mph winds. Inside the center will be a basketball court, conference rooms, concessions, resource room and a reception area.

COT Electric Utilities Emergency Logistics Facility, Tallahassee, FL - \$2.3M | 2019-2021 | Project Manager/Mechanical EOR | Client: Rob McGarrah | 850-891-5534 | rob.mcgarrah@talgov.com | 435 N Macomb St #116, Tallahassee, FL 32301

This project includes the design and construction of an emergency logistics facility for the City of Tallahassee's Electric and Gas Utility Department. The building consists of a large 7,676 SF main dining and meeting room area that can withstand winds up to 200-mph and provide safe haven for continued operation as well as a 2,766 SF exterior covered area to accommodate vehicles.

City of Lynn Haven New City Hall & Police Department, Lynn Haven, FL - \$13.5M | 2021-2023 | HVAC EOR | Client: Joe Footen | 850-630-0658 | jfooten@cityoflynnhaven.com | 825 Ohio Avenue, Lynn Haven, FL 32444

H2Engineering provided mechanical, electrical, plumbing, and fire protection engineering design services for the new 42,810 square foot City Hall and Police Facility located in Lynn Haven, FL. This facility was hardened in compliance with EHPA requirements and designed to withstand up to 175-mph sustained winds and 200-mph peak gusts.





SCOTT DRURY, P.E.

PRINCIPAL

BACKGROUND

Scott joined H2Engineering in 2007 and became a Principal in 2021. Scott's initiative, attention to detail, and affinity for solving technical problems made him a natural fit to quickly become the firm's leader of the commissioning department. In addition to being a registered professional engineer (mechanical and fire protection), Scott is also a commissioning authority, certified firestop inspector, and LEED accredited professional. His personal experience spans both design and commissioning projects for institutional, commercial, educational, and healthcare projects. These projects include both large and small-scale facilities, new construction, additions, renovations, and historic preservation. His experience with the design and testing of complex mechanical systems (including smoke control systems) make him a valued asset for any project.

RELATED EXPERIENCE

PCB Frank Brown Saferoom, Panama City Beach, FL - EST \$10M | 2022-Ongoing | Quality Control | Client: Al Shortt | 850-704-5516 | al.shortt@pcbfl.gov | 17007 Panama City Beach Parkway, Panama City Beach, FL 32413

This project consists of a new 15,600 SF 2-story community center in Panama City Beach located in Frank Brown Park. This community center will also serve as a stand-alone safe room as a short-term shelter for 2,100 people. The building will be designed to withstand a minimum of 200-mph winds. Inside the center will be a basketball court, conference rooms, concessions, resource room and a reception area.

City of Lynn Haven New City Hall & Police Department, Lynn Haven, FL - \$13.5M | 2021-2023 | Plumbing/Fire EOR | Client: Joe Footen | 850-630-0658 | jfooten@cityoflynnhaven.com | 825 Ohio Avenue, Lynn Haven, FL 32444

H2Engineering provided mechanical, electrical, plumbing, and fire protection engineering design services for the new 42,810 square foot City Hall and Police Facility located in Lynn Haven, FL. This facility was hardened in compliance with EHPA requirements and designed to withstand up to 175-mph sustained winds and 200-mph peak gusts.

WCSD Freeport Middle School, Freeport, FL - \$77.5M | 2022-2024 | Plumbing/Fire EOR | Client: Jill Smith | 850-892-1100 x1810 | jill.smith@walton.k12.fl.us | 555 Walton Rd, DeFuniak Springs, FL 32435

The project consists of the mechanical, electrical, plumbing, and fire design for a new 2-story middle school located in Freeport, FL. This school has a master plan that will house 1,200 student stations for future expansion opportunities but will be built to suite 802 student stations presently. The core facilities will consist of a gymnasium, cafeteria, media room with 1,000 student capacities. Playfields include football, soccer, basketball, softball, golf, track, and fields. The bus loop will be able to accommodate 12 buses and front parking will hold 209 cars. The campus will be built to withstand hurricane winds up to 168-mph per the FL Building Code.

ROLE

Mechanical & Fire Protection Engineer

EDUCATION

Mechanical Engineering, BS
Auburn University, 2002

YRS EXPERIENCE/FIRM

21/16

CERTIFICATIONS

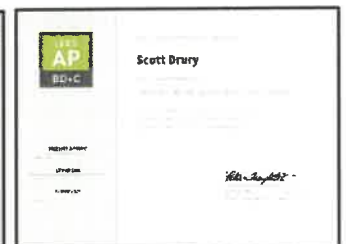
Professional Engineer (Mechanical & Fire Protection), Florida No. 69845

Commissioning Authority
No. 110-607

LEED Accredited Professional
No. 1021315

CONTACT INFORMATION

H2Engineering, Inc.
114 East 5th Avenue
Tallahassee, FL 32303
P 850.224.7922
C 850.212.2300
SDrury@H2Engineering.com



PROPOSALS OF PROJECT TEAM

PROPOSED STAFF AND LOCATION:

NAME	ROLE / LOCATION	SUB-CONSULTANT NAME	DISCIPLINE/LOCATION
Joseph J. Sorci, AIA, LEED® BC+C, GGP *	Prime Architect Panama City, FL	Dewberry Engineers, Inc. Morgan Hurst/Jonathan Gibson*	Civil Engineering Panama City, FL
Markus Gemsch, AIA, LEED® AP, GGP *	Project Manager Panama City, FL	McCarthy Engineering, Inc. Jeff McCarthy, P.E. *	Structural Engineering Pensacola, FL
Antonio Adessi, AIA, LEED® AP *	Architect Panama City, FL	H2Engineering, Inc. Matt Scaringe, Scott Craig, Scott Drury *	MEP/FP/Data Tallahassee, FL

*Denotes Key Personnel assigned to this project.

CURRENT WORK LIST:

PROJECT	STATUS	% COMPLETE	REMAINING COMMITMENT
Bay Co. Jail Drug Abuse Rehab Unit	GC Bidding	100% CD's	Construction Administration
Bay Co. Jail Safe Room	Awaiting Grant	100% CD's	Construction Administration
BDS Bay High Building 1 Renovation	In Construction	1%	Construction Administration
City of Mary Esther City Hall Remodel	GC Bidding	100% CD's	Construction Administration
City of Panama City Truesdell Park Renovations	Awaiting Addl. Funding	100% CD's	Construction Administration
Family of God Baptist Church	Sub-Bidding	100% CD's	Construction Administration
Gulf Coast State College STEM Building	In Construction	28%	Construction Administration
Harvest Worship Center	In Permitting	100% CD's	Groundbreaking End of November / Construction Administration
MCO Fuel Facility 2	In Construction	28%	Construction Administration
Pasco-Hernando East Campus Fire Academy	--	100% CD's	Construction Administration
RDO Hathaway Luxury Apartments	--	100% CD's	Construction Administration
Walton Co. School District Magnet Innovation Center		97% CD's	100% CD's by End of November / Construction Administration

KEY PERSONNEL TYPICAL NUMBER OF PROJECTS AT ANY GIVEN TIME: APPROXIMATELY 4 EACH.

PROJECTED WORKLOAD:

PROJECT	STATUS	% COMPLETE
Fellowship Church of Praise	Schematic Design	--
City of Mary Esther Library Remodel	Schematic Design	--
Lake-Sumter State College Library	On-Hold/Funding	100% CD's
Lynn Haven Ohio/FLA Ave Corridor	In Programming	--
Magnolia Beach Road Residential Development	In Programming	--
RDO Seawind Apartments	On-Hold	100% CD's

PRIME/CONSULTANT WORK HISTORY

PROJECTS	Florida Architects, Inc.	Dewberry Engineers	McCarthy Engineers, Inc.	H2Engineering, Inc.
Bay Co. Jail EOC Safe Room	✓	✓	✓	
Bay Co. Jail Substance Abuse Unit	✓	✓	✓	
BDS Bay High Building One Renovations	✓		✓	✓
City of Lynn Haven Florida Ave Ohio Avenue Corridor	✓	✓		✓
City of Mary Esther	✓			
Family of God Baptist Church	✓	✓		
GCSC STEM Building	✓	✓	✓	✓
Harvest Worship Center	✓	✓		
PHSC East Campus Fire Academy	✓		✓	
Springfield Baptist Church	✓	✓		
WCSD Magnet Innovation Center Building A	✓	✓	✓	✓

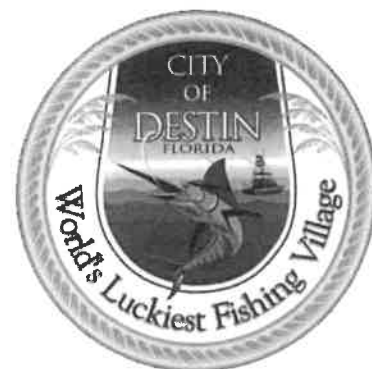
SUB-CONSULTANTS PERFORMING 5%+ OF WORK:

NAME	% OF WORK
Florida Architects, Inc. (Prime)	50%
Dewberry, Inc. (Civil/Survey)	Add Service
McCarthy Engineering, Inc. (Structural)	20%
H2Engineering, Inc. (M/E/P/FP/Data)	30%





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REQUEST FOR QUALIFICATIONS FOR
**CITY OF DESTIN FOR
ARCHITECTURAL AND PROFESSIONAL
CONSULTING SERVICES
RFQ NO. 23-09-CD**

**Project Approach,
Skill Set, Innovative Ideas**



INTRODUCTION

In today's rapidly evolving architectural landscape, staying ahead of the competition requires more than just delivering aesthetically pleasing structures. Florida Architects, Inc. (FLA) is a forward-thinking architectural firm, and as such, must continuously explore innovative ideas and performance-driven concepts, while simultaneously optimizing costs through value engineering. These are strategies and approaches utilized by our firm to foster architectural innovation and realize cost savings through value engineering and value enhancement.

ADAPTABILITY AND RESILIENCE

Florida's vulnerability to extreme weather events necessitates innovative solutions for building resilience. Florida Architects explores materials and designs that can withstand hurricanes, flooding, and other natural disasters. FLA's designs implement adaptable spaces that can be reconfigured for various uses and can also extend the lifespan and value of a building.

INTERACTION WITH CONSULTANTS DURING C/A



As the Owner's representative, FLA's standard policy is to function as the conduit for all interaction between the consultants, the Owner, and the GC/CM. When interpretation of construction-related engineering issues is required, FLA will coordinate with consultants in a timely manner to resolve concerns and/or conflicts. FLA strives to turn shop drawings around as soon as possible in order to keep construction flowing. Historically, the timetable has been on average, ten to fourteen days from receipt to return.

Shop drawing logs are kept with recording receipt date, description, and date returned, and are maintained and monitored by the Project Architect to ensure the continual flow of documentation. In addition, our Basecamp Project Management website (see Project Management below) serves as a backup to the logs in tracking this information.

There are occasions and projects that do not require the services of an outside consultant. For those projects, services such as Structural Engineering, Mechanical, and Plumbing Engineering, may be provided as an in-house service by Florida Architects.

TECHNOLOGICAL INTEGRATION

Florida Architects utilizes cutting-edge technology such as Building Information Modeling (BIM), Artificial Intelligence (AI), Augmented Reality (AR), and Virtual Reality (VR) to visualize and fine-tune our architectural designs. These tools enable FLA to experiment with innovative ideas in a digital environment before construction while reducing errors and enhancing creativity.

INNOVATIVE IDEAS/CONCEPTS | COST SAVINGS | VALUE ENGINEERING

COLLABORATIVE PLANNING:

Effective value engineering begins at the project's inception. FLA's process includes architects, engineers, and construction professionals collaborating closely to identify opportunities for cost savings without compromising quality. This collaborative approach ensures that every decision contributes to the project's overall value.

EARLY PROJECT EVALUATION:

FLA engages in comprehensive project evaluation at the outset to identify potential cost-saving opportunities. FLA conducts feasibility studies to assess project goals, constraints, and possible alternatives. Early intervention can prevent costly design changes later in the process.

MATERIAL SELECTION:

FLA explores alternative construction materials that offer cost savings without compromising quality. FLA evaluates materials for their durability, energy efficiency, and life-cycle costs. FLA favors utilizing locally sourced or recycled materials to achieve further savings.

VALUE ENGINEERING WORKSHOPS AND VALUE ENHANCEMENT:

FLA organizes value engineering workshops involving architects, engineers, and contractors to scrutinize project components and identify cost-effective alternatives. FLA strives to encourage innovative ideas to enhance functionality while reducing expenses.

CHANGE ORDER NEGOTIATION | PROCESSING

Obviously, the goal of every project is to have **NO** additive change orders for either additional funds or additional days. However, there are occasions when a change order becomes necessary due to additional work requested by the Owner or required by a governing agency, or additional days required due to unforeseen weather delays.

For each of our projects, we follow the Owner's directive for the change order process, as some wish to take each separate change to the Board, some consolidate changes over a period of time, and others wait until the end of the project, issuing CCD's or other types of documents to keep the Board informed. In our experience, the CM delivery method has proven to be the most flexible for processing change orders.

OUR ABILITY TO EVALUATE AND SOLVE PROBLEMS WHILE ON-SITE

An experienced Principal Architect is assigned to your project at award and is continually aware that the realities of construction schedules require quick, accurate, and reliable decision-making in the field. To accomplish this, the Principal Architect assigned to the project attends all construction administration meetings, assesses any field issues, and resolves them quickly and efficiently.



PROJECT CLOSE-OUT AND CONTINUOUS IMPROVEMENT

Obtaining successful, on-time Substantial Completion and Certificate of Occupancy for a construction project requires proper project management, quick responses from the Architect, and collaboration with the Owner and CM to resolve issues, ensure the project objectives are met, and that the project is progressing on-schedule, so occupancy isn't delayed. During the last weeks of the project, special attention to the life-safety items and other components critical to the function of the facility must be addressed and readied for sign-off. The Owner can take over the building at Substantial Completion with a minimal punch list to finalize the project for a Certificate of Occupancy.

Florida Architects is committed to continuous improvement, regularly reviewing past projects to identify cost-saving measures and areas where innovation can be improved. Our clients can rest assured that Florida Architects will never sacrifice the quality of a project in order to obtain a short punch list.

ENERGY EFFICIENCY AND EMBRACING SUSTAINABLE PRACTICES

FLA integrates energy-efficient technologies and strategies into architectural designs. Incorporating passive heating and cooling, optimizing insulation, and using energy-efficient HVAC systems leads to significant long-term cost reductions for building owners.

FLA explores sustainable design practices that not only align with environmental consciousness but also open doors to unique architectural possibilities. Incorporating elements like green roofs, passive solar design, and renewable energy sources can result in innovative and eco-friendly buildings that perform well.

COMMISSIONING | TRENDING

The decision to Commission a project lies with the Owner and must be made early on to ensure the proper steps are followed precisely and orderly. With the ever-increasing LEED requirements requested by Owners, as well as today's technologically advanced and sophisticated equipment and increased availability of fixtures and controls, commissioning and trending responsibilities of projects are more prominent and essential today than ever before.



The key to any successful Commissioning project is Team Management. Clear direction, subject knowledge, organization, design intent, accurate drawings, open communication, and schedule awareness are all components that the "Commissioning Authority" will utilize to establish and direct the design basis and related tasks, from initial design through completion. While the actual commissioning and/or trending specifications should be provided by an independent engineer, and tasks are more specifically related to the engineer's responsibility for the project, FLA is fully aware of the process and its importance and will work to ensure that approved commissioning procedures are in place early in the design process.



OTHER RELEVANT INFORMATION

One of our core philosophies is “design without ego.” We approach each project with the willingness to listen, learn, and apply our client’s needs in an architectural solution that is fiscally responsible and appropriate. We do not own the project, **but we do own our reputation**, and our reputation depends on our responsibility to serve as our client’s advocate and always do what is best for them. Validation of our qualifications is inherent in our consistent, repeat client track record.

CONCLUSION

FLA has a unique opportunity to lead the way in innovative design and cost savings through a combination of creative thinking and value engineering to achieve unique value enhancement. Embracing sustainable practices, biophilic design, adaptability, and resilience, architects can create buildings that not only stand out aesthetically but also offer long-term value to their clients and the environment. Collaboration, life-cycle cost analysis, and technology integration further enhance the potential for innovative and cost-effective architectural solutions. Incorporating architectural innovation and cost savings through value engineering is not a one-time endeavor but an ongoing commitment for FLA.

By adopting these strategies, Florida Architects can navigate the challenges of their environment and contribute to a more sustainable and resilient future.

Embracing collaborative design thinking, sustainable practices, and technology while being mindful of early project evaluation, material selection, energy efficiency, and value engineering workshops can result in remarkable architectural creations that captivate clients, save costs, and set new industry standards. By championing these principles, FLA can remain at the forefront of architectural excellence and profitability.

PLEASE NOTE:

- 1. Florida Architects' policies and methods for project monitoring, budget control, and adherence to the project schedule are provided within Tab 2 as an attachment to Item #16 of the Respondent's Qualification Statement.*
- 2. Florida Architects' Quality Assurance/Quality Control Management methods are provided within Tab 2 as an attachment to Item #17 of the Respondent's Qualification Statement.*
- 3. A full list of Services Provided by Florida Architects is provided within Tab 2, Firm's Proposals.*



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REQUEST FOR QUALIFICATIONS FOR
**CITY OF DESTIN FOR
ARCHITECTURAL AND PROFESSIONAL
CONSULTING SERVICES
RFQ NO. 23-09-CD**

**References -
Past Performance**



Governmental Agency References:

- 1) **City of Lynn Haven**
Contact: Ms. Vickie Gainer, City Manager
825 Ohio Avenue
Lynn Haven, FL 32444
850.265.2121 extension 2112
- 2) **The City of Mary Esther**
Contact: Mr. Jarod Cobb, City Manager
195 Christobal Road, N
Mary Esther, FL 32569
850.243.3566

The above contact persons have provided email confirmation to Florida Architects agreeing to provide a reference for RFQ No. 23-09-CD.

The City of Lynn Haven



Design Team:
Florida Architects, Inc. – Prime Architect
Joseph Sorci - Design Team Leader/Lead Architect
Markus Gensch - Sr. Project Architect/Project Manager
Antonio Adessi - Planner, Designer, Architect
Dewberry Engineers, Inc. - Civil
McCarthy Engineering, Inc. – Structural
H2Engineering, Inc. – MEP/FP/Data

In 2018, the City of Lynn Haven sustained major damage to its municipal facilities due to the impact of Hurricane Michael. FLA worked alongside the city to develop the best plan possible to bring all of the City's properties together into a beautiful downtown City Complex. FLA focused on preserving the historic feel of the City of Lynn Haven while designing for its future, enhancing and beautifying the needs and aesthetics of the overall environment.

The Master Plan and design of the 2-story Administrative Complex includes a 17,590 SF City Hall Chamber, a 17,700 SF Police Department/EOC, and partial demo and remodel of 2,076 SF of the Historic City Hall, along with areas of Sharon Sheffield Park. The new facilities are designed above code, with EHPA (Enhanced Hurricane Protection Area) within 8" ICF walls. ICF walls also have been tested to meet the building code requirements for flame spread and smoke development, and additionally, they can be used as fire-resistant rated wall assemblies. By using insulating concrete forms, the building will become a safe haven from tornadoes and hurricanes. The steel-reinforced concrete, which can cure stronger than normal concrete because of the foam insulation, will be able to withstand winds of over 200 MPH, and projectile debris traveling over 100 MPH.

The Grand Opening of this new complex was held on October 10, 2023, the 5-year anniversary of Hurricane Michael's landfall in Bay County.

The City of Mary Esther



City Hall Lobby/Reception



Fire Station Restroom

Design Team:
Florida Architects, Inc. – Prime Architect
Joseph Sorci - Design Team Leader/Lead Architect
Markus Gensch - Sr. Project Architect/Project Manager
Antonio Adessi - Planner, Designer, Architect

The scope of the Mary Esther projects includes remodeling the City Hall Breakroom and Lobby, renovations to the Fire Station Restrooms, and renovations to the Library. The 2,844 SF City Hall scope is to remodel the kitchen/breakroom and lobby areas and will involve selective demolition/removal of selected doors and walls, a new exterior storefront, new metal stud walls, CMU with metal furring, new workstations, a new reception counter, and a full glass lobby door. Cost: \$22,500. (Of note, in lieu of remodeling the current City Hall facility, the City Council is currently considering the feasibility of either relocating to another building or the construction of a completely new facility). The 5,218 SF Fire Station scope involves selective demolition and a complete remodel of both restrooms to include furring at all interior CMU walls, installation of gypsum board over the metal channel studs, new plumbing and electrical fixtures throughout, new brickwork to match the existing brick, and shower wall tile. Cost: \$82,875. At a later date, the 5,117 SF Library remodel will include the removal of the existing reception partition walls, built-in countertops, and the removal of plastic clear dividers. The existing flooring, ceiling, and lighting will remain. The remodel will result in a 123 SF reception desk, and a 3,459 SF open floor area within the library, allowing for a new computer area. Cost: \$447,410.





REQUEST FOR QUALIFICATIONS FOR
**CITY OF DESTIN FOR
ARCHITECTURAL AND PROFESSIONAL
CONSULTING SERVICES
RFQ NO. 23-09-CD**

**General Information
Procurement Forms & Docs.**



RESPONDENT

ACKNOWLEDGEMENT

Submit RFQ's To: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

RFQ Title: ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES

RFQ Number: 23-09-CD

RFQ Received By: November 30, 2023, NO LATER THAN 2:00 P.M. (CT)

RFQ's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom, unless specified otherwise, on: **November 30, 2023, no later than 2:00 P.M. (CT)** and may not be withdrawn within ninety (90) days after such date and time.

Name of Vendor: Florida Architects, Inc.

Federal I.D. Number: 59-3331804

A Corporation of the State of: Florida

Area Code: 850 Telephone Number: 257-5400

Area Code: N/A Fax Number: N/A

Mailing Address: 103 West 5th Street

City/State/Zip: Panama City, FL 32401

Vendor Mailing Date: 11/28/2023

Authorized Signature

Joseph J. Sorci, AIA, President
Name Typed

A D D E N D A

**CITY OF DESTIN
FLORIDA**

RFQ TITLE: **RFQ No. 23-09-CD, ARCHITECTUAL AND PROFESSIONAL
CONSULTING SERVICES**

RESPONDENT: Florida Architects, Inc.

DATE SUBMITTED: November 30, 2023

We propose and agree, if this submittal is accepted, to contract with the City of Destin, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by:

CITY OF DESTIN

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM No.</u>	<u>DATE</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

☒ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

CITY OF DESTIN, FLORIDA

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-09-CD
"ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN"**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract RFQ NO. 23-09-CD
to the City of Destin

2. This sworn statement is submitted by
Florida Architects, Inc.

whose business address is 103 West 5th Street, Panama City, FL 32401
and (if applicable) Federal Employer Identification Number (FEIN) is
59-3331804 (if the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement:

3. My name is Joseph J. Sorci, AIA and my relationship to the entity named
above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income

among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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


(Signature) Joseph J. Sorci, President November 27, 2023
Date:

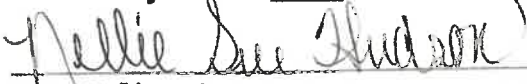
STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of physical presence
☒ or online notarization ☐, this 27th day of November, 2023.

By:

Joseph J. Sorci, AIA, President
(Print name)

Personally known ☒ OR Produced Identification ☐


Notary Signature, Nellie Sue Hudson, Notary Public, State of Florida

Seal:



CITY OF DESTIN, FLORIDA

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-09-CD
"ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN"**

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: FLORIDA ARCHITECTS, INC.

ADDRESS: 103 WEST 5th STREET

CITY: PANAMA CITY

STATE: FL

ZIP CODE: 32401

TELEPHONE NUMBER: 850.257.5400

SIGNATURE: 

DATE: November 27, 2023

NAME (TYPED OR PRINTED): Joseph J. Sorci, AIA

TITLE: President

**CITY OF DESTIN, FLORIDA
REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-09-CD
"ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN"**

CONFLICT OF INTEREST DISCLOSURE FORM

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity or his/her spouse, or child own more than 5% of the bidder/proposer's interest?

YES _____

NO ✓ _____

Does any City employee acting as a purchasing agent, or City public officer acting in official or private capacity hold any employment or contract with the bidder/proposer?

YES _____

NO ✓ _____

If either question number 1 or 2 above has been answered YES, does the bidder/proposer assert any exemptions related to prohibited employment & business relationships?

YES _____

NO _____

If YES, please describe:

FIRM NAME: FLORIDA ARCHITECTS, INC.

BY (PRINTED): JOSEPH J. SORCI, AIA

BY (SIGNATURE): 

TITLE: PRESIDENT

ADDRESS 103 WEST 5th STREET

PANAMA CITY, FL 32401

PHONE NO. 850.257.5400

E-MAIL jsorci@floridaarchitects.com

CITY OF DESTIN, FLORIDA

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 23-09-CD
"ARCHITECTURAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN"**

LIABILITY & INDEMNIFICATION FORM

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

FLORIDA ARCHITECTS, INC.
CONSULTANT's Company Name
103 West 5th Street
Panama City, FL 32401
Physical Address
103 West 5th Street
Panama City, FL 32401
Mailing Address

850.257.5400
Phone Number

850.333.2615
Cellular Number

jsorci@floridaarchitects.com
Email address


Authorized Signature – Manual

Joseph J. Sorci, AIA
Authorized Signature – Typed

President
Title

Not Applicable
FAX Number

850.333.2615
After-Hours Number(s)

November 27, 2023
DATE

CITY OF DESTIN, FLORIDA

**REQUEST FOR QUALIFICATION (RFQ) NO. 23-09-CD
"ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES
FOR THE CITY OF DESTIN"**

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a proposal in response to the REQUEST FOR QUALIFICATIONS for RFQ No. 23-09-CD. - ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES FOR THE CITY OF DESTIN, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other firm.
4. No attempt has been made or will be made by (Name of Firm) to induce any other firm to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between (Name of Firm) and the City that interferes with fair competition or is a conflict of interest.

Sincerely,



Name, Joseph J. Sorci, AIA

President

Title

ARCHITECTUAL AND PROFESSIONAL CONSULTING SERVICES SCHEDULE OF SUB-CONSULTANTS

The Undersigned Consultant proposes the following major sub-consultant(s) for the major areas of work for the Project. The Bidder is further notified that all sub-consultants shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-consultant(s), if required.

Name of Sub- Consultant	Address of Sub- Consultant	License No.:	Task	
Dewberry, Inc., Morgan Hurst, P.E.	203 Aberdeen Parkway Panama City, FL 32405	PE60813	Civil Engineering	
Dewberry, Inc., Jonathan Gibson	203 Aberdeen Parkway Panama City, FL 32405	LS6851	Surveying	
McCarthy Engineering, Inc, Jeff McCarthy, P.E.	216 E. Government St. Pensacola, FL 32502	PE71644	Structural Engineering	
H2Engineering, Inc., * Matthew Scaringe, P.E.	114 East 5th Avenue Tallahassee, FL 32303	PE54639	M/E/P/FP/Data	
* Scott Craig, P.E.,		PE73938		
* Scott Drury, P.E.		PE69845		

Signature _____

Date: November 27, 2023

Title/Company Joseph J. Sorci, AIA, President, Florida Architects, Inc.

The City reserves the right to reject any sub-consultant(s) who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award. The City reserves the right to inspect all facilities of any sub-consultant(s) in order to make a determination as to the foregoing.

GENERAL INFO., PROCUREMENT FORMS & DOCS

State of Florida Department of State

I certify from the records of this office that FLORIDA ARCHITECTS, INC. is a corporation organized under the laws of the State of Florida, filed on August 31, 1995.

The document number of this corporation is P9500068132.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 10, 2023, 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 Tenth day of January, 2023*



[Signature]
Secretary of State

Tracking Number: 9308168197K1

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

<https://www.sunbiz.org/Filers/CertificatesOfStatus/CertificateAuthentication>

2023 FOREIGN PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# F0000007242

Entity Name: DEWBERRY ENGINEERS INC

Current Principal Place of Business:
8401 ARLINGTON BOULEVARD
FAIRFAX, VA 22031

Current Mailing Address:
8401 ARLINGTON BOULEVARD
FAIRFAX, VA 22031

FEI Number: 13-0748610

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1901 HAYS STREET
TALLAHASSEE, FL 32301 US

FILED
Feb 15, 2023
Secretary of State
1671429791CC

Certificate of Status Desired: No

The filer hereby certifies that the information submitted in this statement for the purpose of changing its registered office or registered agent, or both, is the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	Name	Title	Name
THOMAS CRAIG N	STONE, DONALD E JR		
Address: 8401 ARLINGTON BOULEVARD	Address: 8401 ARLINGTON BOULEVARD		
City/State/Zip: FAIRFAX, VA 22031	City/State/Zip: FAIRFAX, VA 22031		
Assistant Vice President	PRESIDENT DIRECTOR CEO		
HASSON, LARRY	CONNEL, DAPHNE R		
Address: 551 PINEY FOREST ROAD	Address: 8401 ARLINGTON BOULEVARD		
City/State/Zip: DANVILLE, VA 24040	City/State/Zip: FAIRFAX, VA 22031		
VP	VP		
KUJOSEN, KEVIN	HAMBACH, DONALD L		
Address: 800 N MAGNOLIA AVE	Address: 800 N MAGNOLIA AVENUE		
City/State/Zip: ORLANDO, FL 32803	City/State/Zip: ORLANDO, FL 32803		
ASST SECRETARY	VP		
WILSON, LAURA	WILSON, CLYFORD		
Address: 530 S MAGNOLIA AVENUE	Address: 680 NORTH MAGNOLIA AVE		
City/State/Zip: ORLANDO, FL 32801	City/State/Zip: ORLANDO, FL 32803 3251		

Continues on page 2

I hereby certify that the information submitted in this report or supplemental report is true and accurate and that my electronic signature meets the same legal effect as a handwritten signature. I am an officer or director of the corporation or the registered agent or registered agent in charge of the corporation or the registered agent in charge of the corporation.

SIGNATURE: THOMAS CRAIG N

SECRETARY

02/15/2023

Electronic Signature of Secretary/Officer/Director/Agent

Date

State of Florida Department of State

I certify from the records of this office that H2ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on March 17, 1977.

The document number of this corporation is 527996

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 5, 2023, 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 Fifth day of January, 2023*



[Signature]
Secretary of State

Tracking Number: 9197991256K1

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

<https://www.sunbiz.org/Filers/CertificatesOfStatus/CertificateAuthentication>

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P10000068196

Entity Name: MCCARTHY ENGINEERING, INC

Current Principal Place of Business:
216 EAST GOVERNMENT ST
PENSACOLA, FL 32502

Current Mailing Address:
216 EAST GOVERNMENT STREET
PENSACOLA, FL 32502 US

FEI Number: 03-0614786

Name and Address of Current Registered Agent:

MCCARTHY, DONALD J JR
5025 AVOCET LANE
PENSACOLA, FL 32514 US

FILED
Jan 10, 2023
Secretary of State
5782491687CC

Certificate of Status Desired: No

The filer hereby certifies that the information submitted in this statement for the purpose of changing its registered office or registered agent, or both, is the State of Florida.

SIGNATURE

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	Name
P	MCCARTHY, DONALD J JR
Address: 5025 AVOCET LANE	
City/State/Zip: PENSACOLA, FL 32514	

SIGNATURE: DONALD J MCCARTHY

PRESIDENT

01/10/2023

Electronic Signature of Signing Officer/Director/Agent

Date



GENERAL INFO., PROCUREMENT FORMS & DOCS

ACORD **CERTIFICATE OF LIABILITY INSURANCE** (DATE 08/31/2023)

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONS 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: HATHAWAY INS AGENCY INC/PHS
78210775
The Hartford Business Service Center
3600 Wisconsin Blvd
San Antonio, TX 78251

INSURANCE APPROVING COVERAGE: Hartford Underwriters Insurance Company 33104

INSURED: Florida Architects, Inc.
103 W 5TH ST
PANAMA CITY FL 32401-2603

COVERAGES: **CERTIFICATE NUMBER:** 76 SBU ANZU72 **REVISION NUMBER:** 08/10/2023

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.

TYPE OF INSURANCE	DATE	INSURANCE	POLICY NUMBER	POLICY DATE	REVISION DATE	LIMITS
COMMERCIAL GENERAL LIABILITY	08/10/2023	76 SBU ANZU72	08/10/2023	08/10/2024		\$1,000,000
General Liability						\$1,000,000
Auto Liability						\$1,000,000
Employment Practices Liability						\$25,000

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.

CERTIFICATE HOLDER: Florida Architects, Inc.
103 W 5TH ST
PANAMA CITY FL 32401

ACORD 25 (01/01/03) The ACORD name and logo are registered marks of ACORD

ACORD **CERTIFICATE OF LIABILITY INSURANCE** (DATE 08/31/2023)

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Auto Liability						\$1,000,000
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103 W 5TH ST
PANAMA CITY FL 32401

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INSURED: Florida Architects, Inc.
103 W 5TH ST
PANAMA CITY FL 32401-2603

COVERAGES: **CERTIFICATE NUMBER:** 76 SBU ANZU72 **REVISION NUMBER:** 08/10/2023

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General Liability						\$1,000,000
Auto Liability						\$1,000,000
Employment Practices Liability						\$25,000

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CERTIFICATE HOLDER: Florida Architects, Inc.
103 W 5TH ST
PANAMA CITY FL 32401

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78210775
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INSURANCE APPROVING COVERAGE: Hartford Underwriters Insurance Company 33104

INSURED: Florida Architects, Inc.
103 W 5TH ST
PANAMA CITY FL 32401-2603

COVERAGES: **CERTIFICATE NUMBER:** 76 SBU ANZU72 **REVISION NUMBER:** 08/10/2023

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TYPE OF INSURANCE	DATE	INSURANCE	POLICY NUMBER	POLICY DATE	REVISION DATE	LIMITS
COMMERCIAL GENERAL LIABILITY	08/10/2023	76 SBU ANZU72	08/10/2023	08/10/2024		\$1,000,000
General Liability						\$1,000,000
Auto Liability						\$1,000,000
Employment Practices Liability						\$25,000

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.

CERTIFICATE HOLDER: Florida Architects, Inc.
103 W 5TH ST
PANAMA CITY FL 32401

ACORD 25 (01/01/03) The ACORD name and logo are registered marks of ACORD



GENERAL INFO., PROCUREMENT FORMS & DOCS

ACORD **CERTIFICATE OF LIABILITY INSURANCE** (REV. 08/01/2011)

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 INSURING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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: Brown & Brown of Florida, Inc.
3520 Thunderside Rd., Ste. 800
Tallahassee, FL 32309

INSURED: H2Engineering, Inc.
114 East 9th Avenue
Tallahassee, FL 32303

AGENT: Lydia Turner
850-625-3747
Lydia.Turner@brown.com

INSURANCE APPROVED COVERAGE:

COVERAGE	INSURER	INSURANCE APPROVED COVERAGE	AMOUNT
Commercial General Liability	The Phoenix Insurance Company	250,000	
Professional Liability	Travelers Property Casualty Company of America	250,000	
Errors and Omissions	Technology Insurance Company, Inc.	425,000	
Directors and Officers	Insurance American Specialty Insurance Company	417,000	

CERTIFICATE NUMBER: 23-04 **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 BE REQUIRED, 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.

TYPE OF INSURANCE	POLICY NUMBER	INSURANCE APPROVED COVERAGE	AMOUNT
Commercial General Liability	880-49738154-23-47	250,000	
Professional Liability	BA-1981644-23-47-G	250,000	
Errors and Omissions	CUP-2048686-23-47	425,000	
Directors and Officers	TWC432062	417,000	
Professional Liability	DPJ3001342802	425,000	

CERTIFICATE HOLDER: Florida Architects Inc.
101 West 26th Street
Panama City, FL 32401

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: [Signature]

ACORD 28 (01/01/11) The ACORD name and logo are registered marks of ACORD.

E-VERIFY COMPLIANCE AFFIDAVIT
STATE OF FLORIDA, OFFICE OF THE GOVERNOR EXECUTIVE ORDER 11-02
UTILIZATION OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS)
E-VERIFY PROGRAM
SECTION 448.095, FLORIDA STATUTES

FLA
FLORIDA ARCHITECTS

This document shall serve as a certification of compliance with the Department of Homeland Security E-Verify program by the "Contractor", Florida Architects, Inc.

1. I hereby certify that Florida Architects, Inc. (Contractor) is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of the Owner-Architect Agreement and shall provide evidence thereof upon request.

2. Florida Architects, Inc. does not and shall not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes.

3. Florida Architects, Inc. requires all subcontractors performing work under an Architect-Consultant Agreement with E-Verify compliance requirements to provide an Affidavit confirming registration and stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes. The Subcontractor shall maintain compliance during the term of Architect-Consultant Agreement.

I, Valli Sorci, CEO, on behalf of Florida Architects, Inc., a Florida Corporation, do swear that the information in my sworn statement is truthful to the best of my knowledge and understanding.

Signature: [Signature]
Printed Name/Title: Valli Sorci, CEO DATE: June 8, 2021

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me by Valli Sorci, who is personally known to me on behalf of Florida Architects, Inc., this 8th day of June 2021.

[Notary Seal]

(Name of Notary Typed, Printed or Stamped)

Florida Architects, Inc. 103 W 26th Street Panama City, FL 32401
850-257-1400 v.sorci@floridarchitects.com

FLA **E-VERIFY CERTIFICATION**

1. I am (title) Vice President of Dewberry Engineers Inc. ("Subcontractor")

2. I hereby attest that I am authorized to execute this certification on behalf of the above named company, its owners, directors, and officers.

3. The Subcontractor has an "Agreement" and/or "Contract" with Florida Architects, Inc. (FLA), the "Contractor", to perform work and/or receive compensation from a Florida Public Entity ("FPE").

4. I hereby certify that the Subcontractor is registered or, if not registered, shall register with and shall use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired as of January 1, 2021 and during the term of the Agreement and provide evidence thereof upon request.

5. The Subcontractor does not and shall not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes.

6. The Subcontractor/Vendor shall require all subcontractors performing work under the Agreement/Contract to use the E-Verify system for any employees they may hire during the term of the Agreement.

7. The Subcontractor/Vendor shall require all subcontractors performing work under the Agreement to provide an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes. The Subcontractor shall provide FLA with a copy of said affidavit upon receipt and shall maintain a copy during the term of the Agreement.

8. The Subcontractor/Vendor acknowledges that failure to comply with this provision is a material breach of the Agreement, and the FPE may choose to terminate its Agreement at its sole discretion. Contractor and Subcontractor may be liable to the FPE for all costs associated with securing same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

9. The Contractor/Vendor acknowledges that termination due to failure to comply may result in a suspension from contracting with the FPE.

SUBCONTRACTOR: Dewberry Engineers Inc.
AUTHORIZED REPRESENTATIVE: Jonathan Skierski
(Printed Name) (Signature: Jonathan Skierski)
Vice President (Title) (Date: 11/16/23)
STATE OF: Florida
COUNTY OF: Bay

The foregoing instrument was acknowledged by Jonathan Skierski, who is personally known to me on this 16th day of November, 2023, produced identification before me.

Notary Signature/Stamp: [Signature] [Notary Seal]

FLA **E-VERIFY CERTIFICATION**

1. I am (title) President of McCarthy Engineering, Inc. ("Subcontractor")

2. I hereby attest that I am authorized to execute this certification on behalf of the above named company, its owners, directors, and officers.

3. The Subcontractor has an "Agreement" and/or "Contract" with Florida Architects, Inc. (FLA), the "Contractor", to perform work and/or receive compensation from a Florida Public Entity ("FPE").

4. I hereby certify that the Subcontractor is registered or, if not registered, shall register with and shall use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired as of January 1, 2021 and during the term of the Agreement and provide evidence thereof upon request.

5. The Subcontractor does not and shall not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes.

6. The Subcontractor/Vendor shall require all subcontractors performing work under the Agreement/Contract to use the E-Verify system for any employees they may hire during the term of the Agreement.

7. The Subcontractor/Vendor shall require all subcontractors performing work under the Agreement to provide an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes. The Subcontractor shall provide FLA with a copy of said affidavit upon receipt and shall maintain a copy during the term of the Agreement.

8. The Subcontractor/Vendor acknowledges that failure to comply with this provision is a material breach of the Agreement, and the FPE may choose to terminate its Agreement at its sole discretion. Contractor and Subcontractor may be liable to the FPE for all costs associated with securing same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

9. The Contractor/Vendor acknowledges that termination due to failure to comply may result in a suspension from contracting with the FPE.

SUBCONTRACTOR: McCarthy Engineering, Inc.
AUTHORIZED REPRESENTATIVE: Donald J. McCarthy, Jr.
(Printed Name) (Signature: Donald J. McCarthy, Jr.)
President (Title) (Date: 6/15/24)
STATE OF: Florida
COUNTY OF: Escambia

The foregoing instrument was acknowledged by Donald J. McCarthy, Jr., who is personally known to me on this 15th day of June, 2024, produced identification before me.

Notary Signature/Stamp: [Signature] [Notary Seal]



FLA
FLORIDA
ARCHITECTS
10001 000000

E-VERIFY CERTIFICATION

1. I am (title) HR Manager of H2Engineering ("Subcontractor")

2. I hereby attest that I am authorized to execute this certification on behalf of the above named company, its owners, directors, and officers.

3. The Subcontractor has an "Agreement" and/or "Contract" with Florida Architects, Inc. (FLA), the "Contractor", to perform work and/or receive compensation from a Florida Public Entity ("FPE")

4. I hereby certify that the Subcontractor is registered or, if not registered, shall register with and shall use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired as of January 1, 2021 and during the term of the Agreement and provide evidence thereof upon request.

5. The Subcontractor does not and shall not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes.

6. The Subcontractor/Vendor shall require all subcontractors performing work under the Agreement/Contract to use the E-Verify system for any employees they may hire during the term of the Agreement.

7. The Subcontractor/Vendor shall require all subcontractors performing work under the Agreement to provide an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes. The Subcontractor shall provide FLA with a copy of said affidavit upon receipt and shall maintain a copy during the term of the Agreement.

8. The Subcontractor/Vendor acknowledges that failure to comply with this provision is a material breach of the Agreement, and the FPE may choose to terminate its Agreement at its sole discretion. Contractor and Subcontractor may be liable to the FPE for all costs associated with securing same services, inclusive, but not limited to, higher costs for line items services and rebidding costs (if necessary).

9. The Contractor/Vendor acknowledges that termination due to failure to comply may result in a suspension from contracting with the FPE.

SUBCONTRACTOR: H2Engineering

AUTHORIZED REPRESENTATIVE

Jane Bodkun
(Printed Name)
HR Manager
(Title)

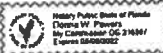
Jane Bodkun
(Signature)
6/8/2021
(Date)

STATE OF Florida

COUNTY OF Leon

The foregoing instrument was acknowledged by
who is personally known to me produced identification before me
on this 8th day of JUNE, 2021

Notary Signature/Stamp: *Dannelle Powers*





CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 6, 2024

TYPE OF AGENDA ITEM: Resolution

AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

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

FROM: Michael Burgess, Public Services Director
Rey Bailey, City Clerk

DATE: 04/22/2024

SUBJECT: Resolution 24-07, Adoption of Statewide Mutual Aid Agreement

I. BACKGROUND: Counties, Cities, Authorities, Colleges/Universities, and other special districts are eligible to become signatories to the Statewide Mutual Aid Agreement. The SMAA allows entities across the state to offer aid to one another quickly without the need for additional MOU's and allows the state to reimburse those costs if a state of emergency is issued and state missions are used to request assets.

II. DISCUSSION: The following attachments are provided:

ATT1: Resolution 24-07, Adoption of Statewide Mutual Aid Agreement

ATT2: Statewide Mutual Aid Agreement

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

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): None at this time.

C. Level of Service (LOS): Ability to draw upon equipment, services and other resources from participating entities, and governmental organizations during times of disaster.

D. Legislative Sponsor:

III. CONCLUSION: The adoption of the Statewide Mutual Aid Agreement is required for all entities wishing to become or remain SMAA partners. This 2023 agreement will replace all previous iterations. Entities who signed previous versions will not be grandfathered in 2024.

IV. RECOMMENDED MOTION: I move that the Destin City Council adopt Resolution

24-07, Adoption of Statewide Mutual Aid Agreement, and once endorsed, forward it to the Florida Department of Emergency Management.

Attachments:

1. ATT1: Destin SMAA 2023 w City Form
2. 07 - Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



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Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
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FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney

RESOLUTION 24-07

A RESOLUTION OF THE CITY COUNCIL OF DESTIN, FLORIDA, ADOPTING THE STATEWIDE MUTUAL AID AGREEMENT, AS AUTHORIZED BY THE STATE OF FLORIDA EMERGENCY MANAGEMENT ACT, CHAPTER 252 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, BE IT RESOLVED by the City of Destin, FL that to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster, we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED THIS 6TH DAY OF MAY 2024

By:

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, City Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 6, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

THRU: Louis Zunguze, Interim City Manager
Kimberly Kopp, City AttorneyFROM: Steve O'Connor, Principal Planner
Tina Deater, Planner

DATE: April 29, 2024

SUBJECT: 510 Vera Cruz Drive, Residential Marine Construction, HWB-001361-2024

I. BACKGROUND: LDL Marine Contractors, on behalf of Vera C LLC, has applied for the replacement of an existing dock with a new marginal dock along ninety (90) feet of shoreline, which will extend into the canal by no more than six (6) feet. The total square footage over water of the proposed dock is approximately 487 square feet.

Project Details: The applicant seeks approval from the City Council for a Residential Marine Construction project proposing a dock with the following specifications:

Total Square Feet:	487
Total Number of Piers or Docks:	1 Dock
Total Length:	90' along shoreline, no more than 6' into the canal
Total Slip Density:	1
Located in the Destin Harbor:	Yes

The new dock is replacing an existing dock, relocating the existing jet ski lift, and removing an existing boat lift. It will have a pivoting jet ski lift, to allow the vessel to be stored over the dock when not in use.

II. DISCUSSION: The applicant requests City Council approval for residential marine construction located at 510 Vera Cruz Drive, on a canal of the Destin Harbor.

The City Council is being asked to review the proposed marine project per Land Development Code ***Section 11.05.01 - General regulations; prohibitions*** and ***Section 11.05.02 – Permitting procedures***. Below are Staff's findings with respect to ***Section 11.05.01*** and ***Section 11.05.02***; items not applicable to this project are marked "Not Applicable."

11.05.01. General regulations; prohibitions. *This article establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities within and contiguous to the Harbor and waterways of Destin. The following regulations and prohibitions shall apply to the Harbor and waterways of Destin:*

A. No person shall construct or add to an existing dock, seawall, bulkhead, mooring or piling, modify an existing submerged land lease, or conditions thereto, or conduct dredge or fill operations in, or contiguous to, the Harbor or waterways of Destin without first obtaining the proper authorization from the appropriate federal, state and City agencies.

Staff response: The applicant has submitted for authorization from all appropriate agencies.

B. The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council. Rather, a copy of the U.S. Army Corps of Engineers permit, DEP permit, and a homeowner's association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created.

Staff response: Not applicable.

C. No fish carcasses and debris shall be discharged into the Harbor or waterways of Destin.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

D. No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste petroleum products or other pollutants into the Harbor or waterways of Destin. Trash disposal receptacles shall be anchored to each dock to ensure compliance with the provisions of this article.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

E. No fuel or oil shall be willfully or knowingly discharged in the Harbor or waterways of Destin. No dock which sells fuel or oil shall be constructed, operated or maintained in the Harbor or waterways of Destin unless an oil abatement plan, in accordance with Coast Guard guidelines, is available at each dock. The Destin Harbor and Waterways Board shall review and recommend approval or disapproval of each oil abatement plan to the City Council, which shall have approval authority. Each existing dock which sells fuel or oil shall develop and have approved an oil abatement plan acceptable to the City. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the City, prior to receiving a building permit from the City.

Staff response: This regulation applies to all users of the harbor and waterways of

Destin and shall be adhered to. This is a residential dock; therefore, no fuel or oil will be sold, and an oil abatement plan is not required.

F. No new or existing dock shall be constructed or modified such that the length of any pier as completed is greater than 20 percent of the width of the Harbor or waterway at the place where the pier is located, or out 200 feet, whichever is less, except in Choctawhatchee Bay.

Staff response: *The proposed dock complies with this regulation. The canal is approximately 96' feet wide at this location, and the dock will extend a maximum of 6' into the canal.*

G. No piling(s) shall be added to the waterward end of any pier which piling(s) would make the total length of the dock more than 200 feet, or 20 percent of the waterway, whichever is less, except in Choctawhatchee Bay.

Staff response: *The proposed dock complies with this regulation.*

H. No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length, as determined pursuant to subsection F above, for more than 72 hours.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

I. No dock shall be constructed which permits the commercial docking of boats with on-board toilets unless such the dock is equipped with a sewage pump-out.

Staff response: *Not applicable.*

J. No dock shall be constructed which permits the docking of a live-aboard unless such vessel has an operable holding tank.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

K. No boat shall be moored in the Harbor or waterways of Destin such that it constitutes a hazard to navigation.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

L. No dock shall be constructed such that it constitutes a hazard to navigation.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

M. Excepting docks connected to uplands zoned South Harbor Mixed Use (SHMU), or those located on Choctawhatchee Bay, no dock shall be longer than the width, at the mean

high-water line, of the lot to which the dock is attached.

Staff response: *Not applicable.*

- i. For those docks connected to uplands zoned South Harbor Mixed Use (SHMU), or those located on Choctawhatchee Bay, a dock may be constructed to a length of 1.5 times the width of the property at the mean high-water line, provided the length of the dock does not exceed the maximum length established by paragraphs F and G above.

Staff response: *Not applicable.*

- ii. For the purpose of this subsection, lots may be combined with neighboring lots. However, no dock may exceed the limitations specified in subsection F above.

Staff response: *Not applicable.*

N. No dock shall be constructed or modified such that slip density exceeds one slip per eight linear feet of waterfront footage except that, on canals, no lot may have more than one slip per 45 linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two slips on the canal.

Staff response: *The proposed dock complies with this regulation.*

O. No boat or vessel, entering into, exiting or operating within the Destin Harbor shall operate at such speed that would create a wake that endangers other boats or vessels, swimmers or other persons within the Destin Harbor, or would contribute to any adjacent land erosion.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

P. No heated or cooled water may be emitted into the Harbor, waterways, or the Harbor canals other than from a boat.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

Q. No pier shall extend more than six feet into a canal right-of-way.

Staff response: *The proposed dock complies with this regulation.*

R. No discharge of water shall contain phosphorous or any other substance likely to cause a violation of the water quality standards specified in Chapter 17-302, Florida Administrative Code.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

S. No dock or vessel shall be placed within the 25-foot setback of a property line

without providing prior written notification to the adjoining landowners and requesting their response. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in their recommendations to the City Council.

Per Land Development Code **Section 11.05.02 K.**, in water bodies of less than 100 feet in width, owners of property on the opposing shore to the proposed construction shall be provided with written notification of the proposed construction. Any objections received will be provided to the Harbor and Waterways Board and the City Council.

Staff response: *Staff sent the attached Property Owner's Notice on March 21, 2024.*

T. No dock shall unreasonably interfere with the riparian rights of others.

Staff response: *Staff sent the attached Property Owner's Notice on March 21, 2024. As proposed, the riparian rights of others are not interfered with.*

U. No dock of 100 feet or longer shall be constructed unless a white navigation/security night-light is installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year. All existing docks 100 feet or longer shall install and operate a navigation/security light pursuant to this subsection. Each light shall be installed within 90 days after adoption of this Code.

Staff response: *Not applicable.*

V. No commercially operated boat docking facilities shall be permitted or operated unless equipped with firefighting facilities as specified by the City.

Staff response: *Not applicable.*

W. No construction shall be allowed which violates any provision of the Standard Building Code, as adopted by the City.

Staff response: *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

X. No electrical or water service upon any dock shall be installed unless a permit is obtained from the Planning Department and Building Department for that service.

Staff response: *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

Y. No person, while operating a boat within the waterways of Destin shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the Harbor or waterways of Destin from such boats.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

Z. No lot or multi-contiguous lots, with less than 50 feet of waterfront footage shall be

allowed individual docks, unless they are parallel to the shoreline. However, docks may be allowed under the provisions of subsection 11.05.01.M.2.

Staff response: *Not applicable.*

Pursuant to ***Section 11.05.03, Land Development Code (LDC)***, all construction shall be inspected by the City Building Inspector for compliance with applicable building codes. The applicant shall be responsible for the condition and repair of permitted docks and failure to maintain said docks in a safe condition shall constitute grounds for revocation of the permit.

PUBLIC COMMENT:

Staff have received no comments from the public to date.

- A. Link to Strategic Goals / Objectives:** 4) Enhanced quality of life and safety for families.
- B. Effect on Budget (EOB):** N/A
- C. Level of Service (LOS):** N/A
- D. Legislative Sponsor:**

III. CONCLUSION: The applicant requests City Council approval for a residential marine construction project located at 510 Vera Cruz Drive. Additionally, the applicant provided a receipt of submittal from the Florida Department of Environmental Protection (FDEP), Self-Certification File No: 0446116001EE.

City Staff reviewed the application and determined that the plans comply with ***LDC Section 11.05.00, Marina Siting***, and the Coastal Management Element of the City's Comprehensive Plan (***Coastal Management Element Policy 6-1.1.6***).

The Harbor & Waterways Board met on April 25, 2024 and voted 5-0 to recommend approval of the marine construction project proposed at 510 Vera Cruz Drive, for the replacement of an existing dock with a new marginal dock along ninety (90) feet of shoreline, which will extend into the canal by no more than six (6) feet, and is approximately 487 square feet over water, with the following conditions:

- 1. All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and**
- 2. All regulations of the City's Marina Siting *LDC Section 11.05.00* shall be adhered to and followed at all times.**

IV. RECOMMENDED MOTION: I move to approve the marine construction project proposed at 510 Vera Cruz Drive, for the replacement of an existing dock with a new marginal dock along ninety (90) feet of shoreline, which will extend into the canal by no more than six (6) feet, and is approximately 487 square feet over water, with the following conditions:

- 1. All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and**
- 2. All regulations of the City's Marina Siting *LDC Section 11.05.00* shall be adhered to**

and followed at all times.

Attachments:

1. 1 - Site Plan
2. 2 - Dock Details
3. 3 - FDEP SelfCertification Receipt
4. 4 - Property Owner Notice

SCALE 1" = 10'

A horizontal graphic scale bar is shown. It is divided into three segments: a dark gray segment on the left, a light gray segment in the middle, and a dark gray segment on the right. Below the bar, dimension lines indicate the lengths of the segments: the first segment is 10', the second is 5', and the third is 2'6".

JETSKI LIFT PIVOTS AND VESSEL SHALL BE STORED OVER DOCK

APPROXIMATELY 487 ft.² OVER WATER

PROPERTY LINE

MHWL

JETSKI LIFT

8'

5'4"

8"

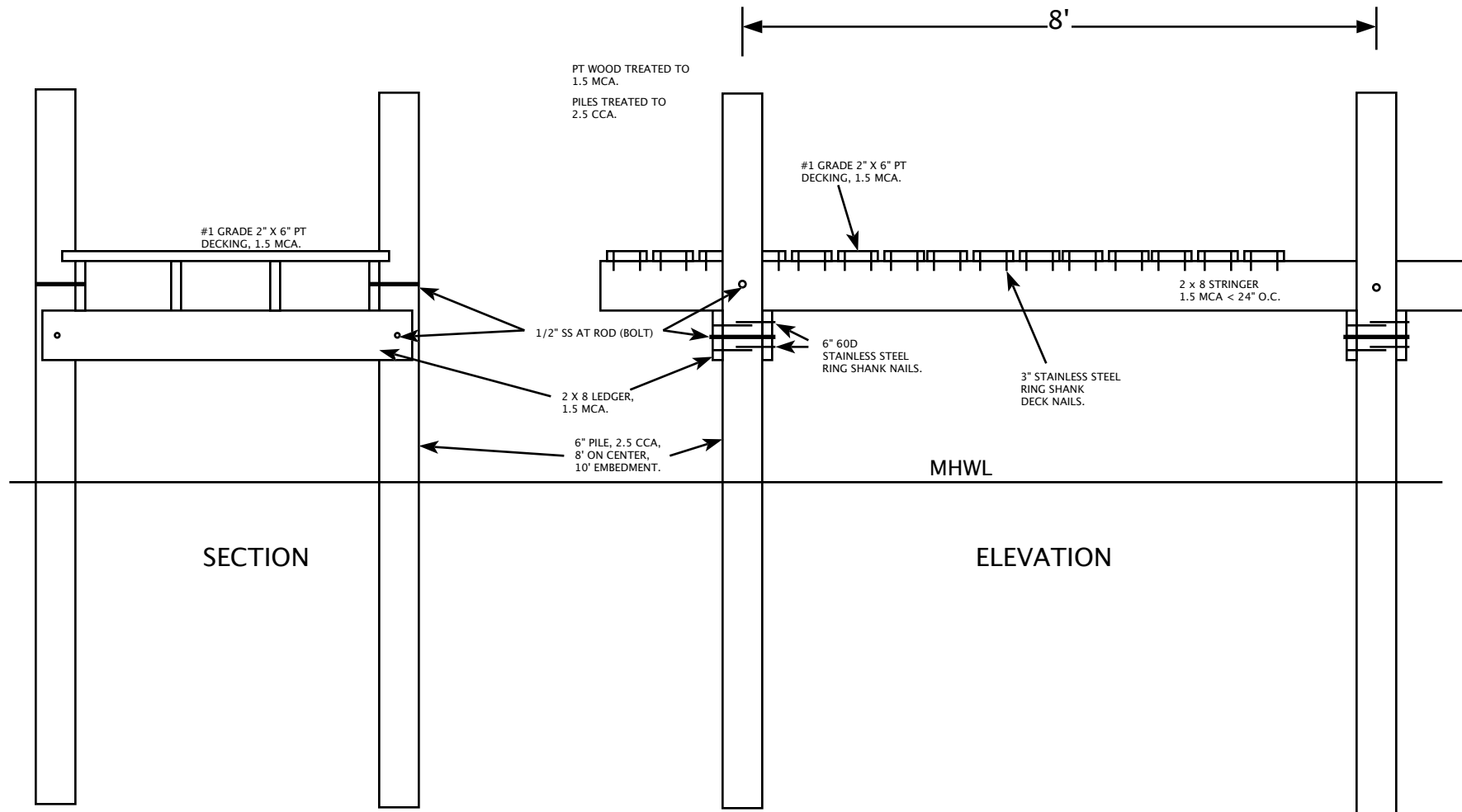
80'

90'

10'

6'

DOCK SECTION AND ELEVATION DETAIL



L D & L MARINE CONTRACTORS

297 W. MIRACLE STRP. PKWY

MARY ESTHER, FL. 32569

(Chuck LoBello) 585 3003 / chuckldl@cox.net

(Clay Duhon) 585 5557/ c3d1@cox.net

MARINE CONTRACTOR LIC. NO. 11071-0600564

From: no-reply@dep.state.fl.us 
Subject: FDEP ERP Self-Certification Receipt
Date: March 6, 2024 at 2:13 PM
To: idlmarineprojects@gmail.com
Cc: ERP.SELFCERTS@DEP.STATE.FL.US, SPGP@USACE.ARMY.MIL, NMFS.SER.PROGRAMMATICREVIEW@NOAA.GOV, <401_WQC_NOTIFICATIONS@usace.army.mil> 401_WQC_NOTIFICATIONS@USACE.ARMY.MIL, NWD_ERP_APPLICATIONS@FLORIDADEP.GOV



Mail Attachment



**FLORIDA DEPARTMENT
OF
Environmental
Protection**

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Receipt for Submission

**SELF-CERTIFICATION FOR A PROJECT AT A
PRIVATE, RESIDENTIAL SINGLE-FAMILY DOCK**

03/06/2024

Self-Certification File No.: **0446116001EE**

File Name: **510 Vera Cruz Dr Destin, FL 32541 - Self-Certification Modify (General)**

Dear **Chuck LeBello**: On **03/06/2024** you used the Florida Department of Environmental Protection's electronic Self Certification Process to certify compliance with the terms and conditions of the Single-Family Dock ERP Exemption Self Certification Process for a project at private, single-family residence located at:

LAT - Degrees: **30** Minutes: **23** Seconds: **6.6091**
LONG - Degrees: **-86** Minutes: **29** Seconds: **51.1107**
SITE ADDRESS: **510 Vera Cruz Dr Destin, FL 32541**
COUNTY: **Okaloosa**

For:
Daniel Joly
510 Vera Cruz Dr. Destin, FL 32541

You have certified that the project you propose to construct at the above location meets all the conditions of the Self-Certification Process. A project that is built in conformance to those conditions (attached for reference) will:

1. Qualify for a regulatory exemption under Section 403.813(1)(b) of the Florida Statutes (F.S.) and Chapter 62-330, Florida Administrative Code (F.A.C.). As such, it is exempt from the need to obtain a DEP Environmental Resource Permit.;
2. Qualify for Consent by Rule or Letter of Consent (as applicable) under Chapter 253, F.S. and Chapter 18-21, F.A.C. (and Chapter 258, F.S. and Chapter 18-20, F.A.C., if applicable), when the project is located on submerged lands owned by the State of Florida.

Your Self-Certification is based solely on the information you provided under this process and applies only to the statutes and rules in effect when your certification was completed. The certification is effective only for the specific project proposed, and only if the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the Self-Certification Process. In addition, any substantial modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required.

You have acknowledged that this Self Certification will automatically expire if:

1. Construction of the project is not completed within one year from the self-certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self Certification constitutes your authorization for Department or Corps personnel to enter the property for purposes of inspecting for compliance.

Receipt of this Self-Certification constitutes authorization to use sovereignty/state-owned submerged lands, as required by rule 18-21.005, F.A.C.

The authorization must be visibly posted during all construction activities.

In waters that are accessible to manatees, obtain information on your mandatory Manatee Protection sign by [clicking here](#).

FEDERAL STATE PROGRAMMATIC GENERAL PERMIT (SPGP)

You have certified that the project you propose to construct at the above location meets all the conditions of the SPGP Self-Certification Process and will be built in conformance to those conditions (attached for reference). Your proposed activity as certified is in compliance with the SPGP program. U.S. Army Corps of Engineers (Corps) Specific conditions apply to your project, attached. **No further permitting for this activity is required by the Corps. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.**

Notifications to the Corps. For all authorizations under this SPGP VI-R1, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:

1. Commencement Notification. Within 10 days before the date of initiating the work authorized by this permit or for each phase of the authorized project, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps
2. Corps Self-Certification Statement of Compliance form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (attached) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
3. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
4. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.
 - a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.
 - b. For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-2575 on all submittals.

This SPGP Self-Certification is based solely on the information you provided under this process and applies only to the statutes and rules in effect when your certification was completed. You have recognized that your certification is effective only for the specific project proposed, and provided the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the SPGP Self-Certification Process. This Self-Certification will not apply if any substantial modifications are made to the project. You agree to contact the Department for review of any plans to construct additional structures or to modify the project, as changes may result in a permit being required.

You have acknowledged that this Self-Certification will automatically expire if:

1. construction of the project is not completed by midnight, July 27, 2026, unless construction commenced or a contract to construct was executed before July 27, 2026, in which case the time limit for completing the work authorized by the SPGP ends at midnight, July 27, 2027. However, in no case can construction continue for more than one year beyond the Self-Certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self-Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self-Certification constitutes your authorization for Department or Corps personnel to enter the property for purposes of inspecting for compliance.

If you have any questions, please contact your local Department District Office. Contact information can be found at: https://floridadep.gov/sites/default/files/SLERC_contacts_web_map_01-2017_0.pdf.

For further information, contact the Corps directly at: <https://www.saj.usace.army.mil/Missions/Regulatory.aspx>. When referring to your project, please use the SPGP Self-Certification file number listed above.

Authority for review - an agreement with the U.S. Army Corps of Engineers entitled Coordination Agreement between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection State Programmatic General Permit, Section 10 of the Rivers and Harbor Act of 1899 and Section 404 of the Clean Water Act.

ADDITIONAL INFORMATION

This Self-Certification Process does not relieve you from the responsibility of obtaining other permits or authorizations from other agencies (federal, state, Water Management District, or local) that may be required for the project. Failure to obtain all applicable authorizations prior to construction of the project may result in enforcement.

If you have any questions or issues with the attached documents, please contact your local Department District Office:

Northwest District

NWD_ERP_Applications@FloridaDEP.gov

Sincerely,
Florida Department of Environmental Protection.

...

Attachments:

FDEP Terms and Conditions
SPGP Terms and Conditions
Project Design Criteria



5d2c691a5f6f1e151ff41ed37713
e5f.pdf



3358ea7185647a3dd83e68b2a6
31e.pdf



ProjectDesignCriteria_1_01.pdf





Community Development Planning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

March 21, 2024

Subject: Notification of Harbor & Waterways Board (HWB) Application Submittal for Residential Marine Construction – 510 Vera Cruz Dr.

Dear Property Owner:

This letter is to notify you of a proposed marine construction project at **510 Vera Cruz Dr.** The Marine Construction application requires Harbor & Waterways Board review and recommendation. **The Application will be heard by the Harbor & Waterways Board at 5:30 p.m. at the Destin City Hall Annex, 4100 Indian Bayou Trail on Thursday, April 25, 2024.**

As an owner of property located near this project, *Destin Land Development Code (LDC) Sections 2.17.00 & 11.05.01.S* require a written notice providing you with the following information. This project proposes new marine construction within twenty-five (25) feet of your property line, or your property is located across a waterbody from the proposed construction and the waterbody is less than one hundred (100) feet in width. Therefore, The City is requesting your input on the matter specifically. If you would like to provide any comments you may respond by sending an email to the email address listed below, or by appearing before the Harbor & Waterways Board.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide a response to the email address provided below.

1. Name of Owner: Vera C LLC
2. Name of Agent: Charles Lobello, of LD&L Marine Contractors
3. Address of Project: 510 Vera Cruz Dr.
4. Parcel ID Number: 00-2S-24-2186-000F-0820
5. Project Description: The application includes the replacement of an existing dock with a new marginal dock along ninety (90) feet of shoreline, which will extend into the canal by no more than six (6) feet. The total square footage over water of the proposed dock is $\pm$ 487 square feet.
6. Location of Application Package: To request that a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a Public Records Request (PRR) online: <http://www.cityofdestin.com/forms.aspx?fid=121>



If you have any questions or concerns regarding this letter, please do not hesitate to contact us at (850) 654-1119 or via email at planning@cityofdestin.com.

Sincerely,

Tina Deater

Tina Deater, AICP
Planner

CC: Louis Zunguze, MURP, Community Development Director
Cindy Runyon, Administrative Assistant
Planning Division
Project File



**REGULAR MEETING
DESTIN CITY COUNCIL
APRIL 1, 2024
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Bobby Wagner

Councilmember Torey Geile

Councilmember Johnny King

Councilmember Kevin Schmidt

Councilmember John Stephens

Councilmember Jim Bagby

Councilmember Dewey Destin

Destin City Staff

Acting City Manager/Finance Director Krystal Strickland IT Director Andy Peters

Deputy City Clerk Kim Montgomery

Engineering Assistant II Joe Bodi

Public Information Director Tamara Young

Records Specialist Sharon Gardner

Building Official Noell Bell

Principal Planner Steve O'Connor

Projects/Grants/Contract Manager Jeffrey Cozadd

Finance Director Krystal Strickland

Parks & Recreation Director Lisa Firth

Dep. Parks & Rec Director Ryan Reed

City Attorney Kimberly Kopp

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

Motion by Councilmember Destin, seconded by Councilmember Bagby, to approve the agenda passed 6-0 (Council members Schmidt, King, Bagby, Destin, Geile, and Stephens voted “yes”; Councilmember Hebert was absent from the meeting).

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

A. Arbor Day Celebration Proclamation

The mayor read the proclamation designating April 26, 2024, as Arbor Day in the City of Destin, and then presented it to the Parks and Recreation Director Lisa Firth, and Deputy Director Ryan Reed.

2. PUBLIC COMMENTS

Mr. Steve Napier, a Destin resident, expressed gratitude to Councilmember Geile for addressing a longstanding stormwater issue at his neighborhood flooding his home at Country Club Drive.

Ms. Debbie Hughes voices concerns about a new 10-bedroom construction in a residential neighborhood on Main Street fearing it would disrupt the community fabric; adding this multi-family housing should not be allowed in a single-family residential area.

Mr. Larry Cowsert, a Destin resident, discussed issues with the local livery program affecting his yacht charter business, requesting clearer regulations and better communication from city authorities.

Dr. Emily J Stephens, a Destin resident, opposed a building permit for a large multi-bedroom addition on Main Street, arguing it violated local zoning laws and was inappropriate for the residential area. She also maintains that this development will negatively impact housing, security, safety, and environmental aspects for single family residents in that area.

Several other individuals spoke briefly, lending their support to statements made by previous speakers speaking against the 10-bedroom construction on Main Street, highlighting the fact that this development does not qualify in a single-family residential zoning district and that the permit should be revoked.

Ms. Kelly Gates, a Destin resident, spoke about cemetery parking issues stating that it is inadequate. She also recommends placing a 4-way stop sign at the Zerbe/Seibert intersection as it is very congested with many people walking all around that area.

By the request of council, the City Attorney provided the following update on the status of 414 Main Street expansion: The permit that was initially issued, but when it became apparent that there was some additional information that was excluded on what was to be occurring on the property, the city then issued a stop-work order. The construction has been halted and the authority to proceed taken away at this time.

3. CONSENT AGENDA

- A. Purchase of a F550 Heavy Duty Truck for the Public Works Department, authorization to issue a Purchase Order
- B. NWFL Track Club's Annual 5k Rodeo Run
- C. 2025 International HV607 Dump Truck, authorization to supplement an existing Purchase Order
- D. Approval of minutes of March 25, 2024, Special City Council Meeting
- E. Approval of minutes of February 20, 2024, Regular City Council Meeting

Motion by Councilmember Geile, seconded by Councilmember Destin, to approve Consent Agenda items 3A through 3E, as printed above passed 6-0 (Council members Schmidt, King, Bagby, Destin, Geile, and Stephens voted “yes”; Councilmember Hebert was absent from the meeting).

4. CITY MANAGER REPORTS

A. Request from Fire Department to use Joe's Bayou

Destin Fire Control District Commissioner Mike Buckingham requested the use of city property temporarily for storing materials needed for dock construction for the Destin Marine First Response Center. Several council members expressed their support of the request but with the stipulation that the area be cleared by Memorial Day.

Councilmember Stephens moved to allow the Destin Fire Control District the use of a portion of the property located at 820 Beach Drive for delivering and storing materials for the Destin Marine First Response Center “dockage” with stipulation that all materials will be removed, and the area cleared before Memorial Day this year; seconded by Councilmember Geile. Motion passed 6-0 (Council members Schmidt, King, Bagby, Destin, Geile, and Stephens voted “yes”; Councilmember Hebert was absent from the meeting).

B. Church Festival- Temporary Change of Use

Principal Planner Steve O'Connor noted that an application was submitted for a Temporary Change of Use at 726 Legion Drive to allow for a Fair and Food Festival. The proposed festival dates are from April 4-14, 2024. Approval is subject to the applicant meeting the 11 conditions of approval as outlined in the staff report. If approved by council, the festival will be permitted during the following hours:

Weekdays	-	4:00 PM – 8:00 PM with the music shut off at 7:00 PM
Saturdays	-	11:00 AM – 10:00 PM with the music shut off at 9:00 PM
Sundays	-	2:00 PM – 10:00 PM with the music shut off at 9:00 PM

Pastor Darrius Arnold of Faith Coast Church in Destin provided a detailed description of the planned event which would include various amusement rides, inflatables, food service tents, interactive games, and an entertainment stage with a sound amplification system, highlighting the goals of fostering community unity and pride in Destin.

Concerns were raised about setting a precedent for regulating church festivals, which was believed to be outside the council's authority.

Questions were raised about the logistics of the event, including the setup of stages and the potential impact on the local community. The need for a clear point of contact during the event was emphasized to manage any issues that might arise.

Council members expressed mixed feelings about the proposed community events. The importance of community outreach and local festivals was acknowledged, but concerns were raised about potential noise and traffic disruptions, especially affecting residents with young children.

The council debated the appropriate level of support and regulation for the event, focusing particularly on noise control near residential areas. There was a strong desire to ensure the event would not disrupt residents' peace, especially nighttime hours.

Discussion of financial implications included funding sources for the event, potential economic benefits, and concerns about costs. The need for careful financial planning and consideration of community impact was stressed.

Councilmember Bagby moved to approve the Temporary Change of Use for the Fair and Food Festival at 726 Legion Drive with the following stipulation as stated by city staff:

- **Approval is subject to the applicant meeting the 11 conditions of approval as outlined in the staff report.**
- **The festival is permitted April 4 to 14, 2024 during the following hours:**
 - **Weekdays – 4 PM – 8 PM, with the music shut off at 7 PM**
 - **Saturdays – 11 AM – 10 PM, with the music shut off at 9 PM**
 - **Sundays – 2 PM – 10 PM, with the music shut off at 9 PM**
- **The language in condition for approval #5 be changed as follows: “All state permits and inspections to be completed and passed in accordance with state statute Chapter 616.**

Motion was seconded by Councilmember Destin.

Councilmember Schmidt offered a substitute motion to limit the festival period to Thursday to Sunday, April 11 to 14 with similar stipulations; seconded by Councilmember Stephens. Motion failed 2-4 (Council members Schmidt and Stephens voted “yes”; Council members King, Bagby, Destin, and Geile voted “no”; Councilmember Hebert was absent from the meeting).

The mayor called for a vote on the original motion made by Councilmember Bagby and seconded by Councilmember Destin, which passed 5-1 (Council members King, Bagby, Destin, Geile, and Stephens voted “yes”; Councilmember Schmidt voted “no”; Councilmember Hebert was absent from the meeting;).

There were remarks from council members emphasizing the importance of community feedback and ongoing dialogue to ensure the event’s success. Invitations were extended to the community to participate in the coming event.

Councilmember Destin recommends creating an ordinance that would give the city the authority to regulate how the churches located within a residential zoning area can conduct their festivals.

B. Renewal and Replacement Options

The city’s Finance Director Krystal Strickland noted that a renewal and replacement program tracks data to estimate the timing and cost to replace major components of facilities, infrastructure, and capital equipment. The goal is to make regular additions to the renewal and replacement fund to ensure cash is available to renew and replace infrastructure at the end of useful life. With adoption of the FY 2020 budget, the city began an informal renewal and replacement capital improvement fund with the intention of formalizing the fund with resolution and backed by cashflow plan for the first 5 years. At this stage, the staff is presenting a

spreadsheet of data to council. The following Power Point presentation compares the total cost of a 5-year catch-up plan when inflation is taken into consideration.

5-Yr Plan Major Projects

TOP PRIORITY PROJECTS (INTERLOCALS, GRANTS, COMMITMENTS)	Total Estimated		30558500 Shortfall/GF	GRANTS REQUESTED
	Cost	Non-GF Sources		
CM001/02 Crystal/Tarpon	\$ 2,404,870	\$ 2,404,870	\$ -	
EN615 Cross-Town	10,000,000	5,939,000	4,061,000	2,000,000
EN617 US98/Stahlman	200,000	-	200,000	200,000
RC216 Clement Taylor Park Renovations	1,596,180	879,918	716,262	
UNDER Phase 1	15,200,000	15,200,000	-	
DREDG - Dredge Harbor (maybe 50% in 2024)	750,000	-	750,000	100,000
HRB1 - Seawall Safety	19,000	-	19,000	
SW60 4-PRONG LAKE	2,000,000	-	2,000,000	1,000,000
NORG2 Norriego Park	162,000	-	162,000	
SW56 Mattie Kelly Naturewalk Outfall	1,375,000	1,375,000	-	
RC125 Buck Destin Restrooms	100,000	-	100,000	
RC128 Morgan SC Bathroom w/rec equip Storage	200,000	200,000	-	
RC130 Morgan SC Storage	75,000	-	75,000	
SubTotal Priorities	\$ 34,082,050	\$ 25,998,788	\$ 8,083,262	\$ 3,300,000

HIGHLY DESIRED PROJECTS	Total Estimated		30558500 Shortfall/GF	GRANTS REQUESTED
	Cost	Non-GF Sources		
CRT17 Linear Trail	\$ 10,000,000	\$ 8,000,000	\$ 2,000,000	
CRH60 Pedestrian Pathway under Marler Bridge		-	-	
UNDER Phase2 (\$15m@4% 20yrs)	23,000,000	23,000,000	-	
TRSAF Traffic/Pedestrian safety	500,000	400,000	100,000	
SubTotal Highly Desired	\$ 33,500,000	\$ 31,400,000	\$ 2,100,000	\$ -

OTHER PLANNED CIP PROJECTS	Total Estimated		30558500 Shortfall/GF	GRANTS REQUESTED
	Cost	Non-GF Sources		
CD510 Annex Renovations	\$ 150,000	\$ -	\$ 150,000	
CE002 Code Enforcement Equipment	40,000	40,000	-	
RC1xx MORGAN- Safety Netting, Shade Structures, Artificial Infields, Lining Robot	2,790,000	-	2,790,000	
SWxx Stormwater - Zerbe, Restaurant Row	1,574,000	-	1,574,000	
TR619 Sibert-Zerbe Parking Lot Consolidation	575,000	575,000	-	
SubTotal Other Planned	\$ 5,129,000	\$ 615,000	\$ 4,514,000	\$ -

RENEWAL & REPLACEMENT (5-YR CATCH-UP OPTION)	Total Estimated		30058500 GF	GRANTS REQUESTED
	Cost	Non-GF Sources		
RR054 Transportation (Roads/Sidewalks)	\$ 19,433,934	\$ 9,662,612	\$ 9,771,322	
RR57x Culture & Recreation	5,578,087	-	5,578,087	
RRxxx Other Facilities/Equipment	1,053,033		1,053,033	
SubTotal Other Planned	\$ 26,065,054	\$ 9,662,612	\$ 16,402,442	\$ -

Identify the Funding Gap

	FY25-FY29 Estimates		General Fund \$
General Fund Revenue			\$ 111,939,162
General Fund Operating Expenses			92,729,963
Net (Rev - Exps)			\$ 19,209,199
Transfers In from TC CRA Advance			\$ 1,200,000
Transfers Out for Building Fund			(2,155,000)
Transfers Out for Capital Projects			(312,000)
Other Transfers in/out, net ie debt			(10,773,054)
Net Transfers Out			\$ (12,040,054)
Change in Fund Balance			\$ 7,169,145
Beginning Fund Balance			\$ 34,232,920
Ending General Fund Balance			\$ 41,402,065
LESS Minimum Fund Balance			\$ (15,083,950)
Ending General Fund Balance Available for RR/CIP			\$ 26,318,115

Fee Adjustments to Cover the Funding Gap

SHORTFALL			\$ (4,781,589)
	Additional Amount Per Year	# Years	Total
OPTIONS TO ADDRESS SHORTFALL			
Make Building Fund Self-Sufficient			
Raise Building Permit Fees	\$ 400,000	5.00	\$ 2,000,000
Require STR Condos to Register use fees to cover Public Safety			
	\$ 2,000,000	5.00	\$ 10,000,000
Adopt Mobility Plan and Update all Impact Fees to use as additional "non-GF" source for the growth- necessitated capital projects	\$ 600,000	5.00	\$ 3,000,000
Add Resident Boat Ramp Pass			
and increase other recreation fees	\$ 100,000	5.00	\$ 500,000
Adjust NPEB fees to cover Harbor Pump utilities and Harbor Water testing, monitoring, and annual stormwater outfall cleanings	\$ 75,000	5.00	\$ 375,000
			\$ 15,875,000

Summary of Recommended Cost Recovery Areas (per year)

\$400k Building Fund: Building Permit Fees
 \$2m STR Registration for Condos (public safety)
 \$100k Recreation User Fees +Boat Ramp
 \$75k NPEB Fee Review (Harbor)
 Community Development: Developer and Impact Fees

Renewal & Replacement Fund

Estimated Cost to Replace/Renew (2023 price, no inflationary factor)	Extremely Critical	Critical	Currently Due	Not yet Due	Total Cost of items to Replace/Renew
Streets, Sidewalks, Streetlights	\$ 10,671,806	\$ 6,227,089	\$ 2,344,073	\$ 7,787,680	\$ 27,030,647
Facilities: Roof	-	18,400	7,421	1,993,469	2,019,290
Facilities: HVAC	20,000	11,500	22,500	487,000	541,000
Generators	-	-	24,000	268,500	292,500
Outdoor Parks & Recreation	602,800	505,000	2,628,450	744,350	4,480,600
Parking Lots	-	-	176,692	1,575,350	1,752,042
Vehicles	205,000	326,000	247,000	970,000	1,748,000
Capital Equipment	40,000	14,000	74,000	1,097,000	1,225,000
	\$ 11,539,606	\$ 7,101,989	\$ 5,524,135	\$ 14,923,349	\$ 39,089,079
<i>% of total</i>	30%	18%	14%	38%	

\$18.6 million for renewals and replacements should be made to improve 48% of our aged infrastructure and assets.

Renewal & Replacement Plan comparison (cost)

	5-Year CatchUp Plan	7-year CatchUp Plan	<i>Variance (7yr-5yr)</i>
Planned Expenditures by Asset Typ	2025 - 2042	2025 - 2042	
Streets, Streetlights, Sidewalks	34,548,897	34,784,363	235,466
Facilities: Roof	2,654,512	2,654,512	-
Facilities: HVAC	651,388	651,388	-
Generators	328,325	328,325	-
Outdoor Parks & Recreation	5,339,128	5,339,128	-
Parking Lots	1,623,569	1,623,569	-
Vehicles	2,160,500	2,160,500	-
Capital Equipment	1,394,425	1,394,425	-
Stormwater			-
Total Planned Expenditures	48,700,743	48,936,209	235,466

Renewal & Replacement Plan comparison (cashflow)

5-year plan	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Beginning Balance	1,034,652	178,589	1,232,533	432,351	608,165
Annual Contribution	\$ 3,600,000	\$ 2,500,000	\$ 2,500,000	\$ 3,000,000	\$ 3,500,000
Annual Contribution Gas Tax#1	591,242	594,198	597,169	600,155	603,156
Oka 1/2 Penny Infrastructure	1,500,000	1,500,000	2,000,000	1,500,000	-
Parking Fund	-	-	-	176,692	-
Interest	85,400	68,900	76,500	79,200	61,500
Total Planned Cash In	5,776,642	4,663,098	5,173,669	5,356,047	4,164,656
7-year plan	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Beginning Balance	1,034,652	102,138	950,110	1,957,980	994,720
Annual Contribution	\$ 3,600,000	\$ 2,250,000	\$ 2,250,000	\$ 2,500,000	\$ 3,000,000
Annual Contribution Gas Tax#1	591,242	594,198	597,169	600,155	603,156
Oka 1/2 Penny Infrastructure	1,500,000	1,500,000	2,000,000	1,500,000	-
Parking Fund	-	-	-	176,692	-
Interest	85,400	65,200	72,700	71,700	54,000
Total Planned Cash In	5,776,642	4,409,398	4,919,869	4,848,547	3,657,156
variance (total cash in 7yr - 5yr)	-	(253,700)	(253,800)	(507,500)	(507,500)

Recurring Funds for the RR Fund

100% of Gas Tax #1 (Okaloosa 6 Cent First Local Option Fuel Tax) should go into an account for Road Renewal & Replacement (\$550k/year)

The First Local Option Fuel Tax is a \$0.06 cent local option fuel tax imposed by Okaloosa County on Motor and Diesel Fuels for the purpose of paying the cost of operating, maintaining, constructing, and acquiring roads, streets and related facilities.

Average Road Renewal needs are \$1.5 million per year.

Reallocate Oka 1/2

	Recreation (Beach/Pickleball)	Underground	Stormwater	Public Works (Roads) & Safety (TRSAF)	Total
July 2023 Allocations	33.61%	55%	6.99%	4.40%	100.00%
Est Revenue 2019 - 2029	\$ 5,848,140	\$ 9,570,000	\$ 1,216,260	\$ 765,600	\$ 17,400,000
May 2024 Allocation (Proposed)	34.00%	19.00%	7.00%	40.00%	100.00%
Est Revenue 2019 - 2029	\$ 5,916,000	\$ 3,306,000	\$ 1,218,000	\$ 6,960,000	\$ 17,400,000
Exps Paid Jan 2019 - Feb 2024	\$ 3,727,385	\$ 574,302	\$ 0	\$ 100,000	\$ 4,401,688
Encumbrances	\$ 60,000	\$ 850,159	\$ -	\$ 2,387	\$ 912,546
Remaining Debt Service obligations to date	\$ 2,120,991	\$ -	\$ -	\$ -	\$ 2,120,991
	\$ 5,908,376	\$ 1,424,461	\$ 0	\$ 102,387	\$ 7,435,225
Remaining balance (if choose May 2024 alloc)	\$ 7,624	\$ 1,881,539	\$ 1,218,000	\$ 6,857,613	\$ 9,964,775

Minimum & Maximum Proposed RR Fund Balance

Minimum: By 2031, maintain a minimum fund balance of \$1 million

Rational: *the current draft RR cashflow projection expenditures for FY 2028- FY2043 is \$1 million/year (excluding stormwater)*

Maximum: Consider 5% of Net Assets as the maximum fund balance for the RR fund (\$5 million max). If account balance is at the maximum, each budget year, council may choose to decrease the annual addition to the RR fund.

FYE 23 Assets net of depreciation = \$139 million

Next Steps

- **April: Adopt a Renewal & Replacement Resolution**
 - ½ Penny Infrastructure Surtax commitment
 - Minimum 3-year GF \$ commitment
 - Min/Max RR Fund commitment
 - Ability to revise planned RR projects annually
- **April: Approve Mobility Plan (so that Impact Fees may be set)**
- **May: Review STR registration fee options for Condos**

(June: Review Building Permit Fees (refreshed Study))

Councilmember Bagby moved to direct staff to bring back a draft resolution that includes contributions on January 1, 2025, of \$3.6 million, January 1, 2026 of \$2.5 million, January 1, 2027 of \$2.5 million, January 1, 2028 of \$3 million, and January 1, 2029 of \$3.5 million for a 5-year catch up plan on deferred renewals and replacement; seconded by Councilmember Geile. Motion passed 6-0 (Council members Schmidt, King, Bagby, Destin, Geile, and Stephens voted “yes”; Councilmember Hebert was absent from the meeting).

Councilmember Schmidt moved to direct the City Manager to re-allocate the Okaloosa Half-Cent Sales Tax as follows:

- 34% Recreation
- 19% Undergrounding
- 7% Stormwater
- 40% Public Works

Seconded by Councilmember Geile.

Councilmember Destin offered a substitute motion to direct the City Manager to set up a workshop as soon as possible to work out the details of the funding plan for the 5-year catch up plan for the renewals and replacement; seconded by Councilmember King. Motion **failed** 1-5 (Councilmember Destin voted “yes”; Council members Schmidt, King, Bagby, Geile, and Stephens voted “no”).

The mayor called for a vote on the original motion made by Councilmember Schmidt and seconded by Councilmember Geile passed 5-1 (Council members Schmidt, King, Bagby, Geile, and Stephens voted “yes”; Councilmember Destin voted “no”; Councilmember Hebert was absent from the meeting).

D. Mattie Kelly Outfall – Engineering Design/Permitting Contract

According to Engineering Assistant Joe Bodi, staff reached out to Jenkins Engineering who recently created the Stormwater Master Plan that the city adopted in 2022 and requested that they provide a proposal to study the extent of the drainage basin that outfalls through the pipes and create construction plans to be permitted that will have the appropriately sized drainage piping installed for the area. This will help to reduce the potential of flooding in the surrounding neighborhoods during certain storm events. Staff is recommending that Jenkins Engineering completes the basin study, design, and permitting to have the outfall sized correctly to make the necessary improvements.

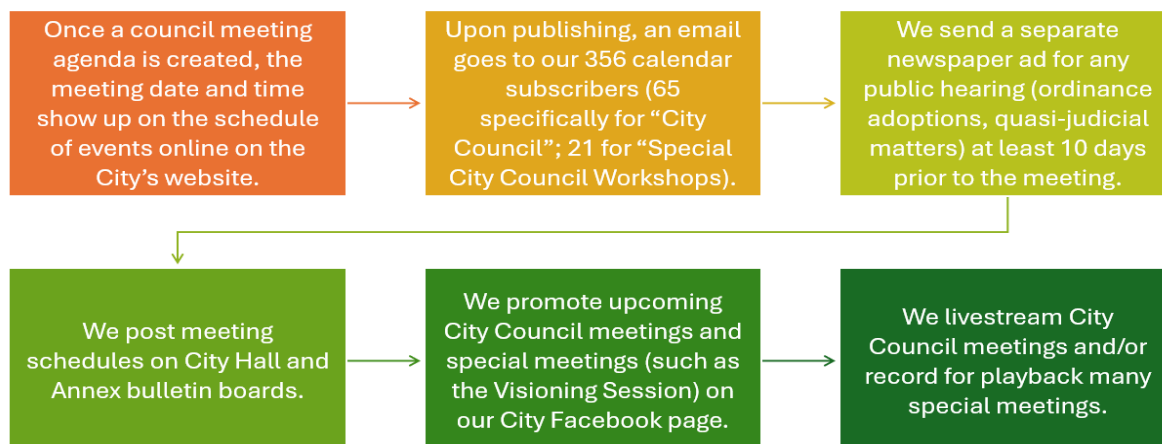
Mr. Scott Jenkins of Jenkins Engineering discussed a proposal to keep sand out of the outfall point, including a potential natural arch cover with a natural bottom to provide extra treatment and benefit local wildlife; adding that this proposal aligns with the language of the proposed master plan.

Motion by Councilmember Bagby, seconded by Councilmember Stephens, to direct the City Manager to work with staff and Jenkins Engineering to move forward with the Mattie Kelly Outfall project and approve the Jenkins Engineering proposal passed 6-0 (Council members Schmidt, King, Bagby, Destin, Geile, and Stephens voted “yes”; Councilmember Hebert was absent from the meeting).

E. Public Participation at Council Meetings and Workshops

The city’s Public Information Director gave the following presentation:

PROMOTING CITY COUNCIL MEETINGS



Social Media



Facebook Insights

(Feb 22-March 20)

Reach: 176K (+352%)
Content Published: 27 (+108%)
Engagement: 23.7K (+1K%)
Followers: +405%

Instagram Insights

(Feb 25-March 25)

Reach: 4.7K (+234.1%)
Accounts Engaged: 353 (+141.8%)
Followers: +5.1%

YouTube Metrics

- Livestreaming attendees and playback (changing landscape)
- 1,164 total subscribers
- Same 28-day period used for other platforms, we had 1.2K views and subscribers are up +8%

Benchmarking What Others are Doing

FWB, Crestview and the County

- Website calendar
- Social Media posts with links to the agenda
- Digital TVs in lobby offering announcements (Crestview)
- Crestview averages 3-5 citizens; the County averages 6-10

Considerations

Digital TVs

Council and Staff Engagement

More Recognitions and Proclamations

Other Ideas?



Councilmember Schmidt moved to direct the City Manager to bring back a proposed policy in the form of a Resolution on public information process to increase public attendance at council meetings and workshops for council's review and approval, seconded by Councilmember King.

Councilmember Destin offered a substitute motion to direct staff to bring back more recommendations on ways to increase public attendance at council meetings and workshops. The council will then decide whether to approve and memorialize any of the recommendations in a formal resolution; seconded by Councilmember Stephens. Motion passed 5-1 (Council members King, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember Schmidt voted "no"; Councilmember Hebert was absent from the meeting).

F. Draft minutes of Boards and Committees - For Informational Only

G. Announcements

1. The Destin Community Center will be hosting a community yard sale on Saturday, April 6th, from 8 AM to noon.

2. There will be a public workshop on April 10th, 5:30 PM, in the Annex Council Chamber, for the Destin City Center in the City owned property in the Town Center and Harbor CRA districts. Two or more members of the city council or other city boards and committees may be in attendance.

3. The city put out a QR code on the city's Facebook Page, website, and other places including the Chamber of Commerce to direct the public to a survey on the Town Center.

4. FDOT is in the process of retiming the signals on US Hwy 98 to help improve traffic flow, especially during the tourist season.

5. The city will host a City Manager meet and greet on April 15th beginning at 5 PM, in the Annex Council Chambers prior to the regularly scheduled council meeting at 6 PM to give the public the opportunity to meet and ask question of the 3 City Manager finalists.

5. PUBLIC HEARINGS

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

- A. Councilmember Stephens
- B. Councilmember Geile
 - 1) Projects status/updates

Councilmember Geile noted he has been receiving inquiries from citizens as to why they are not allowed to park on the city owned property next to the Marler Bridge.

Engineering Assistant Joe Bodi explained that when the building was demolished, it created some erosion issues that the city is concerned about. There are other safety factors involved, and that staff is currently working on stabilizing that area.

- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt

Councilmember Schmidt asked the City Manager and City Attorney to check on the status of 446 Calhoun property, to include contacting the property owner, if necessary, to check on the availability of that property. He explained that it was one of the many different parcels of land city staff were pursuing for the city to purchase.

H. Mayor Wagner

Mayor Wagner discussed a plan for securing the necessary easements for the Linear Park project, which involved mailing information out and visiting owners of parcels located within the project area to make sure they understand the process and have all the information necessary for them to make their decisions on the easement.

Councilmember Destin moved to approve the mayor's plan regarding the Linear Park project as follows:

- **Mail out flyers and other information relating to the Linear Park project to all parcels located within the project area.**
- **The mayor will then visit the parcel owners to discuss and educate them on the processes involved in the project as part of his efforts to secure the necessary easements.**

Motion seconded by Councilmember Bagby and passed 6-0 (Council members Schmidt, King, Bagby, Destin, Geile, and Stephens voted "yes"; Councilmember Hebert was absent from the meeting).

Councilmember Bagby requests staff provides the council with a list of property owners to be visited.

I. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:53 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

**REGULAR MEETING
DESTIN CITY COUNCIL
MARCH 18, 2024
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Bobby Wagner
Councilmember Torey Geile
Councilmember Johnny King

Councilmember Dewey Destin
Councilmember Terésa Hebert
Councilmember Jim Bagby

Destin City Staff

Interim City Manager Louis Zunguze
City Engineer Ryan Scott
Parks/Recreation Director Lisa Firth
Finance Director Krystal Strickland
Projects/Grants/Contract Manager Jeffrey Cozadd

City Clerk Rey Bailey
IT Director Andy Peters
Public Works Director Michael Burgess
Code Compliance Director Troy Williams
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

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

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

A. Proclamation - Government Finance Professional Week

Mayor Wagner read the proclamation designating March 18-22, as ***Government Finance Professionals Week*** in the City of Destin, and then presented the proclamation to the city’s Finance Director Krystal Strickland.

B. Joe's Bayou Presentation from FDEP

Mr. Pearce Barrett, Project Engineer from FDEP gave a comprehensive presentation on the Joe’s Bayou enhancement project. This included detailed explanations of the planned

enhancements such as increased public access to water, environmental safeguards like living shorelines, and facility upgrades including the redesign of docks and improvement of boat ramps. Feedback from community and surveys had been incorporated into the project design, showing responsiveness to public input. Key points included:

- Enhancements to Shoreline Access: Modifications for better public access and environmental protection measures.
- Fishing Pier Adjustments: Implementation of living shoreline projects to protect against erosion and environmental degradation.
- Environmental Initiatives: Introduction of new environmental structures to protect the shoreline.
- Facility Improvements: Upgrades to existing recreational and boat ramp facilities.

Progress to Date:

- Desktop investigations (review of published data)
- Development of website to serve as platform for public outreach
- Develop an online survey and analysis of the results
- Surveys (boundary, topographic, bathymetric and natural resource)
- Initial geotechnical investigations
- Assessments of existing conditions and facilities
- Architectural master plan and conceptual designs (30%)
- Pre-application permit meeting(s) with regulatory agencies (DEP, United States Army corps of Engineers (USACOE))
- Address and incorporate as appropriate comments from previous presentations
- Finalize 60% design documents and begin permitting process

Next Steps:

- Note comments from city staff, Parks and Recreation Committee, and the city council presentation of 60% designs and incorporate in preparation of 90% plans where feasible.
- Prepare 90% design documents and submit for permits with local, state, and federal permitting agencies in spring 2024
- Present 90% design documents along with permitting comments to staff, Parks and Recreation committee, and the city council
- Prepare bid documents and release for bids

Following the presentation, council members asked detailed questions about specific changes to the project such as the removal of certain docks and the rationale behind the redesign of the boat launching areas. Discussions also covered technical aspects such as the management of stormwater and adjustments to fishing and boat launching areas. Specific concerns about project timelines and safety features were raised.

Councilmember Hebert moved for approval of the current direction shown so far on the 60% Joe's Bayou Recreation Area Improvement Project plans and to have the City Manager work with FDEP and staff to move this project to 90% plans; seconded by Councilmember Destin. Motion passed 5-0 (Council members King, Hebert, Bagby Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

2. PUBLIC COMMENTS

Mr. Mike Buckingham, a Destin resident, reported an issue regarding a sub-contractor not being paid by the main contractor on a city project. He requested council intervention to ensure fairness and legal compliance.

Councilmember Bagby moved to direct staff to obtain a copy of the contract between the general contractor for the Capt Royal Melvin Heritage Park project and the sub-contractor in question, and the general contractor's statement at the completion of the project certifying that they have paid all their sub-contractors; and then reach out to the general contractor and remind them of their obligation to pay their sub-contractors; seconded by Councilmember Hebert.

Councilmember Geile recommends having the sub-contractor file a complaint or bring this matter before the Department of Business and Professional Regulations (DPBR), the organization that investigates and determines whether a citizen, sub-contractor, or firm is being treated unfairly and then takes the necessary steps to rectify the situation.

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

Mr. Shane Moody, President and CEO of the Destin Chamber of Commerce, expressed gratitude towards the council for their participation and support of a recent event involving the Destin Forward class; adding that the Destin Forward program focuses on leadership development.

3. CONSENT AGENDA

A. Declaration of City Property as Surplus (Vehicles, Equipment, and Other Miscellaneous Items)

B. City of Destin Vulnerability Assessment - Dewberry Task Work Order Amendment

C. Authorization to purchase four John Deere Gators for the Parks Department

D. Destin Fire District-Beach Safety Contract 2024

E. Approval of minutes of February 29, 2024, City Council Strategic Visioning Session

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

4. CITY MANAGER REPORTS

A. Public parking support for Destin's 67th Annual Blessing of the Fleet and Community Fish Fry on Thursday, May 9, 2024

Staff noted that the blessing of the Fleet was the catalyst for beginning Destin's Annual Week of blessings activities. The Destin Week of Blessings Committee and the Immanuel Anglican church have requested that the city waives the parking fees at the Marler Parking Lot on Harbor Blvd. on Thursday, May 9, 2024, beginning at 2:00 PM in support of this long-standing community event.

Councilmember Bagby moved to waive the parking fees at the Marler Parking Lot for the 2024 Blessings of the Fleet, effective at 2:00 PM on May 9, 2024; seconded by Councilmember Hebert. Motion passed 5-0 (Council members King, Hebert, Bagby Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

B. Pickleball Courts - 60% Construction Documents

According to the City Engineer, the city council previously directed staff to engage Jenkins Engineering, Inc. to design a pickleball area located on Indian Bayou Trail between the City Hall Annex building and the Public Works building. When the 30% plan was presented to the council on February 5, 2024, the council directed staff to work with Jenkins Engineering, Inc. to move forward to 60% plans with Option 4, which is 4 courts, none covered, and with one set of bathrooms. Staff then presented the 60% plans to the Parks and Recreation Committee. The committee voted to recommend approval of the plan with the following revisions: add temporary overflow parking on the south side of the project, swap out the tennis and basketball courts at the bottom for multi-use courts, two of the same size as the tennis courts.

After a brief discussion, Councilmember Bagby moved to direct the City Manager to work with staff and Jenkins Engineering to move forward to 90% design documents which include the recommendations from the Parks and Recreation Committee; seconded by Councilmember Hebert. Motion passed 5-0 (Council members King, Hebert, Bagby Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

C. FY 2023 Annual Audit and Financial Statements

The Finance Director presented the Fiscal Year 2023 annual audit, which showed a clean report with no significant issues. The report underscored the city's healthy financial state and effective management practices.

Motion by Councilmember Bagby, seconded by Councilmember Hebert, to accept the 2023 Annual Audit and Financial Statements for the City of Destin and the City of Destin Community Redevelopment Agency passed 5-0 (Council members King, Hebert, Bagby Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

D. FY25 Budget Calendar

The Finance Director presented a proposed budget adoption calendar for Fiscal Year 2025. The budget calendar establishes dates for the two budget and millage public hearings, budget workshops, deadlines for budget entry, and review processes and statutory deadlines.

Councilmember Bagby moved to approve the FY 2025 Budget Calendar and to set the Budget and Millage Adoption Public Hearing #1 for September 5, 2024, at 6:00 PM in the annex council chambers at 4100 Indian Bayou Trail; seconded by Councilmember Hebert. Motion passed 5-0 (Council members King, Hebert, Bagby Destin, and Geile voted “yes”; Council members Schmidt and Stephens were absent from the meeting).

E. Operations Financial Report - Informational Only

Highlights of the period ending 1/31/2024 was provided as follows:

- 75% of Ad Valorem (property) taxes have been received. Most property taxes arrive in the January/February timeframe.
- The city has expended 28% of the Operating Budget
- The city has expended 21% of the Capital Budget
- The net change in total fund balance is a year-to-date decrease of \$1.4 million. This includes the \$9 million acquisition of property at 1 Harbor Blvd.

F. Capital Project Status - Informational Only

A summary of the current capital improvement projects, showing status and Year-to-Date expenditures and encumbrances was provided.

G. TDC Monthly Report - Informational Only

A monthly report of collections of the Okaloosa County Tourist Development Tax was provided.

H. Announcements

- 1) Special City Council Meeting to be held Monday, March 25, 2024, at 6pm for RFP 24-01-ENG Utility Underground Conversion
- 2) The Destin Library will host an Easter Treat Trail for preschoolers on March 27th from 10-11 am.
- 3) The City of Destin’s annual Easter Egg Hunt will be held on Saturday, March 30th at the Morgan Sports Center beginning at 9 a.m. The Easter Egg Hunt is for youth ages 12 and under, with a special egg hunting zone for crawlers & toddlers.
- 4) The Destin Community Center will be hosting a community yard sale on Saturday, April 6th from 8 a.m. - noon. To reserve a spot and learn more details and fees for hosting a table, please call the Community Center.

- 5) The Presidential Preference Primary election will be held at the following voting precincts in the City of Destin:
 - a. Precincts 35 and 44 – Destin United Methodist Church
 - b. Precinct 20 – Destin Community Center
 - c. Precinct 49 and 50 – City Hall Boardroom

Residents should check their voting registration card to determine where to vote.

- 6) Alex Fogg provided the city with stickers for Seagrass Awareness. Code Compliance and Public Information departments will be distributing those to livery pontoon vessels soon.
- 7) The city worked with Mr. Greg Fisher and the Boating Coalition to help support the livery safety video and pontoon safety video.
- 8) Per Councilwoman Hebert's request for the city to consider improving upon trash pickup issues, the Public Works Director, Code Compliance Director, and Public Information Director met with Waste Management staff to discuss several areas to partner on improving. These include five areas in particular:
 - A. Service Day Stickers –stickers have been made available for residents at City Hall, City Annex and the Community Center. The Mayor and Public Information Officer will send a welcome letter to new residents, which will include stickers with the welcome packets.
 - B. Waste Management and the Public Information Department are going to review the "Did You Know" campaign content to better educate residents.
 - C. Waste Management and Code Compliance/Public Works are going to work even closer on communicating issues in real time.
 - D. Waste Management is going to update/improve curbside tagging.
 - E. Cleaning up delinquent accounts which are a violation of city ordinance using a multi-pronged approach.
- 9) The IT Department has converted many city cell phones to use the new mobile device management solution and plans to get everybody up to date.
- 10) A public workshop is scheduled for April 10th, beginning at 5:30 pm for the visioning workshop for the Destin City Center and city-owned properties in the Town Center CRA and Harbor CRA districts. Two or more members of the city council and/or other boards and committees may be in attendance.
- 11) Big thanks to Sheriff Eric Aden for allowing the city as part of the city's 40th birthday celebration to participate in the Captains' Hall of Fame in

5. PUBLIC HEARINGS

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

- A. Councilmember Stephens
- B. Councilmember Geile

- 1) Projects Status/Updates

Dredging operations update: The city is seeking a partnership with the county for the funding of the dredging operations and utilizing the county's contractor to do the work.

Councilmember Geile requests staff have a system in place for collecting condominium registration fees by May 4th.

- C. Councilmember Destin
- D. Councilmember Bagby

1) Letter of appreciation to the Northwest Florida Legislative Delegation

Councilmember Bagby moved to direct staff to draft, and for the mayor to execute, a letter thanking the NWF Legislative Delegation for their hard work in securing funding for the city's priorities; seconded by Councilmember Hebert. Motion passed 5-0 (Council members King, Hebert, Bagby Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

2) Letter requesting the governor support funding items in the city budget

Councilmember Bagby moved to direct staff to draft, and for the mayor to execute, a letter asking the Governor to favorably consider the legislation and the moneys appropriated by the legislature for the City of Destin's projects; seconded by Councilmember Hebert. Motion passed 5-0 (Council members King, Hebert, Bagby Destin, and Geile voted "yes"; Council members Schmidt and Stephens were absent from the meeting).

Councilmember Bagby asked staff to find other funding sources that would allow the city to use the following amount of money secured by the NWF Legislative Delegation:

- \$1 million for the Four-Pronged Lake project
- \$200,000 for the Hwy 98/Stahlman Avenue intersection project
- \$100,000 for the dredging project.

Councilmember Bagby requested that the following item be placed on the next regular council meeting agenda under his name: *Discussion on staff's catch-up plans for Renewal and Replacement funds.*

- E. Councilmember Hebert
- F. Councilmember King

Councilmember King raised concerns about recent traffic incidents and public safety, urging the council to prioritize traffic calming measures and pedestrian safety enhancements in upcoming projects.

- G. Councilmember Schmidt
- H. Mayor Wagner
- I. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:30 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 6, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

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

FROM: Ryan Scott, City Engineer

DATE: April 29, 2024

SUBJECT: Dolphin Point- Hold Harmless and Maintenance Agreement
(April 15, 2024 Motion: Councilmember Stephens moved for the City Manager to work with the applicant and staff to move forward to permit the project for the removal of the public parking spaces, and to include an agreement for installation and maintenance in perpetuity and bring it back for the council's approval at the next meeting. Motion seconded by Councilmember Hebert and passed 7-0).

I. BACKGROUND: At the April 15, 2024 City Council meeting, the Dolphin Point Homeowners Association's (HOA) request to remove nine public parking spaces within the Moreno Point Road right-of-way was approved with the following motion:

"Councilmember Stephens moved for the City Manager to work with the applicant and staff to move forward to permit the project for the removal of the public parking spaces, and to include an agreement for installation and maintenance in perpetuity and bring it back for the council's approval at the next meeting. Motion seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes")."

II. DISCUSSION: Staff have been working with the Dolphin Point HOA and their attorney to produce a Hold Harmless and Maintenance Agreement.

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

II. Enhanced quality of life and safety for families

IV. Effective, efficient, and aesthetically pleasing infrastructure

VI. A green and sustainable environment

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): Eliminates unneeded city infrastructure and promotes a more secure development for Dolphin Point.

D. Legislative Sponsor:

III. CONCLUSION: Staff is recommending moving forward with the proposed Hold Harmless and Maintenance Agreement.

IV. RECOMMENDED MOTION: I move to approve the Hold Harmless and Maintenance Agreement with the Dolphin Point Homeowners Association (HOA) as presented.

ALTERNATIVE MOTION:

I move to approve the Hold Harmless and Maintenance Agreement with the Dolphin Point Homeowners Association (HOA) with the following revisions:

Attachments:

1. Hold Harmless_Dol Pt

HOLD HARMLESS AND MAINTENANCE AGREEMENT

THIS HOLD HARMLESS AND MAINTENANCE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between the CITY OF DESTIN (the “City”), a Florida municipal corporation, 4200 Indian Bayou Trail, Destin, Florida 32541, and DOLPHIN POINT CONDOMINIUM ASSOCIATION OF DESTIN, INC. (the “Association”), a Florida not-for-profit corporation, 30 Moreno Point Road, Destin, Florida 32541.

WHEREAS, for the purposes of safety, protection of investment and for other reasons, and as part of the continued updating of the City’s roadway system and public rights of way, the City does maintain the two-lane roadway, nine (9) paved parking spaces and pathway/sidewalk located within the corporate limits of the City and known as Moreno Point Road, adjacent to the Dolphin Point Condominium, a Condominium according to the Declaration of Condominium Ownership of Dolphin Point, a Condominium, recorded at Official Records Book 877, Page 653, of the Official Records of Okaloosa County, Florida, and as the same has been amended from time to time; and

WHEREAS, the Association requested that the City allow removal of nine (9) paved public parking spaces located on the west side of Moreno Point Road adjacent to the boundary of Dolphin Point Condominium; and

WHEREAS, the Destin City Council by unanimous vote of approval in its meeting held May 15, 2024, at and for which the matter of the Association’s request to allow removal of nine (9) public parking spaces located on the west side of Moreno Point Road adjacent to the boundary of Dolphin Point, a Condominium was a published agenda item, approved the Association’s Request subject to a written agreement being prepared, to be submitted to and approved by the City Council and executed by the parties to provide that the Association will be solely responsible for the cost of removal of the parking spaces, for installation of an extension of the existing sidewalk along the area from which the parking spaces will be removed, for landscaping of the area from which the parking spaces will be removed, and for future costs of maintenance, landscape maintenance, and repair and replacement of the sidewalk and landscaping of the area from which the parking spaces will be removed, and for a hold harmless and indemnity agreement from the Association to and for the benefit of the City; and

WHEREAS, the Association agrees to the aforesaid requirements of the City; and

WHEREAS, the Association and the City wish to document the obligations and conveyances contemplated by each party, and the order and procedure by which these obligations shall be discharged.

NOW THEREFORE, in consideration of the mutual covenants hereinafter expressed, and the City's reliance upon those presents, the parties agree and commit themselves as follows:

1. The foregoing recitals are true, correct and complete.
2. Term and Termination. This Agreement shall commence immediately upon execution by both parties and thereafter shall continue in perpetuity unless otherwise terminated by further written agreement of the parties or by operation of the terms contained herein.
3. Fees and Costs. The Association will pay the fees and costs reasonably incurred to effect the removal of the parking spaces, to install the sidewalk extension, to provide landscaping of the area from which the parking spaces will be removed, and for future costs of maintenance, landscape maintenance, and repair and replacement of the sidewalk and landscaping of the area from which the parking spaces will be removed, all in perpetuity for the term of this Agreement.
4. Improvements.
 - a. Prior to making any changes of improvements to the City's right-of-way pursuant to this Agreement, the Association shall provide to the City a detailed plan showing the scope of work and location of the proposed changes or improvements. The City may, in its discretion, require changes or additions to the plan.
 - b. The plan shall set forth all materials which are proposed to be used. Only materials which are approved by the City and which appear on the approved list of the Florida Department of Transportation shall be allowed.
 - c. The Association shall install and maintain an irrigation system (including low voltage control valves) to stimulate growth of plant material. The system shall be installed and maintained so as to contain all drip, spray or stream of water and prevent pooling or puddling or collecting on the adjacent roadway, or directly or indirectly affecting vehicular traffic, pedestrians, or the roadway surface, sub-surface or base.
 - d. The Association may install and maintain a low voltage lighting system within the area of its responsibility depending on current code requirements.
 - e. All improvements shall become property of the City.
5. Maintenance. The Association shall assume, at its own expense, all maintenance, irrigation and landscaping and other improvements within the area of responsibility, as follows:

- a. Maintenance as a minimum shall include mowing, edging, trimming, pruning, sweeping, trash and vegetative debris removal and
 - b. Maintenance of all low voltage lighting, irrigation (including low voltage control valves) and landscaping in the area of responsibility and irrigation system as may be installed.
6. Prohibited Improvements. The Association shall not construct, place or plant any object within the area of responsibility which could be construed as a barrier, or which could in any way cause damage to any person, public property or private property.
7. Code Compliance. Installation and maintenance shall meet or exceed all Federal, State and local laws, regulations and codes including, by reference the Destin LDC, FDOT Standard Index 544 & 546, FDOT Median Handbook, to the extent applicable. Should codes conflict with each other, the most restrictive code shall govern.
8. Inspection. The City shall have the right to inspect from time to time the Association's performance hereunder. The City may advise the Association of any adverse findings of such inspection.
9. Permit Fees. The City requires all applicable permit fees or bonds associated with the initial or subsequent improvement projects related to the area of responsibility, and that of any requisite permits be obtained by the Association.
10. Notice of Changes. Each party shall have the obligation of notifying the other party of any events or circumstances that will affect either party's ability to carry out their duties under this Agreement.
11. Time. Time is of the essence in this Agreement.
12. Remedies. In the event the Association fails to comply with any term or condition of this Agreement, the City shall have the right to terminate this Agreement and to thereafter use or utilize the area from which the parking spaces will be removed for any proper public purpose.
13. Indemnity and Hold Harmless. The Association shall hold the City harmless from and indemnify the City for any and all claims, demands, liens, and judgments or liability related to any claims arising from and/or related to the removal of the parking spaces, for installation of an extension of the existing sidewalk along the area from which the parking spaces will be removed, for landscaping of the area from which the parking spaces will be removed, and for future costs of maintenance, landscape maintenance, and repair and replacement of the sidewalk and landscaping of the area from which the parking spaces will be removed.

14. Insurance. The Association shall, during the term of this Agreement, and at its sole expense, obtain and keep in force, with the City named as additional insured, commercial general liability insurance, including personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability and products and completed operations liability in limits not less than \$1,000,000.00 for each occurrence and in the aggregate. (The aggregate limits of such insurance to apply specifically to the rights-of-way and not to multiple locations.) The Association, during any installation of improvements, construction, maintenance or repairs, shall maintain Worker's Compensation coverage as required in Florida by general law. The Association shall obtain a written obligation on the part of each insurance company to notify the City at least thirty (30) days prior to the cancellation of each insurance.
15. Attorney's Fees. In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation.
16. Governing Law, Venue, Jury Trial Waiver. The parties intend that this Agreement and the relationship of all parties shall be governed by the laws of the State of Florida. Venue of any action relating to the enforcement of this Agreement shall be in Okaloosa County, Florida and no place else. Trial by jury regarding any and all issues is waived by both parties.
17. Headings. The headings of sections herein are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections or subsections.
18. Assignment. This Agreement is not assignable, except to the extent that the assignee assumes the obligation to complete the Agreement.
19. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
20. Modification. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and the Association.
21. Waiver. Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.
23. Binding on Successors. This Agreement is binding on both of the parties, their successors, administrators, and assigns. The Association shall also record this Agreement in the public records of Okaloosa County and pay all recording costs associated therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Signed in the presence of:

DOLPHIN POINT CONDOMINIUM
ASSOCIATION OF DESTIN, INC.

Print Name:

By: Alisa Armstrong Belcher
Its President

Print Name:

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or** ☐ **online notarization**, this ____ day of April, 2024, by Alisa Armstrong Belcher, as President and on behalf of Dolphin Point Condominium Association, Inc., who is ☐ personally known to me or ☐ produced the following identification _____.

NOTARY PUBLIC

My Commission Expires:

CITY OF DESTIN
A municipal corporation

By Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or** ☐ **online notarization**, this ____ day of April, 2024, by Bobby Wagner, as Mayor and on behalf of the City of Destin, who is ☐ personally known to me or ☐ produced the following identification _____.

NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence or** ☐ **online notarization**, this ____ day of April, 2024, by Rey Bailey, as City Clerk and on behalf of the City of Destin, who is ☐ personally known to me or ☐ produced the following identification _____.

NOTARY PUBLIC
My Commission Expires:

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 6, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.B.**TO:** City Council**THRU:** Louis Zunguze, Interim City Manager
Kimberly Kopp, City Attorney**FROM:** Ryan Scott, City Engineer
Krystal Strickland, Finance Director**DATE:** April 29, 2024**SUBJECT:** Mobility Plan - Project Priority List
(February 20, 2024 Motion: Councilmember Destin moved to direct staff to schedule a council workshop within the next 6 weeks to obtain feedback from the public on the proposed priority list of projects and to get the Public Works/Safety Committee's opinion with regard to the list. Motion seconded by Councilmember Bagby and passed 6-0).

I. BACKGROUND: At the March 1, 2021, City Council meeting, Council passed a motion to replace transportation concurrency (MMTD) with a **Mobility Fee-Based Plan**. Staff have been working with **3TP Ventures** to create a **Mobility Plan** for the City to adopt and update the Transportation Concurrency requirements (Transportation Impact Fees). as part of the new Land Development Code rewrite project.

After an exhausted review and analysis of the City's streets, intersections, and sidewalks, a draft list of the projects to be included in the plan was presented to the public during a **Public Workshop** held on August 29, 2023. Staff also presented the recommendations and received feedback from the **Public Works/Public Safety Committee** on August 15, 2023, the **Parks and Recreation Committee** on August 22, 2023, and the **Local Planning Agency** on October 19, 2023. The agenda item materials show the lists of projects by phase and how each scored.

Staff and 3TP Ventures brought this item to the City Council on February 20, 2024. The following motion was passed:

"Councilmember Destin moved to direct staff to schedule a council workshop within the next 6 weeks to obtain feedback from the public on the proposed priority list of projects and to get the Public Works/Safety Committee's opinion with regards to the list; seconded by Councilmember Bagby. Motion carried 6-0 (Council members King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes")."

Following that motion, Staff proceeded as follows:

a.) Staff took the project priorities to the **Parks & Recreation Committee** on March 5, 2024, and they passed the following motion:

“Motion by Committee member Birch, seconded by Committee member Johnson to accept the Draft Mobility Plan as presented. The motion passed 4-0.”

b.) Staff took the project priorities to the **Public Works/Public Safety Committee** on March 12, 2024, and they passed the following motion:

“Motion by Chairman Wood to recommend the City Council adopt the Draft Mobility Plan and prioritization as previously presented, with Committee member Green providing the second, the motion passed 5-0.”

c.) Staff took the project priorities to the **Local Planning Agency** on March 21, 2024, and they passed the following motion:

“Motion by Agency member Bell to recommend City Council adopt the Mobility Plan and Prioritization as presented, with Agency member Purut providing the second. No vote.

Motion by Agency member Buhr for CP3 to be removed from the Mobility Plan, with Committee member Bell providing the second 3-1 with Wood dissenting.

Agency member Buhr offered a substitute motion to Agency member Bell’s original motion to recommend the Draft Mobility Plan as presented with the removal of CP3, as already passed, from the plan. Agency member Bell provided the second. The motion passed 4-0.”

d.) Staff held a **public workshop** on Tuesday, March 26, 2024, and received no additional feedback.

II. DISCUSSION: The purpose of this agenda item is to brief the City Council on the phasing recommendations for the projects in the plan and receive feedback from the Council on the priorities as recommended. City Council feedback on the priorities is requested prior to bringing the **Draft Mobility Plan** forth for adoption, which is anticipated in the immediate coming months. The **Draft Mobility Plan** document is substantially complete and will be published for review as soon as possible after City Council is briefed on this item and has communicated its priorities to staff.

The Community Development Department has been working to vet, prioritize, and create final recommendations for the **Draft Mobility Plan**, which identifies projects to address transportation needs through 2050. The **Draft Mobility Plan** includes a comprehensive list of projects the City can undertake and fund with mobility fees and other sources of funding.

In addition to being a roadmap for future transportation network investment, the priorities of the **Mobility Plan** will be used in calculating a new **Mobility Fee** for the City to replace the current Transportation Impact Fee. The background work to calculate the fee has been commenced and can be finalized after the **Draft Mobility Plan** is adopted.

All the projects in the **Draft Mobility Plan** have been identified for implementation in the **short, medium, or long term**. This phasing strategy is based on the prioritization methods developed by staff and the consultant team working on the project (shown as the benefit score in the materials) as well as the results of community engagement and City Committees' input around their stated priorities.

A. Link to Strategic Goals / Objectives:

- I. Financially sound city providing service excellence
- II. Enhanced quality of life and safety for families
- III. Economic development and revitalization
- IV. Effective, efficient and aesthetically pleasing infrastructure
- V. Improve mobility and connectivity
- VI. A green and sustainable environment

B. Effect on Budget (EOB): There is no effect on the 2024 budget. After the mobility plan is approved and adopted by Council, this will become the base to set mobility (impact) fees to accomplish the listed projects.

C. Level of Service (LOS): Upgrade to a variety of services and improve function, safety, and efficiency throughout the City.

D. Legislative Sponsor:

III. CONCLUSION: Staff is requesting City Council direction on the priorities prior to bringing the **Draft Mobility Plan** forth for adoption.

Staff and the consultant team will present a summary of the project recommendations followed by a facilitated discussion with the City Council on specific questions or recommendations on projects that individual members have.

IV. RECOMMENDED MOTION: I move to direct the City Manager to work with Staff and 3TP Ventures to move forward with completing the Draft Mobility Plan with the priorities as presented and bring back the draft plan for discussion and adoption.

ALTERNATE MOTIONS:

I move to direct the City Manager to work with Staff and 3TP Ventures to move forward with completing the Draft Mobility Plan and with the following priority revisions (**add any additional revisions**) and to bring back the proposed draft plan for discussion and adoption.

I move to direct the City Manager to work with Staff and 3TP Ventures to move forward with completing the Draft Mobility Plan with the removal of CP-3 as recommended by the Local Planning Agency (LPA) and with the following additional priority revisions (**add any additional revisions**) and bring back the draft plan for discussion and adoption.

Attachments:

- 1. DestinMobilityPlanv2
- 2. DestinMobilityPlan_PrioritizationMemo_120523_V2

DESTIN MOBILITY PLAN

February 2024



ACKNOWLEDGEMENTS



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The City of Destin would like to thank both staff and residents who dedicated their time and energy into creating a mobility plan that reflects our vision of “a family-oriented beach and fishing community where people want to live, work, and play and where visitors are welcomed to respectfully enjoy our community and its resources.”

DESTIN STAFF:

- City Manager
Lance Johnson
- Community Development Director
Louis Zunguze
- Principal Planner
Steve O'Connor
- Senior Planner
Daniel Butler
- Planner
Christopher Willis
- Planner
Rachel Hoag

DESTIN CITY COUNCIL:

- Mayor Bobby Wagner
- Councilman Matthew Sweetser
- Councilman Torey Geile
- Councilman Dewey Destin
- Councilman Jim Bagby
- Councilwoman Terésa Hebert
- Councilman Johnny King
- Councilman Kevin Schmidt

Consulting provided by:
3TP VENTURES
Think ► Plan ► Do

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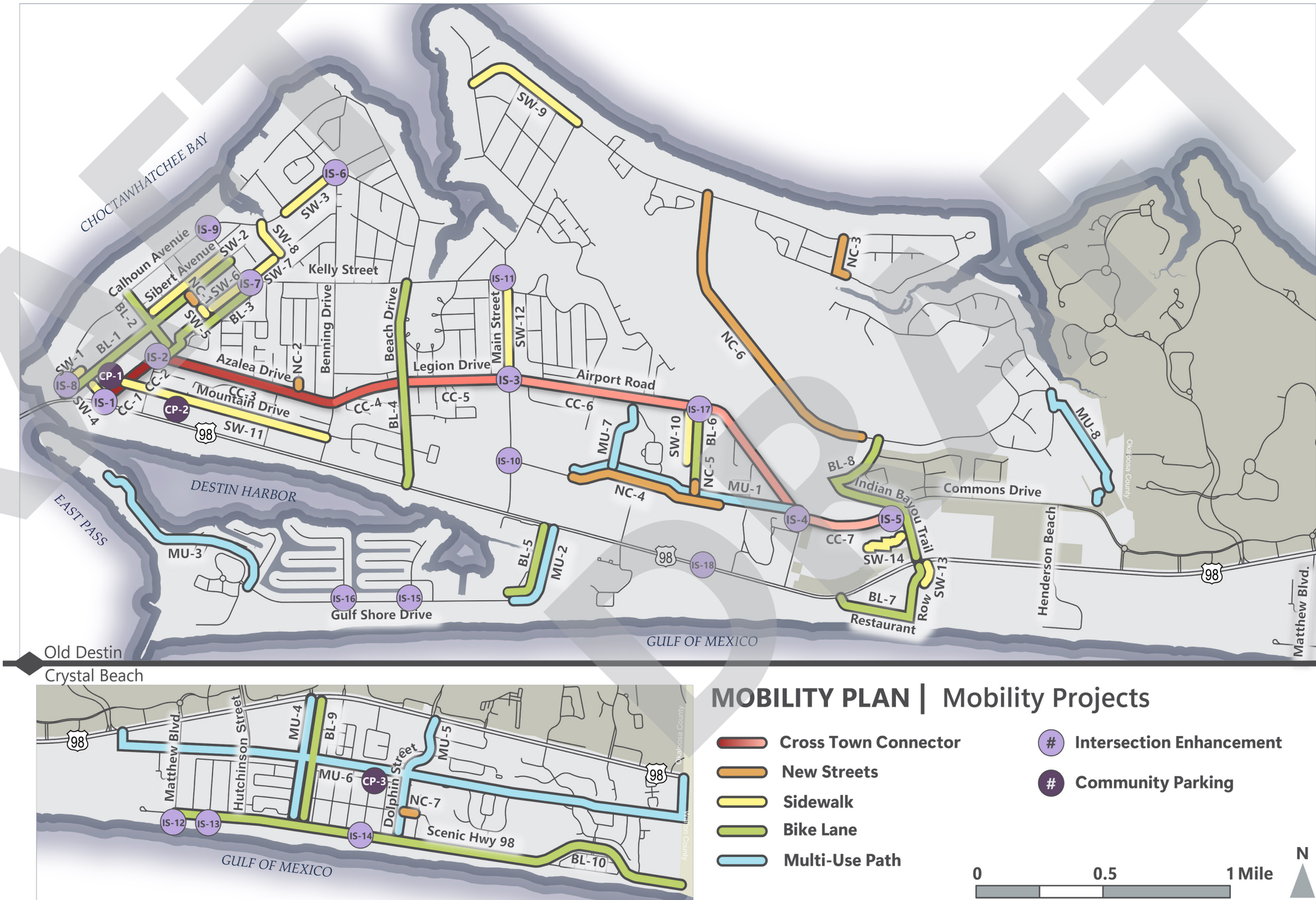
 Safety.....

EXECUTIVE SUMMARY

The Mobility Plan is the City's transportation strategy that implements the Comprehensive Plan. Its purpose is to help ensure proper maintenance of transportation network capacity through 2050, identify and address safety issues, increase options for walking and biking, and establish an up-to-date mobility fee that supports implementation of the projects listed in this plan. The mobility fee will provide support for current development decisions, and help mitigate the impact of new development.

The Plan is presented in two parts. The first section lays out the projects and why they were selected for inclusion in the plan as well as providing prioritization scores and an implementation approach. The second section describes the existing and forecasted conditions that justify the need for these projects. It includes a population and employment forecast for 2050 and a summary of existing transportation conditions.

There are 65 mobility projects which include the Cross Town Connector, New Streets, Sidewalks, Bike Lanes, Multi-Use Paths, Intersection Enhancements, and Community Parking. The following map displays the projects that are recommended by this Plan.



Chapter 1 Overview

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The intent of the Destin Mobility Plan is to ensure our transportation system meets the City's needs well into the future. The transportation projects described in this plan will provide additional capacity, enhance safety, and help make walking and bicycling safer and more convenient travel options for residents, workers, and visitors alike.

The mobility plan is the transportation strategy for implementing the City's Comprehensive Plan. Destin's goal for transportation, as described in the Comprehensive Plan, is to "maintain and continue to improve upon an efficient, high quality, multimodal transportation system that balances community circulation needs with regional travel demand."

The City intends to achieve its transportation goal and implement this plan through a mobility fee. The fee will provide funds for constructing the transportation improvements listed in this plan, which are needed to accommodate impacts created by development. As the Mobility Plan is implemented through the fee revenue it will promote more efficient, safe, and convenient mobility.

1.1 Transportation Projects

More than 60 transportation improvement projects are included in this plan. These projects will either provide a new transportation facility or improve the performance an existing facility. New facilities are intended to close gaps in the transportation network. For example, connecting the two existing ends of Mattie M. Kelly Boulevard will allow for another direct connection between Airport Road and U.S. 98. This type of project makes the system more resilient by providing alternative routes in the case of an emergency or disruption to another transportation facility, alleviating congestion on other transportation facilities, and supporting walking and bicycling as viable modes of transportation by providing more direct travel routes. Other projects included in this plan will help make the transportation system function better by improving a congested intersection or making parts of the network safer for all users. Together, these projects will help keep Destin moving well into the future.

1.2 Implementation Overview

Destin intends to implement the Mobility Plan through a new mobility fee. This would be a one-time charge levied by the City on new development to help pay for growth-related transportation infrastructure costs. The mobility fee would replace the transportation impact fee, last updated in 2009. The mobility fee will list the fee by land use and by district.



Chapter 2 Why This Plan?

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DESTIN IN 2023



Population and Employment

Destin needs to improve its transportation system because it's a growing city. The current system is struggling to meet the demands placed on it. Between 2010 and 2020, Destin's population grew by more than 13%. The City also is an increasingly popular tourism destination. Destin needs to improve capacity, safety, parking options, and opportunities to bike and walk, even if it never adds another resident, tourist, or job. The City's growth makes the transportation needs even more pressing.

Mobility

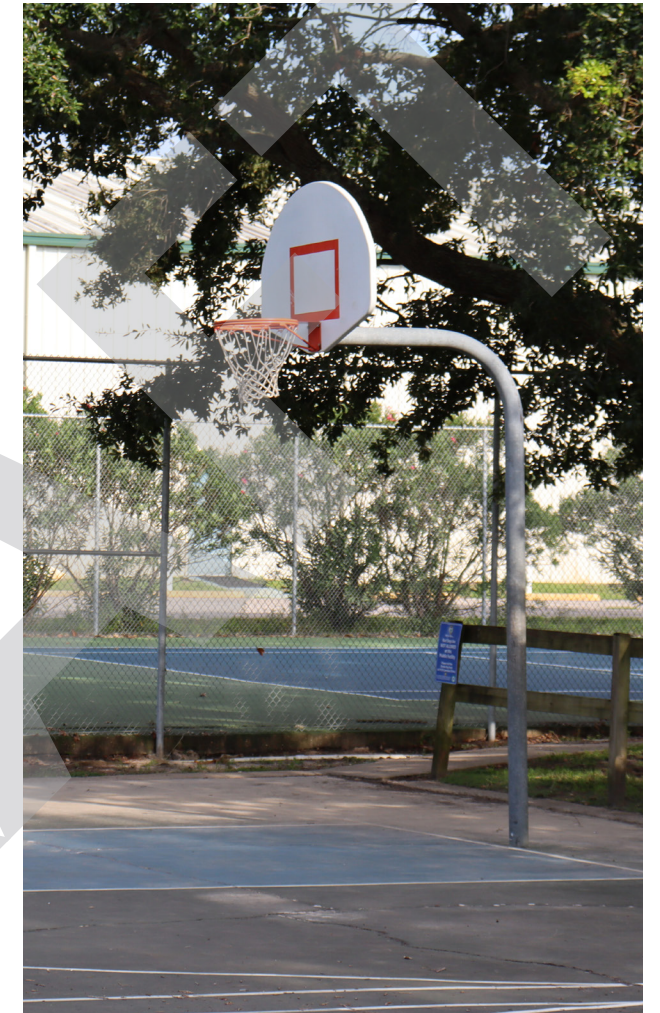
Most roadways in Destin are hovering just above what City policy considers to be an acceptable level of service. A few segments of U.S. 98 are failing against the City's standard, but this is a state-maintained roadway and improvements must be made in close coordination with the Florida Department of Transportation (FDOT). All streets maintained by the City are above the level of service threshold, however, that may not last.

Most segments of U.S. 98 have seen traffic increase by more than 15% between 2017 and 2021. Many of the city-maintained collector roadways have seen traffic increase much faster. Traffic volumes on portions of Benning Drive, Kelly Street, Calhoun Avenue, Regatta Bay Boulevard, Matthew Boulevard, Scenic Highway 98, and Sibert Avenue have increased by more than 25%. While none of these facilities are failing the City's level of service standard, unabated growth in vehicular traffic volumes would eventually cause unacceptable levels of traffic congestion.

Safety

Crashes are a significant issue across Florida. The most severe crashes in Destin – resulting in a serious injury or fatality – are concentrated on U.S. 98, particularly on the western and eastern thirds. The stretch of U.S. 98 between Sibert Avenue and Palmetto Street has an especially pronounced concentration of crashes. The roadways that comprise the Cross Town Connector also stand out for crashes. This is likely a result of these roadways accommodating the most traffic, but more detailed safety analysis will be needed to understand why crashes are occurring at particular intersections or segments of roadway, and to target improvements accordingly. As a result, some of the intersection improvements listed in this plan call for a focused study before moving into design and construction of improvements.

DESTIN IN 2050



Population and Employment Forecast

Destin is expected to add more than 2,100 year-round residents and nearly 1,900 seasonal residents between 2020 and 2050. The Town Center Commons and Village planning areas are expected to receive about half of the population growth. Population growth is forecasted for six of its eight planning areas with only Airport and Henderson Beach not expected to add any population.

Employment is also expected to grow, with the City forecast to add more than 1,200 jobs between 2020 and 2050. Employment growth is expected in all eight planning areas, though very minimally in the Airport and Henderson Beach areas. The Harbor and Town Center Commons areas are expected to be the focus of employment growth through 2050.

DESTIN IN 2050



Transportation Impact

Destin’s forecasted growth will drive future transportation demand, performance, and investment needs. The full-time and seasonal population growth is expected to generate demand for more than 1,000 new housing units by 2050. Each of these housing units can be expected to add several trips per day to the already strained transportation system. The additional travel generated by population and employment growth in 2050 would likely cause unacceptable conditions on many roadways in the absence of transportation improvements.

The projects in this plan are intended to accommodate this increased demand while maintaining a reasonable level of service. Among the options for improving the transportation network’s performance are better connectivity, which will provide more options for travelers to avoid U.S. 98, intersection improvements to reduce delay and improve safety, and shifting people to other modes of travel, such as walking, biking, and transit.

Chapter 3 The Plan

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3.1 Big Picture

Destin's geography, with water on three sides, and lack of large tracts of undeveloped land mean that transportation improvements must focus primarily on enhancing the existing system. Building another large arterial roadway, such as U.S. 98, is not feasible. As a result, U.S. 98 will need to handle large traffic volumes and will likely have some degree of congestion well into the future.

But there are solutions. This plan provides a roadmap for meeting people's mobility needs by building a more connected street network that supports travel by a variety of modes, including walking and bicycling. Providing people with more route options and more mode choices is the best solution for a city with Destin's unique features that limit the options for substantially expanding roadway capacity.

The projects listed in this section focus primarily on two big picture objectives – providing greater network connectivity and enhancing safety. The network connectivity projects can be sorted into three buckets,

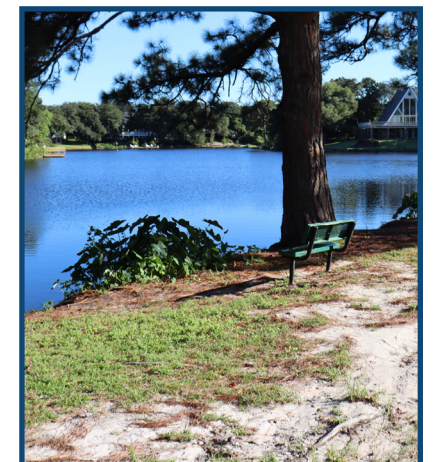
which are the Cross Town Connector, new streets, and pedestrian/bike improvements. The Cross Town Connector will provide an alternative to the congested U.S. 98 for east-west travel. The project will connect a series of roads running parallel to U.S. 98 with a more consistent streetscape and design, and close remaining gaps that prevent these streets from providing an alternative route option. The new streets and pedestrian/bike projects will help close network gaps, which will provide travelers with a wider set of route options and make it easier to walk and bike, giving people more choices other than driving, particularly for short trips.

The intersection enhancement projects are primarily focused on safety and congestion reduction. These projects are focused on improving intersections with known deficiencies. The recommended improvements are clear for some of these intersections. While others will require a more detailed study to select the best option for improving the intersection.

The final category of projects is community parking. These projects will help to provide convenient parking near popular destinations, such as the Harbor Boardwalk. This strategy can help alleviate traffic

congestion by reducing the amount of driving people do while searching for a parking space. Community parking lots or decks can also support redevelopment of land that is used to provide surface parking for local businesses. This is because a parking deck can provide more parking on less land, opening up valuable real estate for additional businesses, housing, parks, or other desired land uses.

Together, the set of projects help secure a better future for people that use Destin's transportation network. They will help reduce crashes, give people more travel options, and support the City's goals for land use and development. The following sections describe the projects in detail.



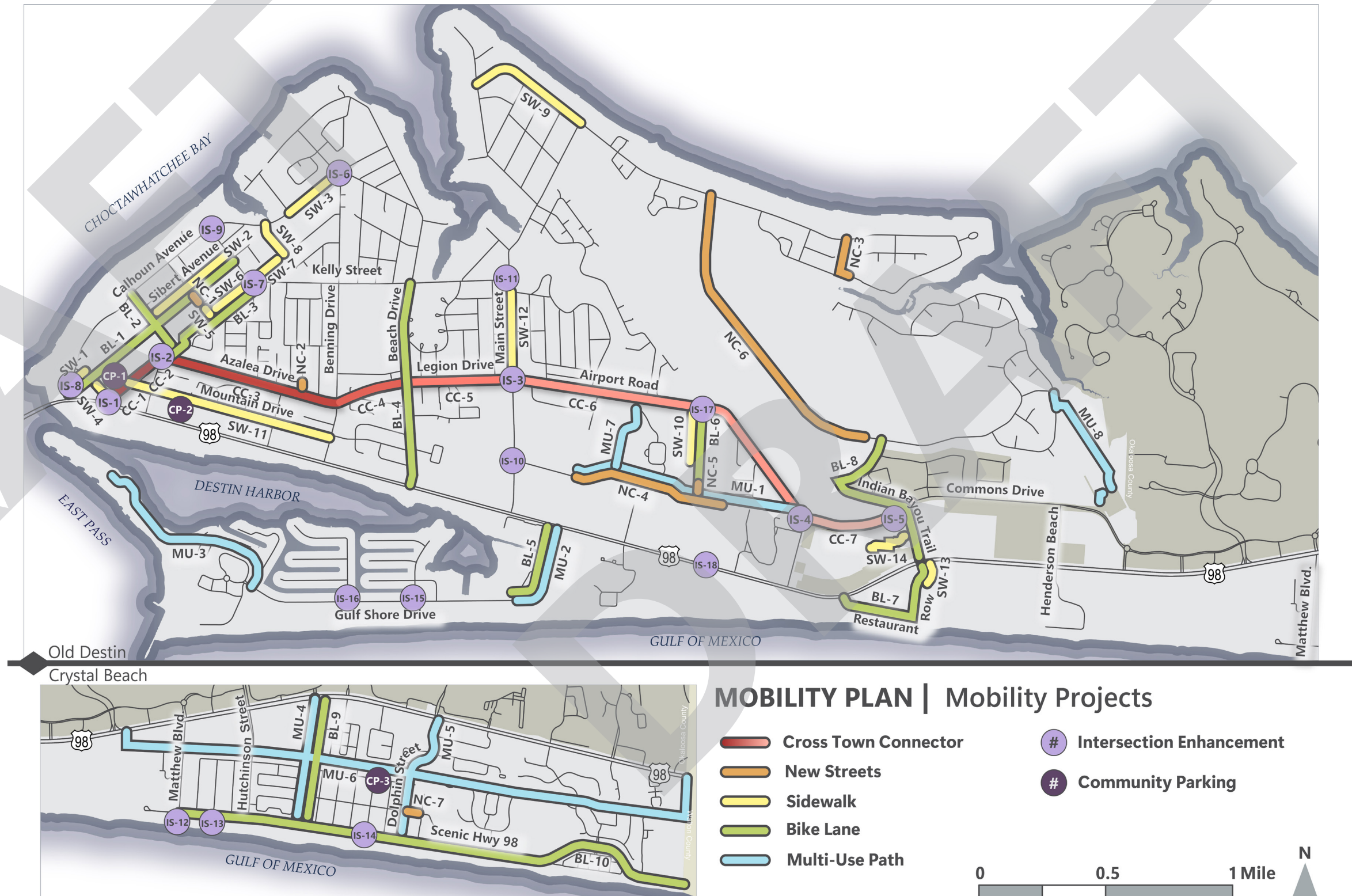
3.2 Project Descriptions

The Mobility Plan includes nearly 70 individual projects. The projects are displayed in the following map. The number of projects broken out by category is:

- **Cross Town Connector:** Seven projects are needed to complete this facility.
- **New Streets:** Seven of the projects would close a gap in the network with a new street.
- **Bicycle/Pedestrian:** Thirty-two of the projects would add a sidewalk, bicycle facility, or multi-use path to support more accessible and comfortable facilities.
- **Community Parking:** Three of the projects would add community parking solutions where there is a shortage of parking.
- **Intersection Enhancement:** Eighteen of the projects would enhance safety and performance at key intersections.

The projects span a wide range of complexity and cost. They include small segments of new sidewalk up to a new parking deck and a continuous parallel roadway providing relief from U.S. 98 (the Cross Town Connector).

Combined, the projects would cost approximately \$152 million dollars and their implementation will likely take a couple of decades or longer to complete. The pace at which these projects can be constructed will depend in part on the rate of development in Destin, since the mobility fee will provide funds needed to advance the projects. The prioritization method and results are described later in this section, after the project descriptions.



Destin’s Network Connectivity Projects: Cross Town Connector

Destin Cross Town Connector Projects List			
Name	ID	Location	Improvement
Stahlman Avenue	CC-1	Harbor Boulevard to Mountain Drive	Add lighting; reconstruct east side with buffer, trees, wider sidewalk, and pedestrian amenities
Stahlman Avenue	CC-2	Mountain Drive to Azalea Drive	Reconstruct with parking (west side), buffer and trees (east side), lighting, pedestrian amenities, and multi-use pathways
Azalea Drive	CC-3	Stahlman Avenue to Benning Drive	Add trees, lighting, pedestrian amenities, and multi-use pathways to fill gaps; Add planted median where feasible
Azalea Drive Extension	CC-4	Azalea Drive to Legion Drive	Add trees, lighting, and pedestrian amenities
Legion Drive	CC-5	Beach Drive to Main Street	Add trees, lighting, and pedestrian amenities
Airport Road	CC-6	Main Street to Commons Drive	Add trees, lighting, and pedestrian amenities
Commons Drive	CC-7	Airport Road to Indian Bayou Trail	Add trees and pedestrian amenities

Destin’s Network Connectivity Projects: New Streets

Destin New Street Projects List			
Name	ID	Location	Improvement
Pine Street	NC-1	Sibert Avenue to Blue Marlin Court	New local street (residential)
Sailfish Drive	NC-2	Azalea Drive to Sailfish Circle	New local street (residential)
Indian Bayou North Extension	NC-3	Current end of Indian Bayou North to Indian Trail	New local street (residential)
98 Palms Boulevard	NC-4	From existing end of 98 Palms Boulevard to Mattie M. Kelly Boulevard	New minor collector
Mattie M. Kelly Boulevard	NC-5	From existing ends of northern and southern roadways	New minor collector
Sunchase Boulevard	NC-6	Indian Bayou Trail to Indian Trail	New minor collector
John Avenue	NC-7	Dolphin Street to Sunfish Street	New local street (residential)

Destin’s Network Connectivity Projects: Bike/Pedestrian

Destin Sidewalk Projects List			
Name	ID	Location	Improvement
Sibert Avenue Sidewalk	SW-1	Calhoun Avenue to Zerbe Street	East side sidewalk
	SW-2	Forest Street to Kelly Street	East side sidewalk
	SW-3	Cross Street to Benning Avenue	East side sidewalk
Zerbe Street Sidewalk	SW-4	Sibert Avenue to Stahlman Avenue	South side sidewalks
Pine Street Sidewalk	SW-5	Blue Marlin Court to Stahlman Avenue	North side sidewalk
Stahlman Avenue Sidewalk	SW-6	Pine Street to Primrose Lane	Sidewalk
	SW-7	Kelly Street to Hickory Street	West side sidewalk
Hickory Street Sidewalk	SW-8	Stahlman Avenue to Sibert Avenue	South side sidewalk
Indian Trail Sidewalk	SW-9	Bayou Drive to Main Street	South side sidewalk
Mattie M. Kelly Boulevard (northern) Sidewalk	SW-10	Existing sidewalk to Airport Road	West side sidewalk
Mountain Drive Sidewalk	SW-11	Stahlman Avenue to roundabout	North side sidewalk
Main Street Sidewalk	SW-12	Legion Drive to Kell Aire Drive	East side sidewalk
Restaurant Row Sidewalk	SW-13	Public parking lot to U.S. 98	East side sidewalk
Town Hall Pedestrian Access	SW-14	Indian Bayou Tr to Destin City Hall	Sidewalk

Destin Bike Projects List			
Name	ID	Location	Improvement
Sibert Avenue Bicycle Lanes	BL-1	Calhoun Avenue to Kelly Street	Bicycle Lanes
Forest Street Bicycle Lanes	BL-2	Calhoun Avenue to Stahlman Avenue	Bicycle lanes
Stahlman Avenue Bicycle Lanes	BL-3	Azalea Drive to Kelly Street	Bicycle lanes
Beach Drive Bicycle Lanes	BL-4	Harbor Boulevard to Kelly Street	Bicycle lanes
Gulf Shore Drive Bicycle Lanes	BL-5	Sandpiper Cove to Harbor Boulevard	Bicycle lanes
Mattie M. Kelly Boulevard (northern) Bicycle Lanes	BL-6	Existing end roadway to Airport Road	Bicycle lanes
Scenic 98 (west)/Restaurant Row Bicycle Lanes	BL-7	Emerald Coast Parkway to Emerald Coast Parkway	Bicycle lanes

Indian Bayou Trail Bicycle Lanes	BL-8	Emerald Coast Parkway to Country Club Drive	Bicycle Lanes
Crystal Beach Drive Bicycle Lanes	BL-9	Scenic 98 to Emerald Coast Parkway	Bicycle Lanes
Scenic 98 (east) Bicycle Lanes	BL-10	Matthew Boulevard to Walton County Line	Bicycle Lanes

Destin Multi-use Path Projects List

Name	ID	Location	Improvement
Powerline easement (west) Multi-use Path	MU-1	Main Street to Airport Road	Multi-use path
Gulf Shore Drive Multi-use Path	MU-2	Sandpiper Cove to Harbor Boulevard	West side multi-use path
	MU-3	Norriego Point to Durango Road	West/south side multi-use path
Crystal Beach Drive Multi-use Path	MU-4	Scenic 98 to Emerald Coast Parkway	East side multi-use path
Dolphin Street/Regatta Bay Boulevard Bicycle Lanes and Multi-use Path	MU-5	Scenic 98 to Emerald Coast Parkway	East side multi-use path
Powerline easement (east) Multi-use Path	MU-6	Emerald Coast Parkway to Walton County Line	Multi-use path
West of Twin Lakes	MU-7	98 Palms Boulevard to Airport Road	Multi-use path
Indian Trail to Destin High School	MU-8	Indian Trail to Destin High School following the Indian Bayou	Multi-use path

Destin’s Community Parking Projects

Destin Community Parking Projects List

Name	ID	Location	Improvement
Marler Street Public Parking Lot	CP-1	Marler Street at Mountain Drive and Harbor Boulevard	Parking Deck
Zerbe Street Public Parking Lot	CP-2	Zerbe Street at Sibert Avenue behind the Destin Community Center	Parking Deck
Crystal Beach Parking Lot (FPL easement)	CP-3	In the utility easement between Cobia Street and Dolphin Street	Parking Lot

Destin’s Intersection Enhancement Projects

Destin Intersection Enhancement Projects List

Name	ID	Location	Improvement
Stahlman Avenue at Zerbe St & Harbor Blvd	IS-1	Intersection with Zerbe Street and Harbor Boulevard	More visible crosswalks, reduce curb cuts, pedestrian refuge, extend central medians
Stahlman Avenue at Azalea Drive	IS-2	Intersection with Azalea Drive	Crosswalks, continuous sidewalk, close Palmetto at intersection, move Azalea stop line
Legion Drive/ Airport Road at Main Street	IS-3	Intersection with Main Street	Extend curb/sidewalk, remove double left turn, shift lanes, rehab crosswalk, reduce turning radius, streetscaping
Airport Road at Commons Drive	IS-4	Intersection with Commons Drive	Improve crosswalks, add crosswalk across south leg, add pedestrian refuge, add bike lane/path, reduce turning radii, add N/S pedestrian signal head
Commons Drive at Indian Bayou Trail	IS-5	Intersection with Indian Bayou Trail	Extend bike lanes, rehab crosswalks
Benning Drive at Sibert Ave, 1st Street, and 4th Street	IS-6	Intersection with Sibert Avenue, 1st Street, and 4th Street	Add roundabout with bicycle and pedestrian accommodations or alternative intersection improvements
Stahlman Avenue at Kelly Street	IS-7	Intersection with Kelly Street	Enhance pedestrian island, explore roundabout option

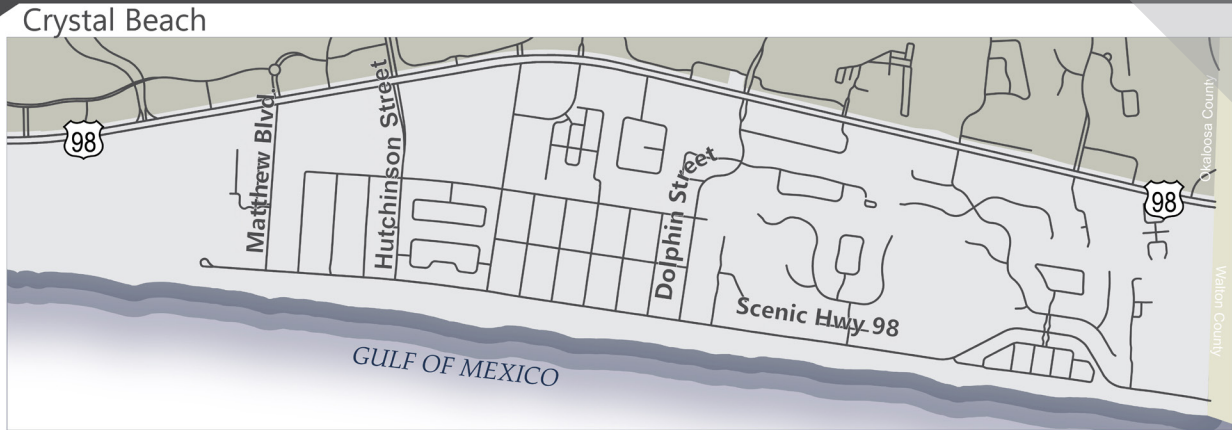
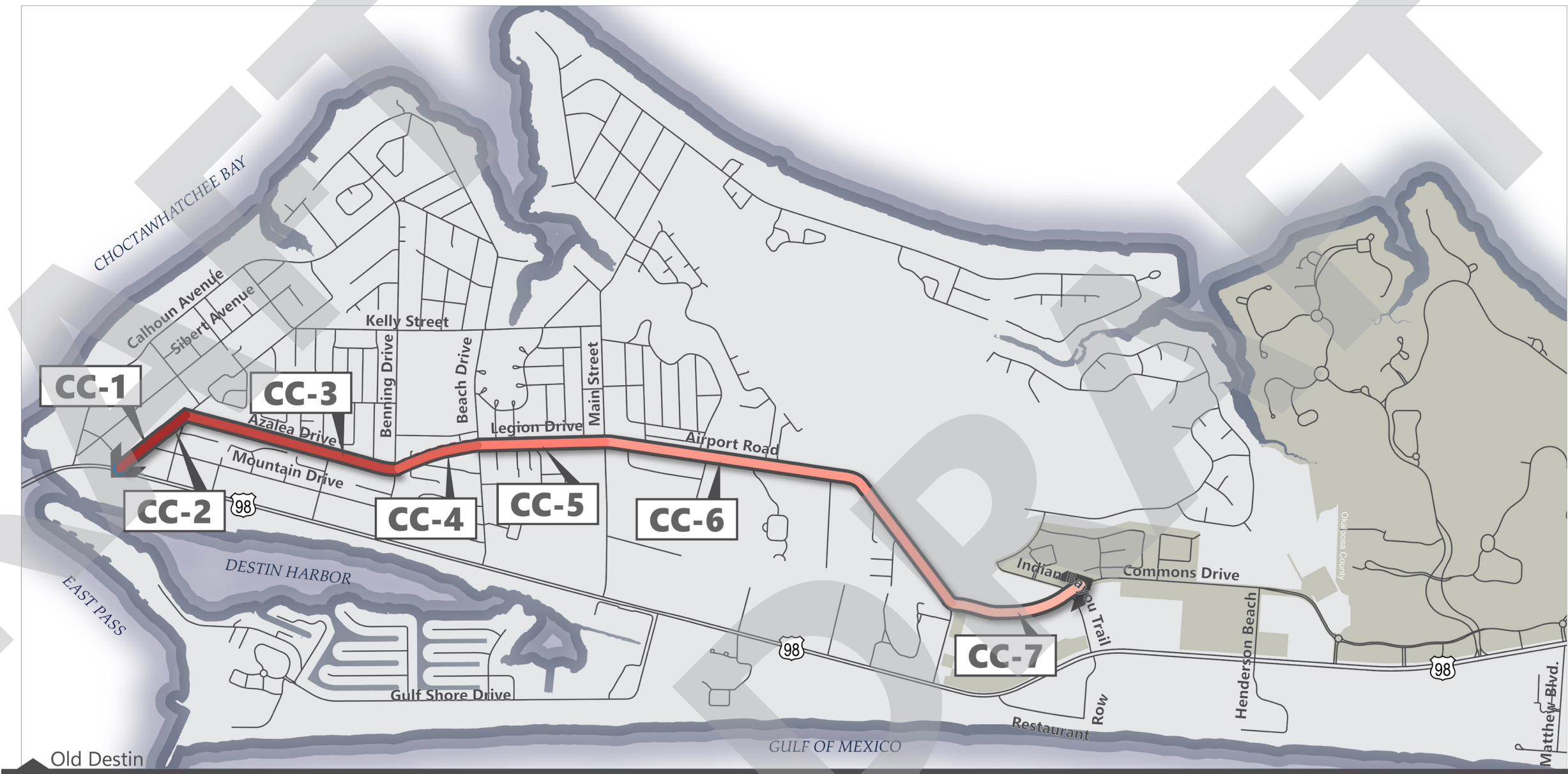
Calhoun Avenue at Sibert Ave	IS-8	Intersection with Sibert Avenue	Enhance multimodal access between public parking and planned boardwalk under the bridge
Calhoun Avenue at Kelly St	IS-9	Intersection with Kelly Street	Add crosswalk, repaint bike lanes, three-way stop at intersection
Main Street at 98 Palms Blvd	IS-10	Intersection with 98 Palms Boulevard	Improve crosswalks and build a median on 98 Palms
Main Street at Kelly Street	IS-11	Intersection with Kelly Street	Enhance multimodal access, reduce turn lanes, reduce curb cuts, extend bike lane
Scenic 98 East at Matthew Blvd	IS-12	Intersection with Matthew Boulevard	Repaint and add crosswalks, add signage, and streetscaping
Scenic 98 East at Shirah St	IS-13	Intersection with Shirah Street	
Scenic 98 East at Pompano St	IS-14	Intersection with Pompano Street	Mid-block crossing links to beach access
Gulf Shore Drive at Moreno Point Rd	IS-15	Intersection with Moreno Point Rd	Straighten crosswalk, remove unnecessary sidewalk, ADA compliance
Gulf Shore Drive at Norriego Rd	IS-16	Intersection with Norriego Rd	Remove both crosswalks to create ADA compliant crosswalk from Norriego Rd to Gulf Shore Dr
Mattie M. Kelly Blvd at Airport Rd	IS-17	Intersection with Airport Rd	Signalization
Mattie M. Kelly Blvd at U.S. 98	IS-18	Intersection with U.S. 98	Signalization

CROSS TOWN CONNECTOR

The Cross Town Connector is a vital component of the City's future transportation network. Both the City of Destin and the Okaloosa-Walton Transportation Planning Organization have identified a need to address congestion on U.S. 98. The Cross Town Connector project is intended to address that need by providing a parallel roadway that provides for east-west connectivity. Design and engineering work has started for the Cross Town Connector.

The project is proposed for implementation in seven phases, which are from west to east - Stahlman Avenue between Harbor Boulevard and Mountain Drive; Stahlman Avenue between Mountain Drive and Azalea Drive; Azalea Drive between Stahlman Avenue and Benning Drive; Azalea Drive Extension between Benning Drive and Beach Drive; Legion Drive between Beach Drive and Main Street; Airport Road between Main Street and Commons Drive; and Commons Drive between Airport Road and Indian Bayou Trail.

The Cross Town Connector would cost approximately 27.4 million dollars and upon completion will provide a seamless connection from the west end to east end of Destin. The projects will also improve the street so it has more consistent features, such as sidewalks and bicycle facilities.



MOBILITY PLAN | Cross Town Connector

- | | |
|------------------------|---------------|
| Stahlman Avenue | Legion Drive |
| Azalea Drive | Airport Road |
| Azalea Drive Extension | Commons Drive |

Project
CC-#



CC-1 Stahlman Avenue



Details

Project:
CC-1

Name:
Stahlman Avenue

Location:
Harbor Boulevard to Mountain Drive

Initiative:
Cross Town Connector

Source:
Comp Plan Policy 2-1.1.3; LDC Table 8-1

Cost

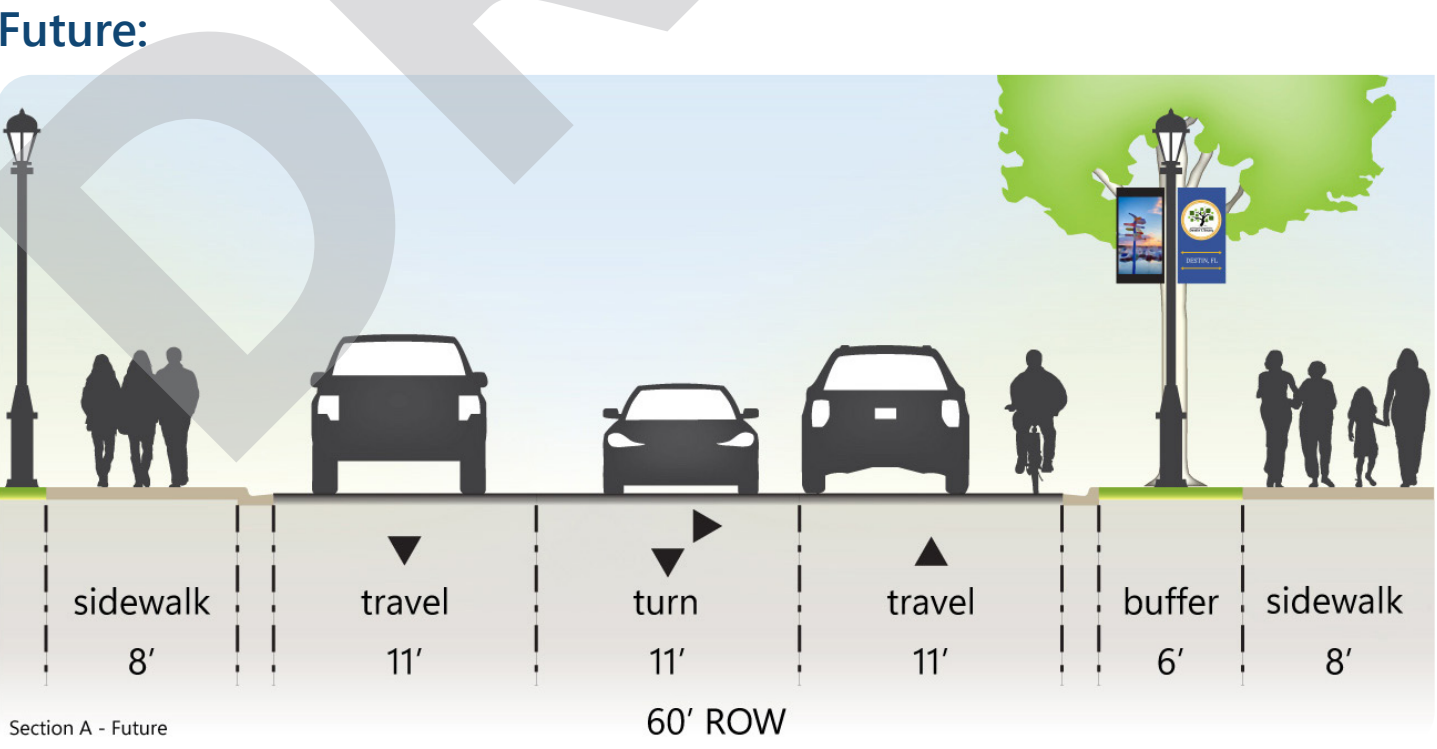
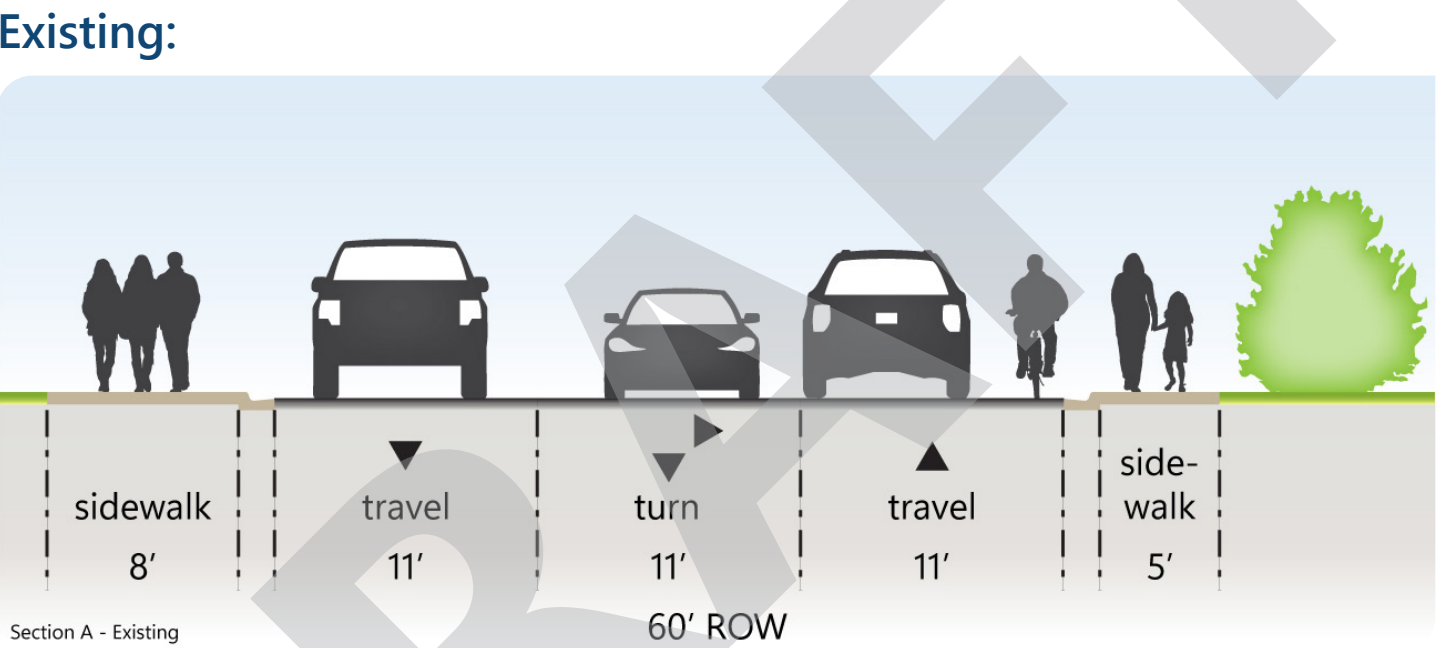
\$276,915

Priority

Total Score:
N/A

Improvements

- Reconstruct east side with buffer, street trees, and wider sidewalk
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk



CC-2 Stahlman Avenue



Details

Project:
CC-2

Name:
Stahlman Avenue

Location:
Mountain Drive to Azalea Drive

Initiative:
Cross Town Connector

Source:
Comp Plan Policy 2-1.1.3; LDC Table 8-1

Cost

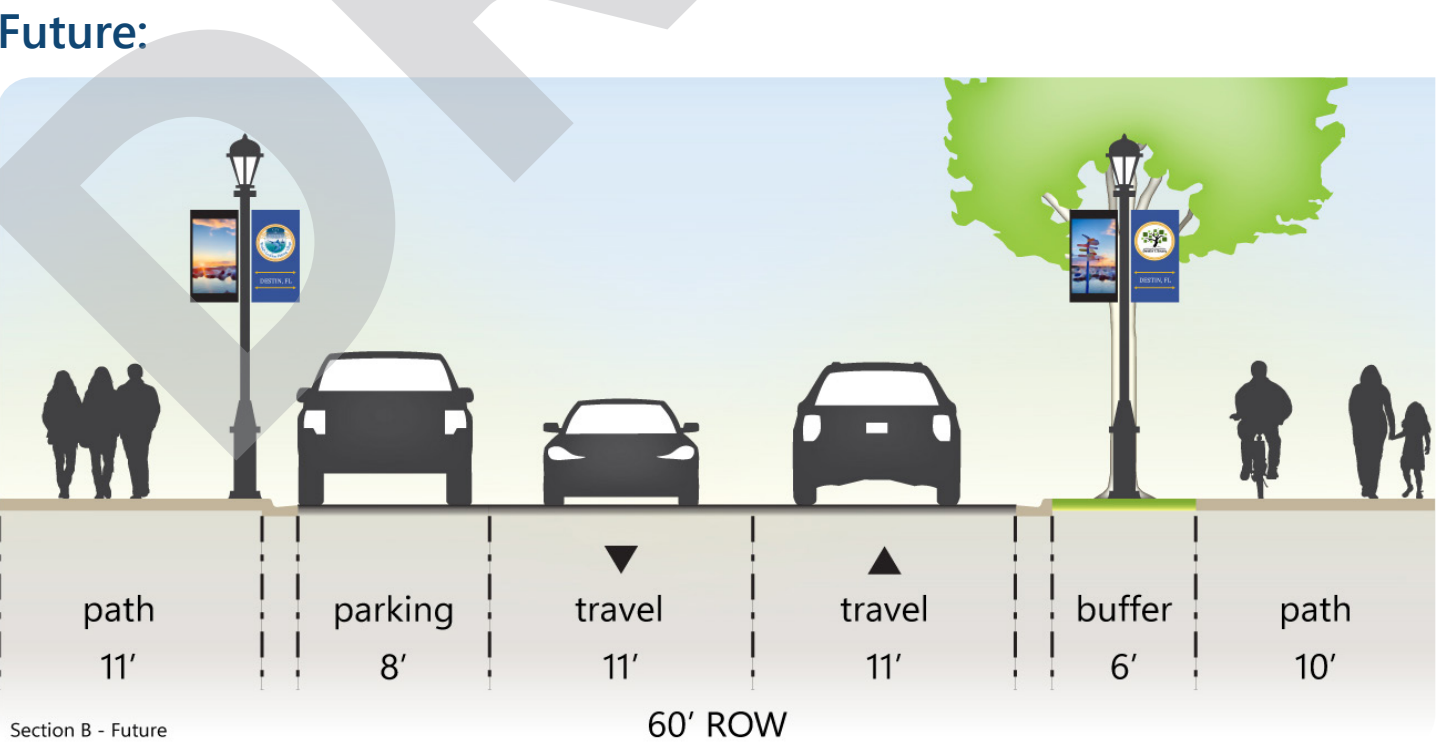
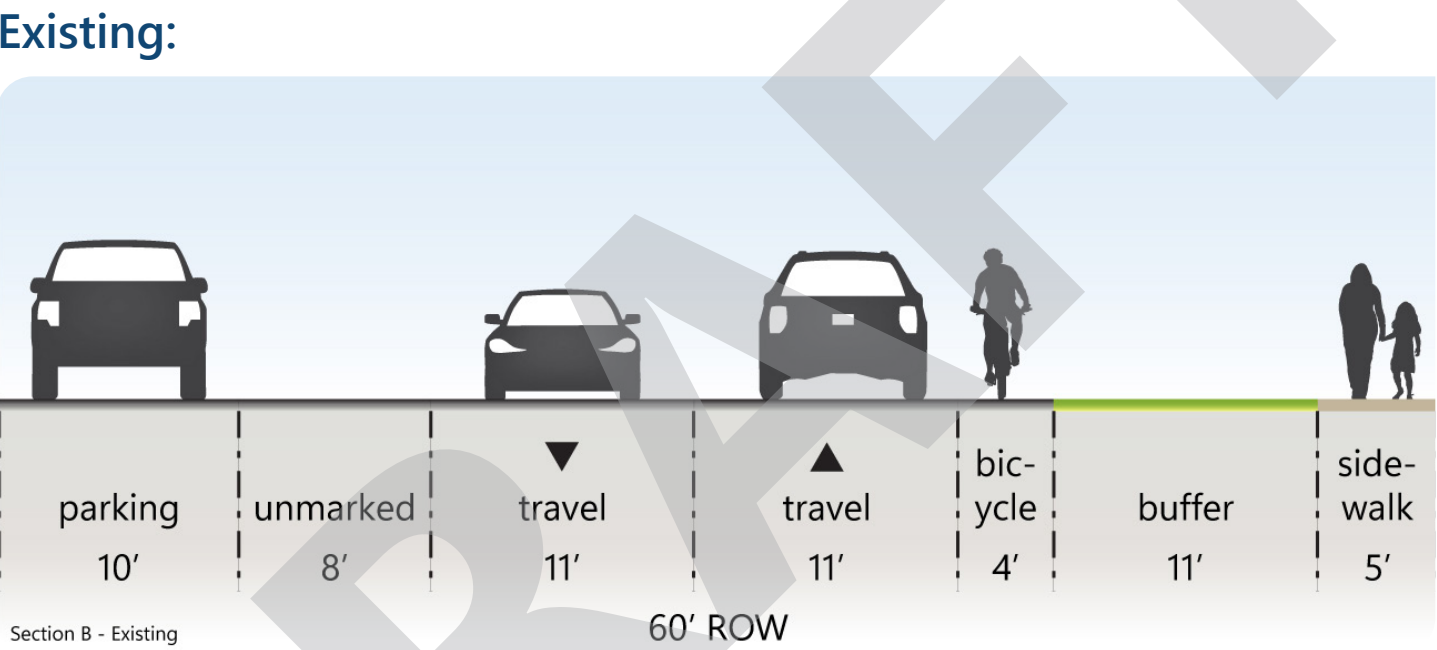
\$2,327,859

Priority

Total Score:
N/A

Improvements

- Reconstruct with parking (west side), buffer and street trees (east side), lighting, pedestrian amenities, and multi-use path
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk



CC-3 Azalea Drive



Details

Project:
CC-3

Name:
Azalea Drive

Location:
Stahlman Avenue to Benning Drive

Initiative:
Cross Town Connector

Source:
Comp Plan Policy 2-1.1.3; LDC Table 8-1; Pathways Plan, SW-15; LDC Table 8-7A Level One Priority; Pathways Plan, BL-12

Cost

\$8,725,686

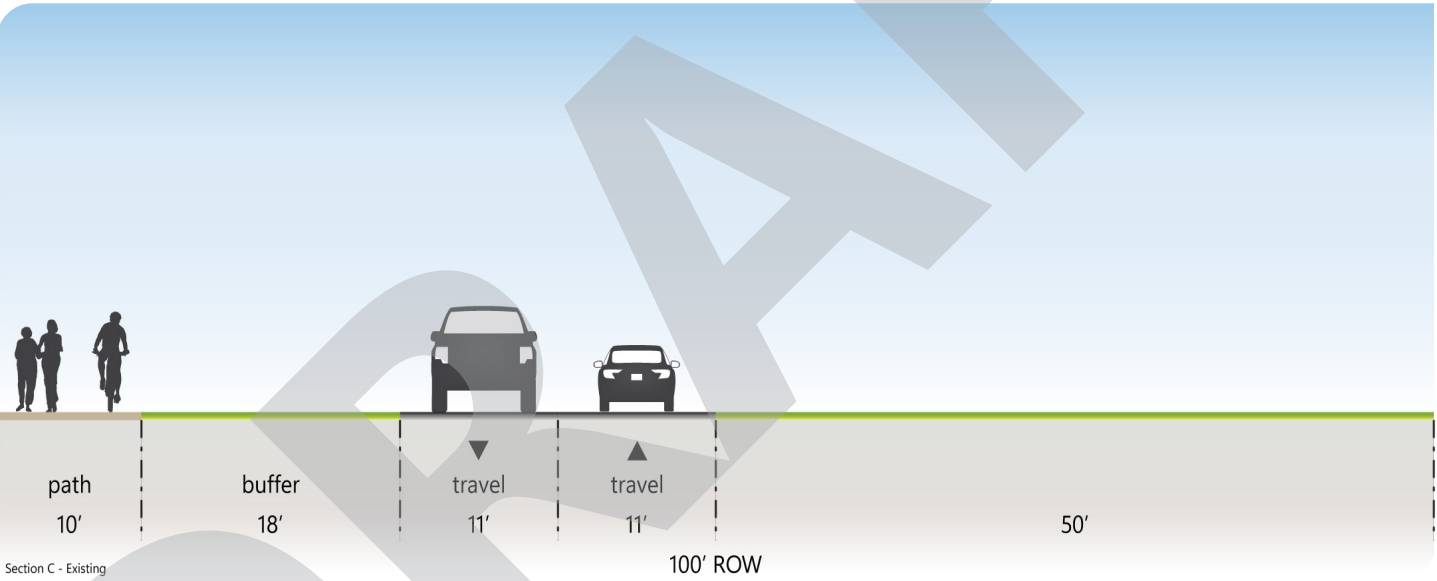
Priority

Total Score:
N/A

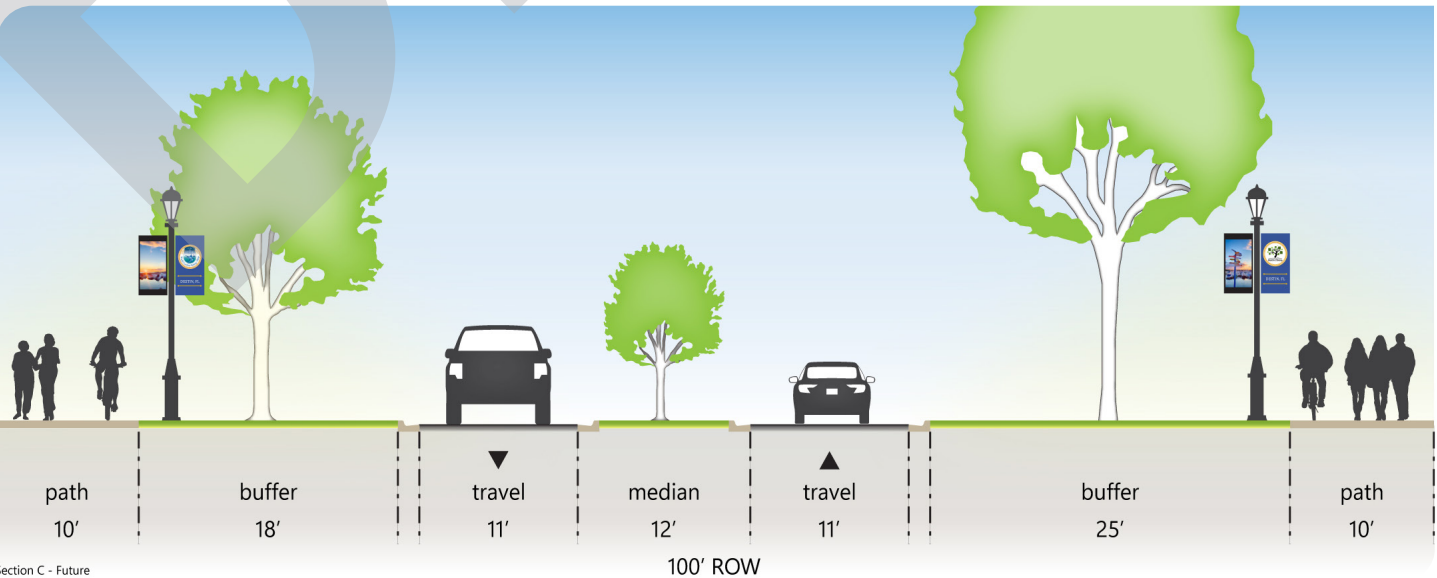
Improvements

- Reconstruct with street trees, lighting, pedestrian amenities, and multi-use pathway to fill gaps
- Add planted median where feasible
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

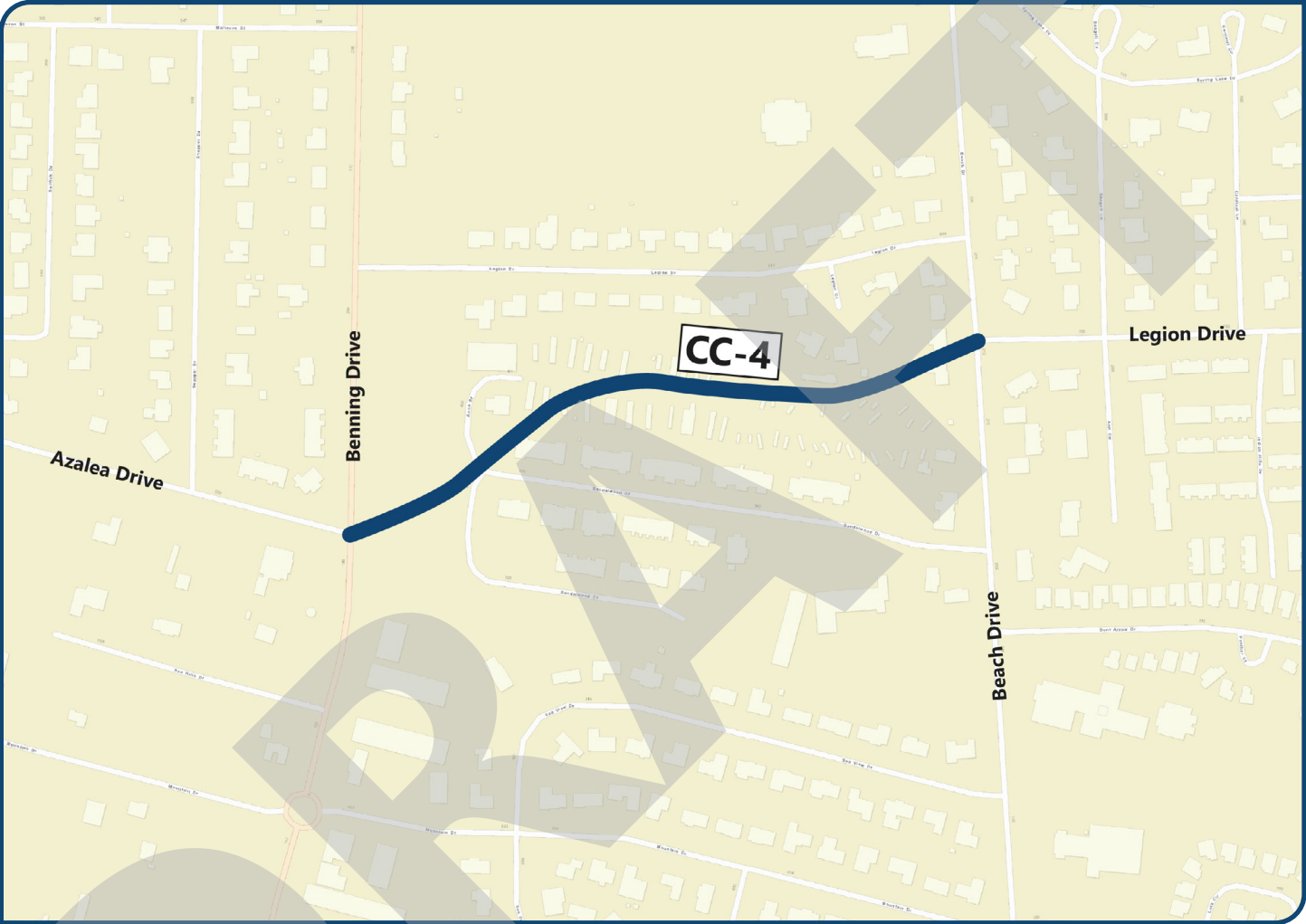
Existing:



Future:



CC-4 Azalea Drive Extension



Details

Project:
CC-4

Name:
Azalea Drive Extension

Location:
Benning Drive to Beach Drive

Initiative:
Cross Town Connector

Source:
Comp Plan Policy 2-1.1.3; LDC Table 8-1; Pathways Plan, SW-15; LDC Table 8-7A Level One Priority; Pathways Plan, BL-12

Cost

\$9,632,529

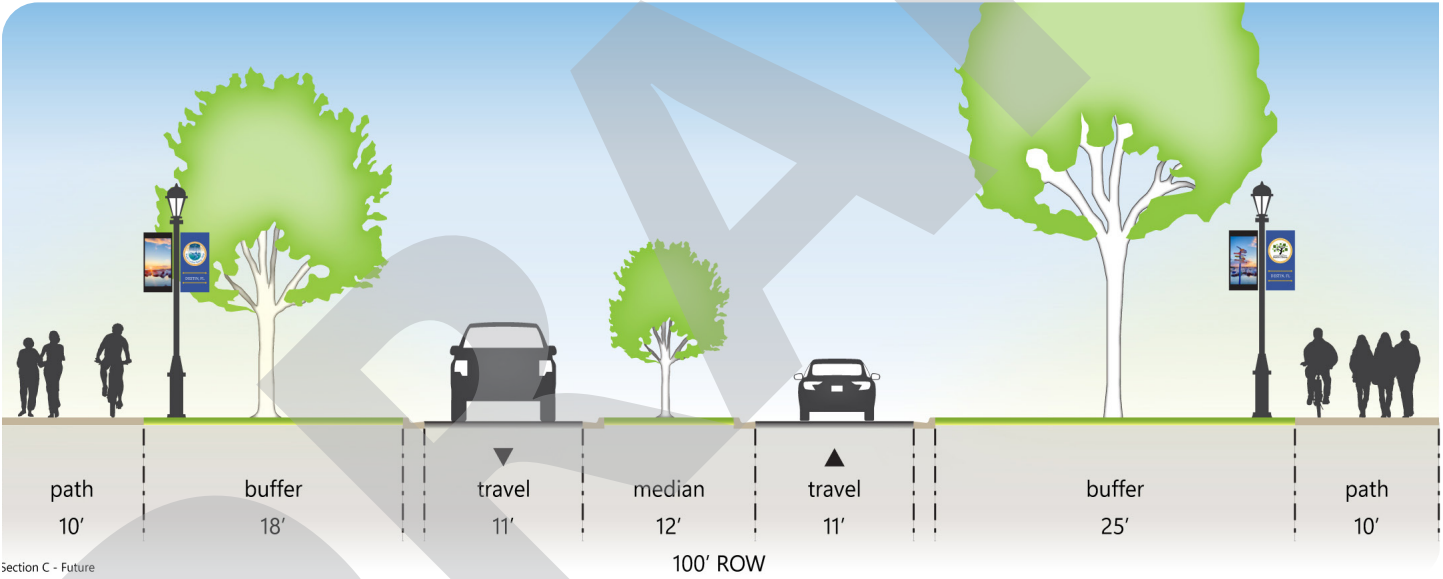
Priority

Total Score:
N/A

Improvements

- Reconstruct with street trees, lighting, pedestrian amenities, and multi-use pathway to fill gaps
- Add planted median where feasible
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

Future:



CC-5 Legion Drive



Details

Project:
CC-5

Name:
Legion Drive

Location:
Beach Drive to Main Street

Initiative:
Cross Town Connector

Source:
Comp Plan Policy 2-1.1.3; LDC Table 8-1

Cost

\$1,116,415

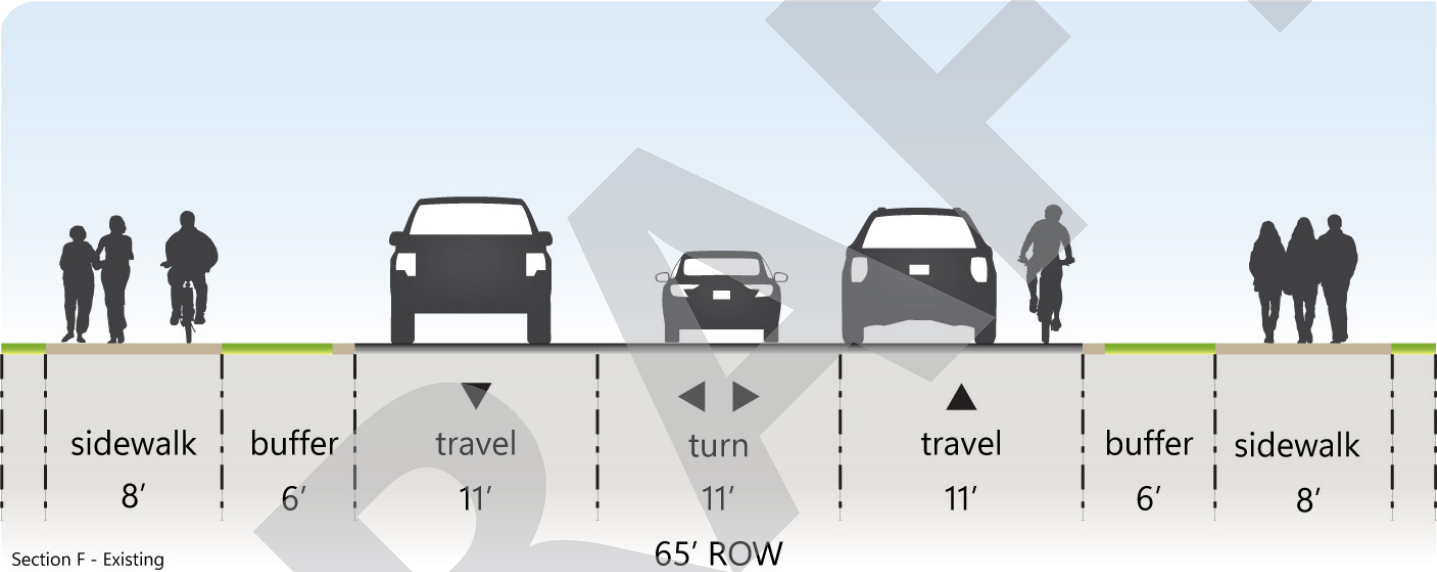
Priority

Total Score:
N/A

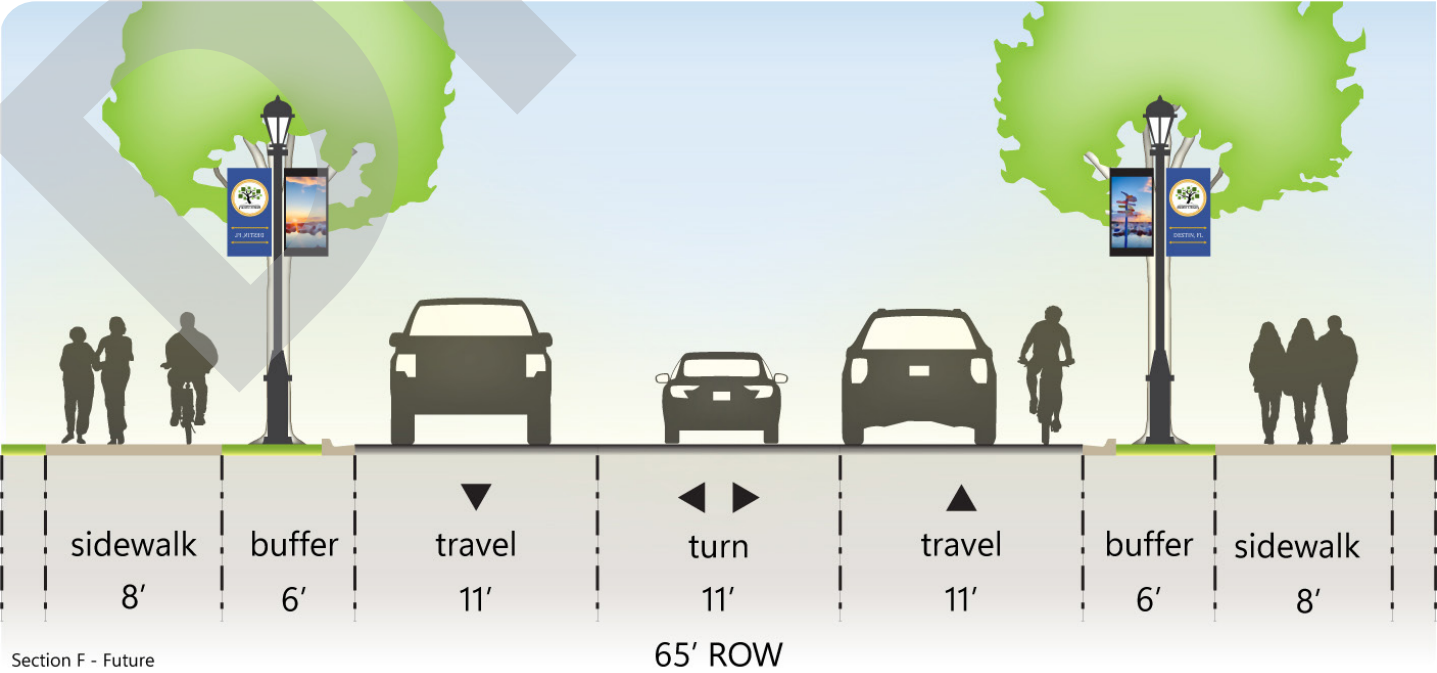
Improvements

- Reconstruct with street trees
- Add street lighting with wayfinding banners
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

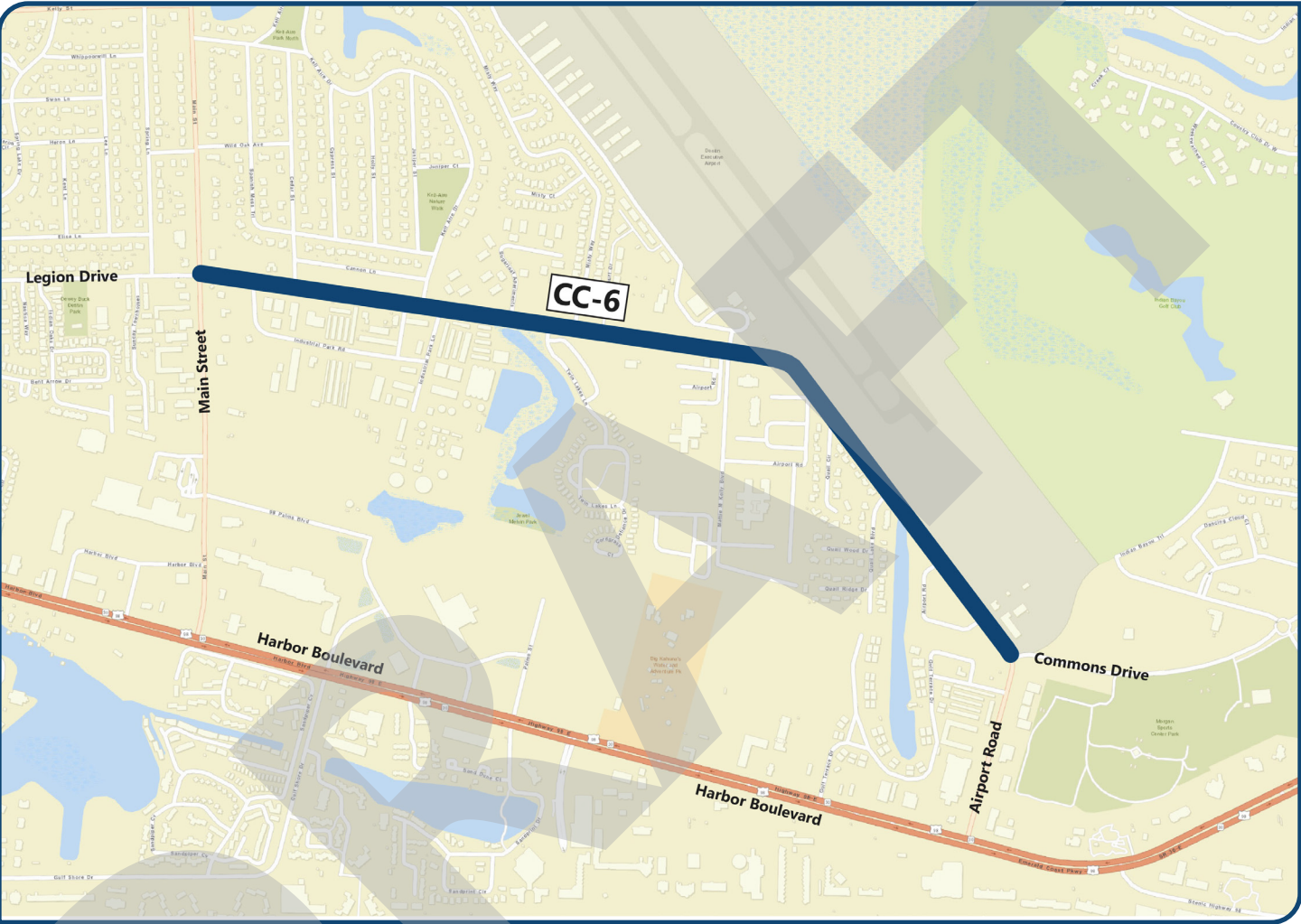
Existing:



Future:



CC-6 Airport Road



Details

Project:
CC-6

Name:
Airport Road

Location:
Main Street to Commons Drive

Initiative:
Cross Town Connector

Source:
Comp Plan Policy 2-1.1.3; LDC Table 8-1

Cost

\$4,143,607

Priority

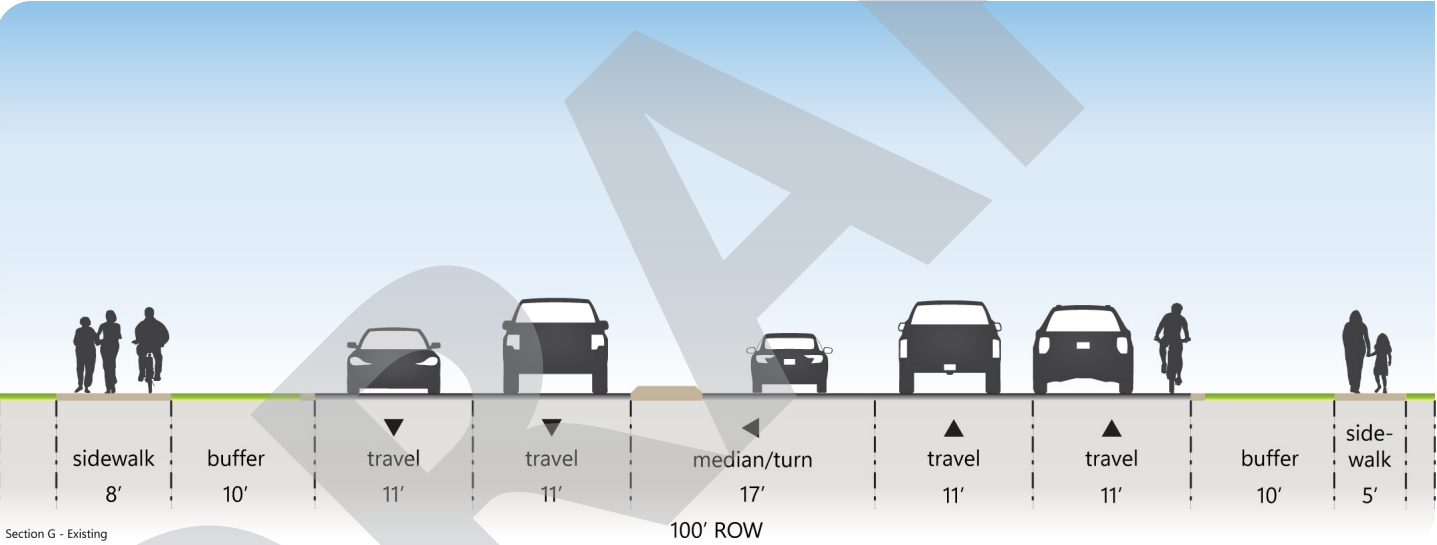
Total Score:

N/A

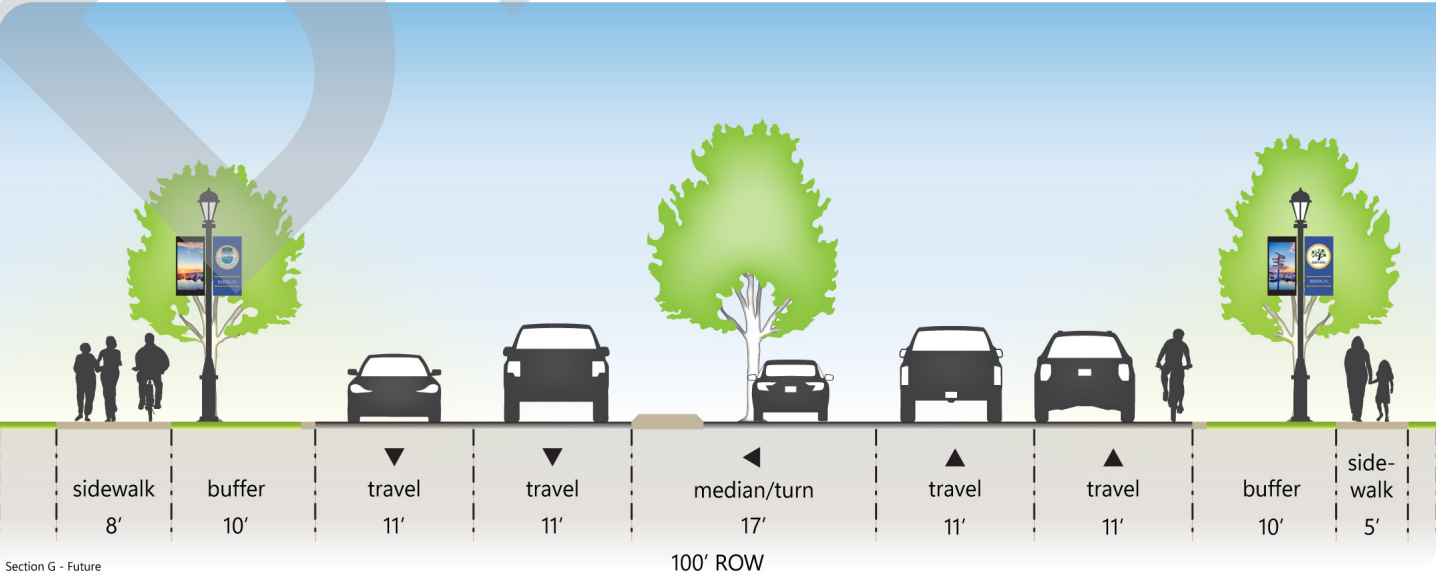
Improvements

- Reconstruct with street trees, lighting, and pedestrian amenities
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

Existing:



Future:



CC-7 Commons Drive



Details

Project:
CC-7

Name:
Commons Drive

Location:
Airport Road to Indian Bayou Trail

Initiative:
Cross Town Connector

Source:
Comp Plan Policy 2-1.1.3; LDC Table 8-1

Cost

\$1,130,271

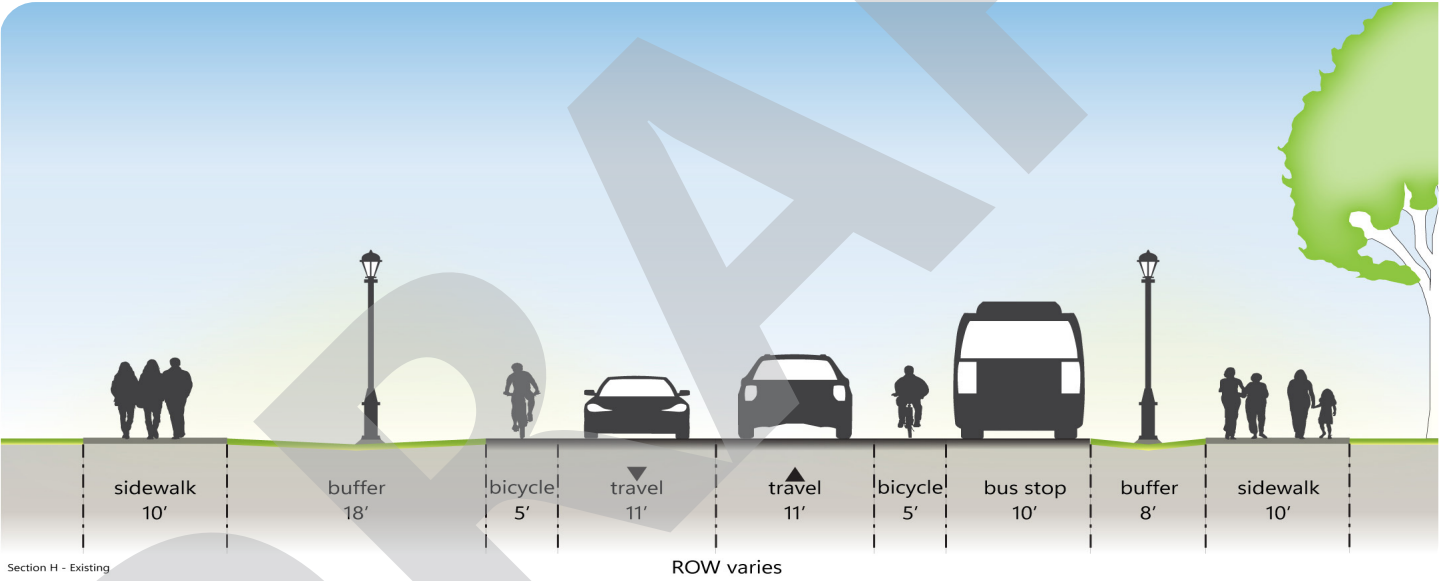
Priority

Total Score:
N/A

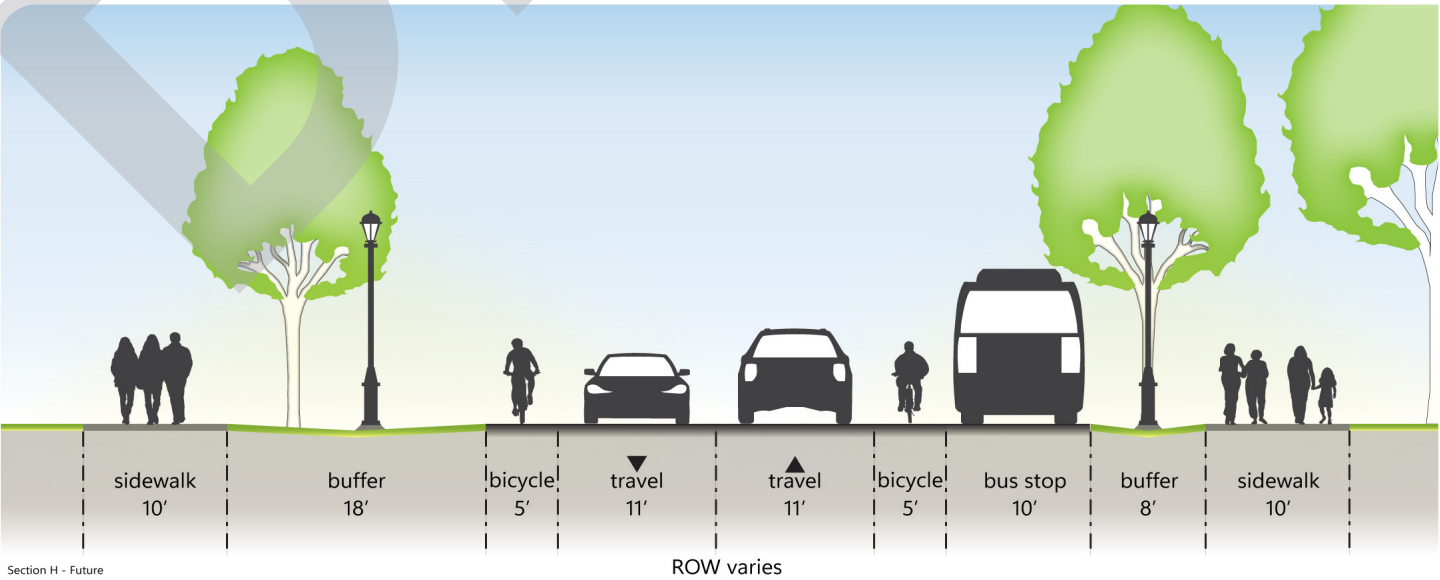
Improvements

- Reconstruct with street trees and pedestrian amenities
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

Existing:



Future:



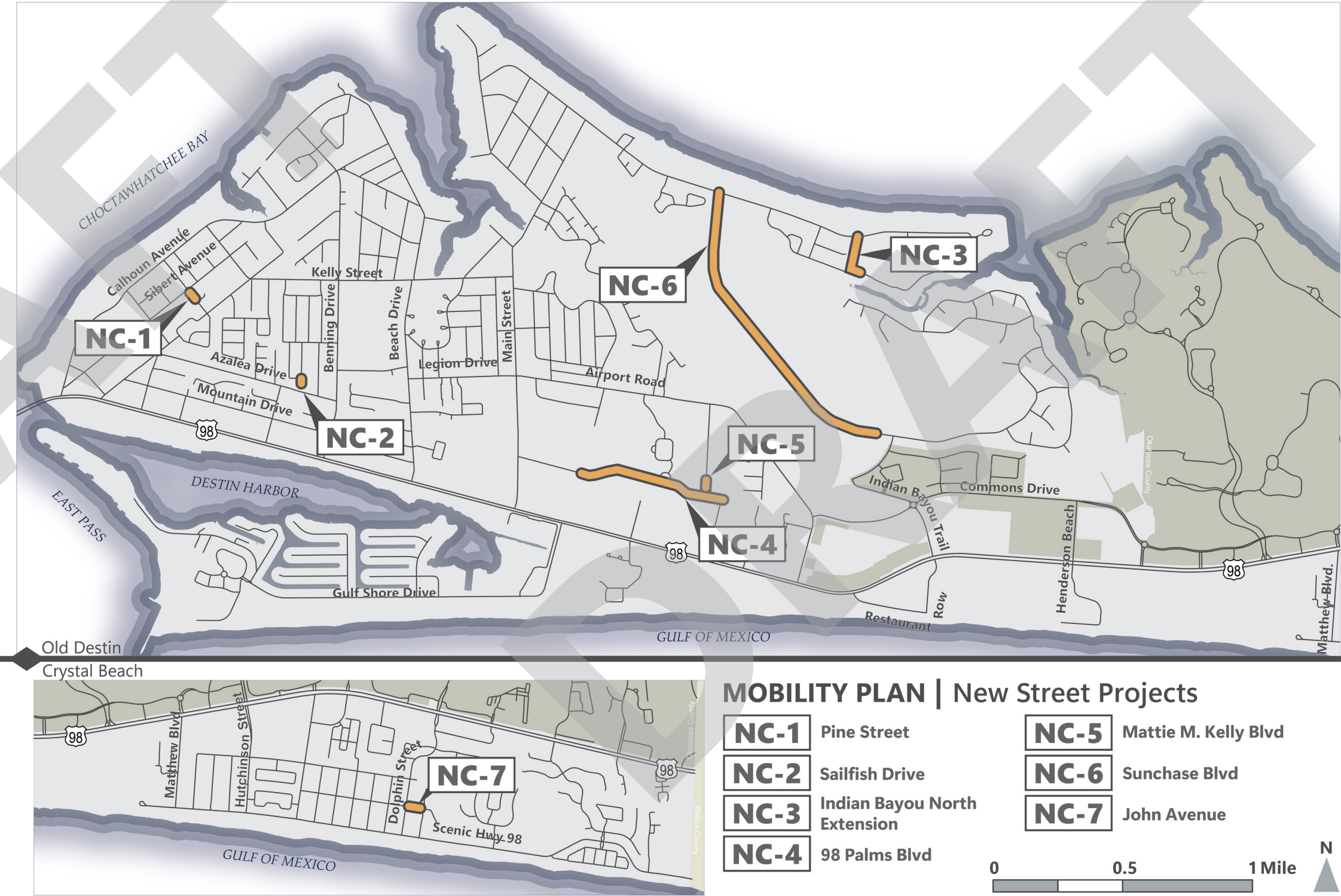
NEW STREETS

The Mobility Plan includes seven new street segments. The purpose of the new streets is to close gaps in the transportation network, which will reduce travel time and distance, and create more direct connections for bicyclists and pedestrians. These new facilities are either described in the Comprehensive Plan or the Land Development Code. The City has secured right-of-way to implement some of these projects, while others would likely need to happen in the future as development or redevelopment occurs. The projected cost for all seven new streets is 31.4 million dollars.

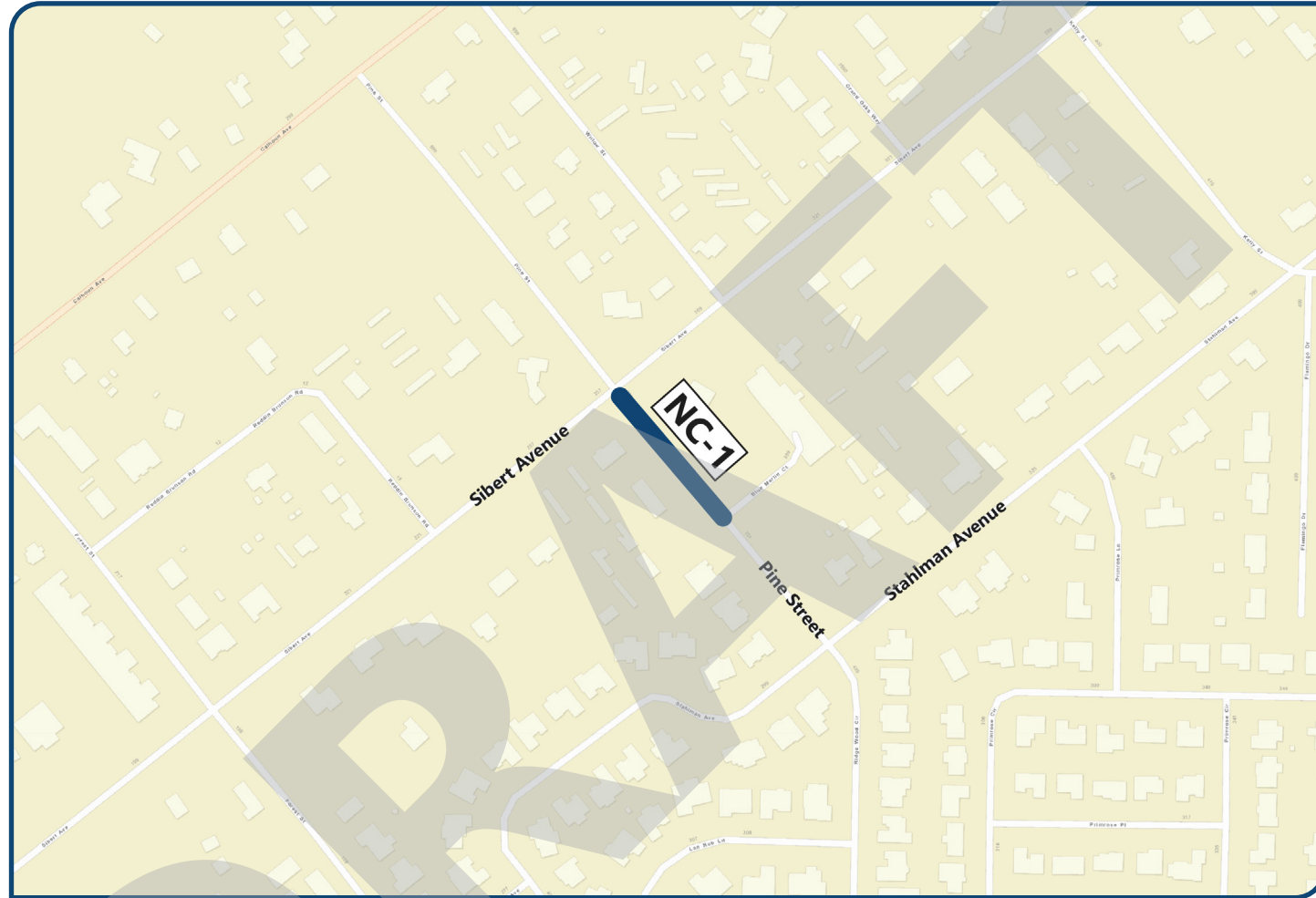
The new streets include short local street connections intended to reduce travel distance or alleviate pressure on the City's collector roadway network. These new streets include extending Pine Street between Sibert Avenue and Stahlman Avenue, connecting Sailfish Drive with Azalea Drive, connecting Indian Bayou North to Indian Trail, and extending John Avenue from Dolphin Street to Sunfish Street.

New streets also include projects intended to support the City's goals for creating a Town Center anchored by Main Street. These projects would result in a more connected network of streets in the Town Center Community Redevelopment Area (CRA). These new minor collectors include extending Mattie M. Kelly Boulevard to create a continuous connection between U.S. 98 and Airport Road, and extending 98 Palms Boulevard east to Mattie M. Kelly Boulevard.

Another new street would connect Indian Trail to Country Club Drive, which would allow for more direct travel from the City's northernmost neighborhoods to U.S. 98 and shopping areas in the Town Center and along Commons Drive.



NC-1 Pine Street



Details

Project:
NC-1
Name:
Pine Street
Location:
Sibert Avenue
Court

Initiative:
New Street
Source:
Comp Plan Policy 2-1.3.16; LDC 8.01.00E; LDC Table 8-1

Improvements

- Develop an interconnected road network by adding a new segment of Pine Street from Sibert Avenue to Blue Marlin Court
- Approximately 0.06 mile new street
- Local streets should have a speed limit of 25 mph with two 10' lanes of traffic, 7' parking, two 5' sidewalks, and a 4' buffer

Cost

\$743,042

Priority

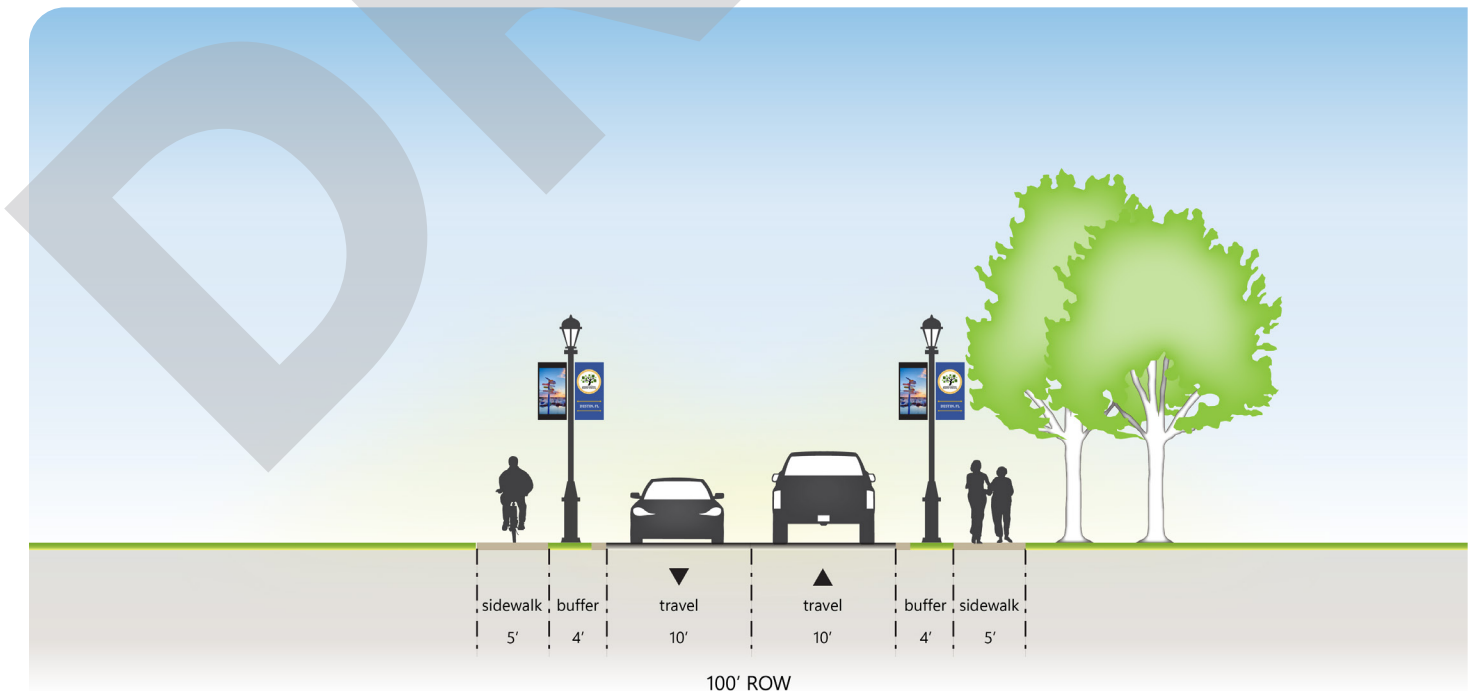
Benefit Score:
3

Policy Priority:
N/A

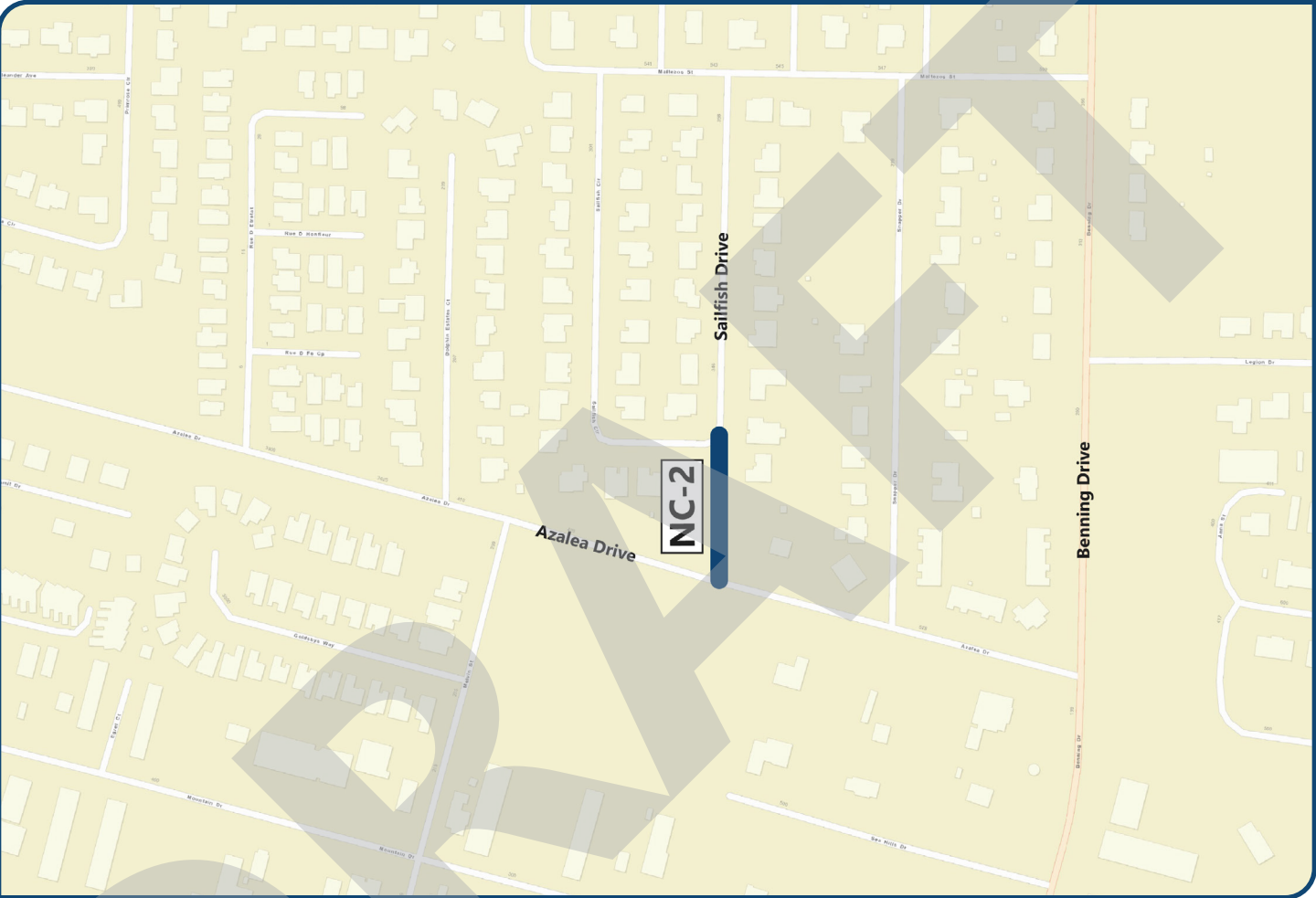
Total Score:

N/A

Proposed:



NC-2 Sailfish Drive



Details

Project:
NC-2
Name:
Sailfish Drive
Location:
Azalea Drive to Sailfish Circle

Initiative:
New Street
Source:
Comp Plan Policy 2-1.3.16; LDC 8.01.00E; LDC Table 8-1

Improvements

- Develop an interconnected road network by extending Sailfish Drive southward to connect to Azalea Drive
- Approximately 0.05 mile new street
- Since this new roadway connects to a residential area, it must be designed to maintain neighborhood traffic flow
- Local streets should have a speed limit of 25 mph with two 10' lanes of traffic, 7' parking, two 5' sidewalks, and a 4' buffer

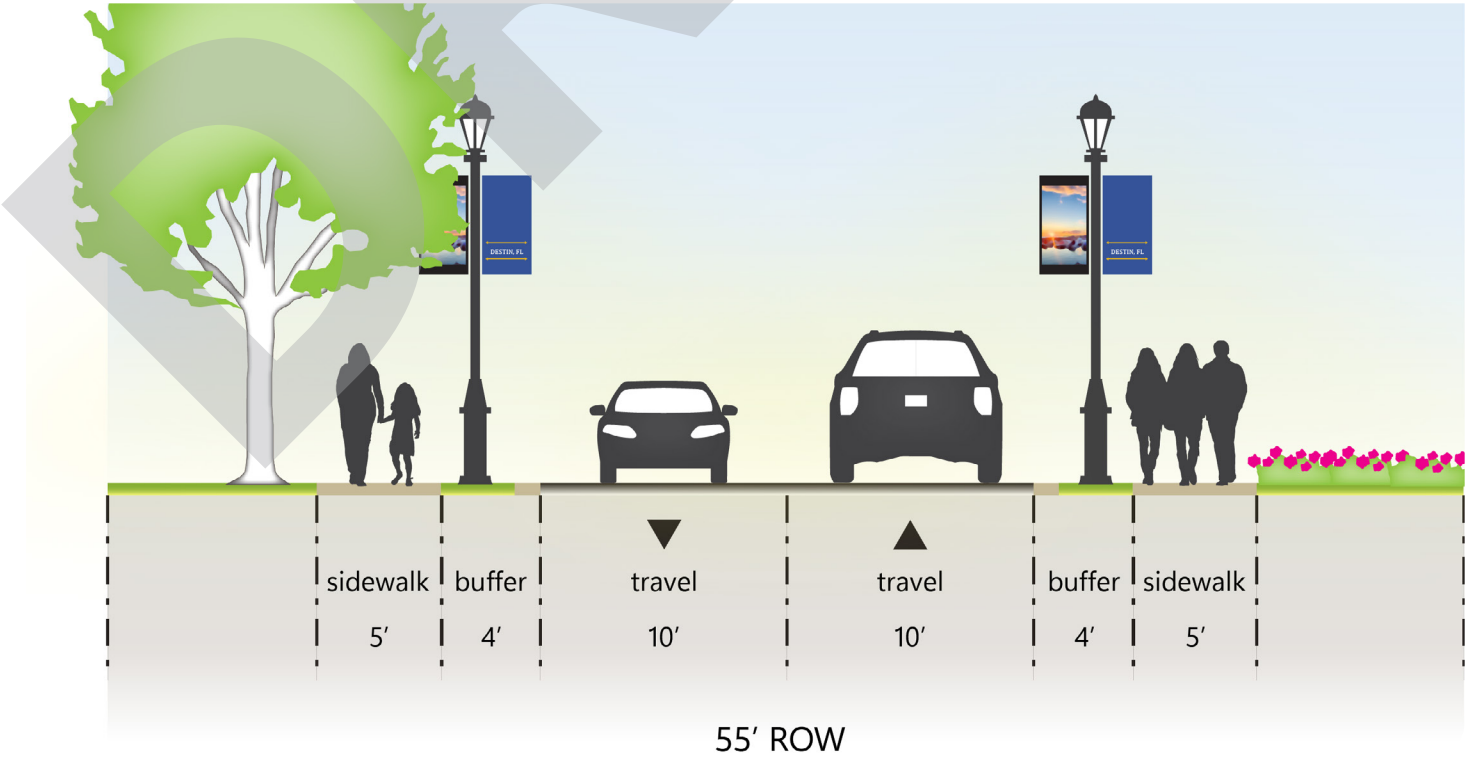
Cost

\$619,202

Priority

Benefit Score: 3	Policy Priority: N/A	Total Score: N/A
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Proposed:



NC-3 Indian Bayou North Extension



Project:

NC-3

Name:

Indian Bayou North Extension

Location:

Current end of Indian Bayou North to Indian Trail

Initiative:

New Street

Source:

Comp Plan Policy 2-1.3.16; LDC 8.01.00E; LDC Table 8-1; Pathways Plan, MUT-7; LDC Table 8-7B Level Two Priority

Improvements

- Develop an interconnected road network by extending Indian Bayou North to connect to Indian Trail
- Approximately 0.15 mile new street
- Local streets should have a speed limit of 25 mph with two 10' lanes of traffic, 7' parking, two 5' sidewalks, and a 4' buffer

Cost

\$1,857,605

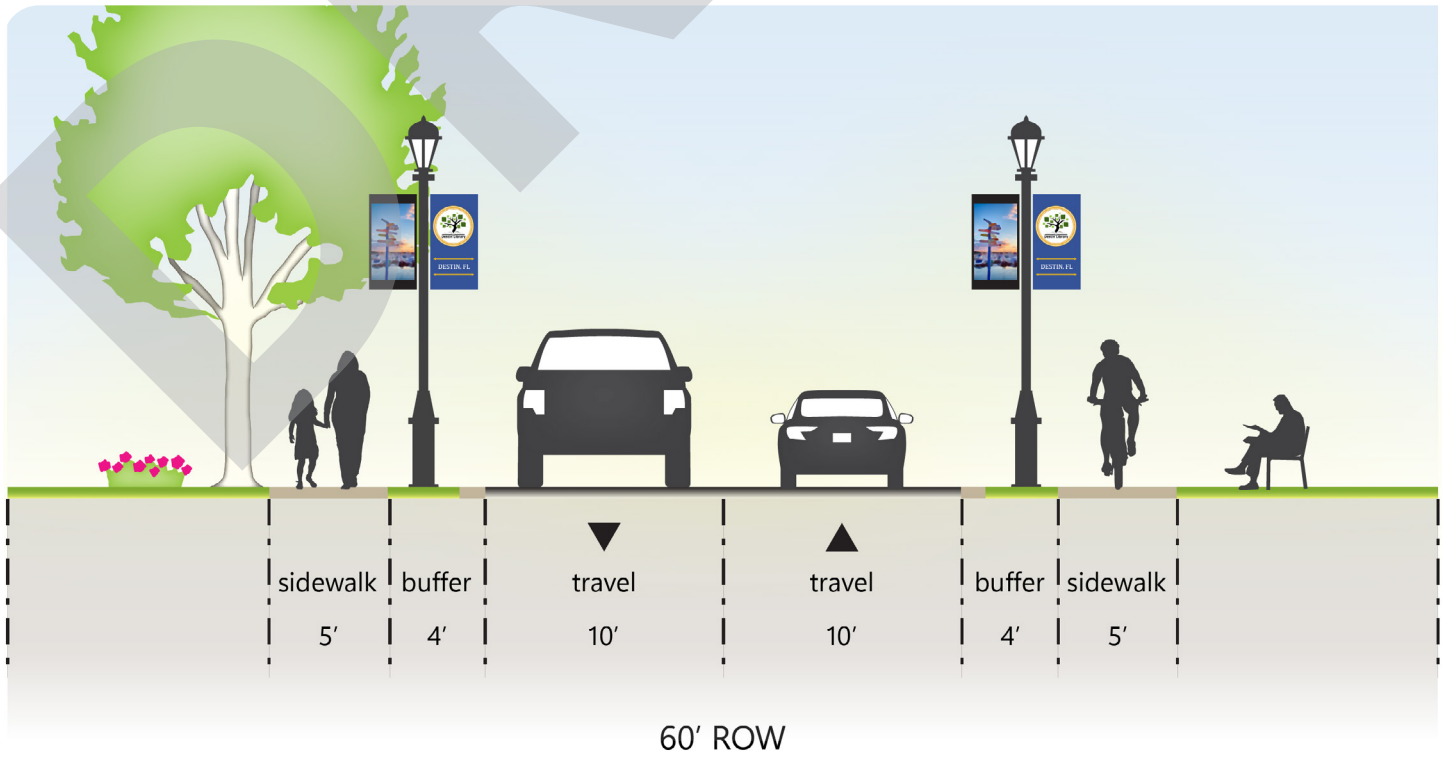
Priority

Benefit Score:
5

Policy Priority:
N/A

Total Score:
N/A

Proposed:



NC-4 98 Palms Boulevard



Details

Project: NC-4	Initiative: New Street
Name: 98 Palms Boulevard	Source: Comp Plan Policy 2-1; LDC 8.01.00E; LDC Table 8-1
Location: From existing end of 98 Palms Blvd to Mattie M. Kelly Blvd	

Improvements

- Develop an interconnected road network by extending 98 Palms Boulevard to connect to Mattie M. Kelly Blvd
- Approximately 0.65 mile new street
- Minor collectors should have a speed limit of 35 mph with two 11' lanes of traffic, a 6' to 12' median, 8' parking, 5' bike lane, 8' to 10' sidewalks on both sides, and a 6' buffer

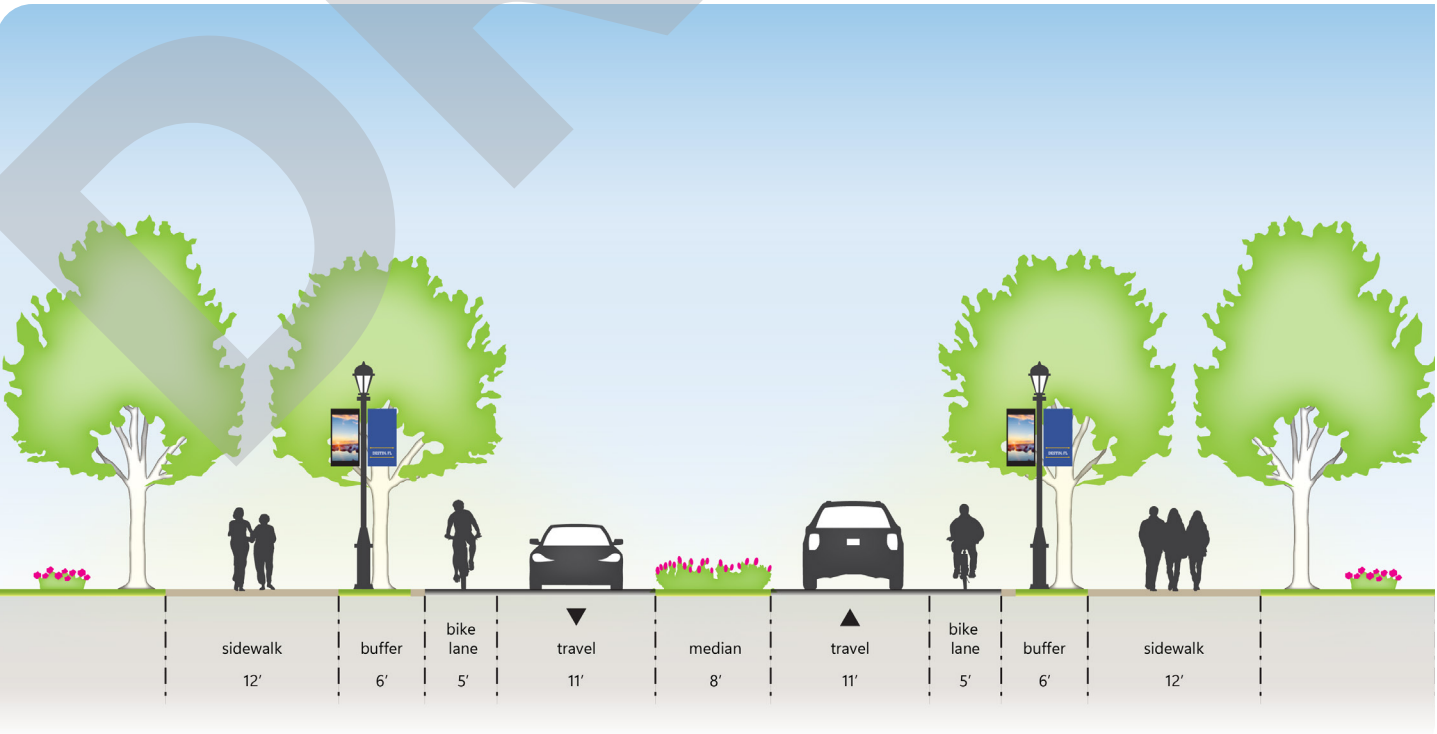
Cost

\$9,149,623

Priority

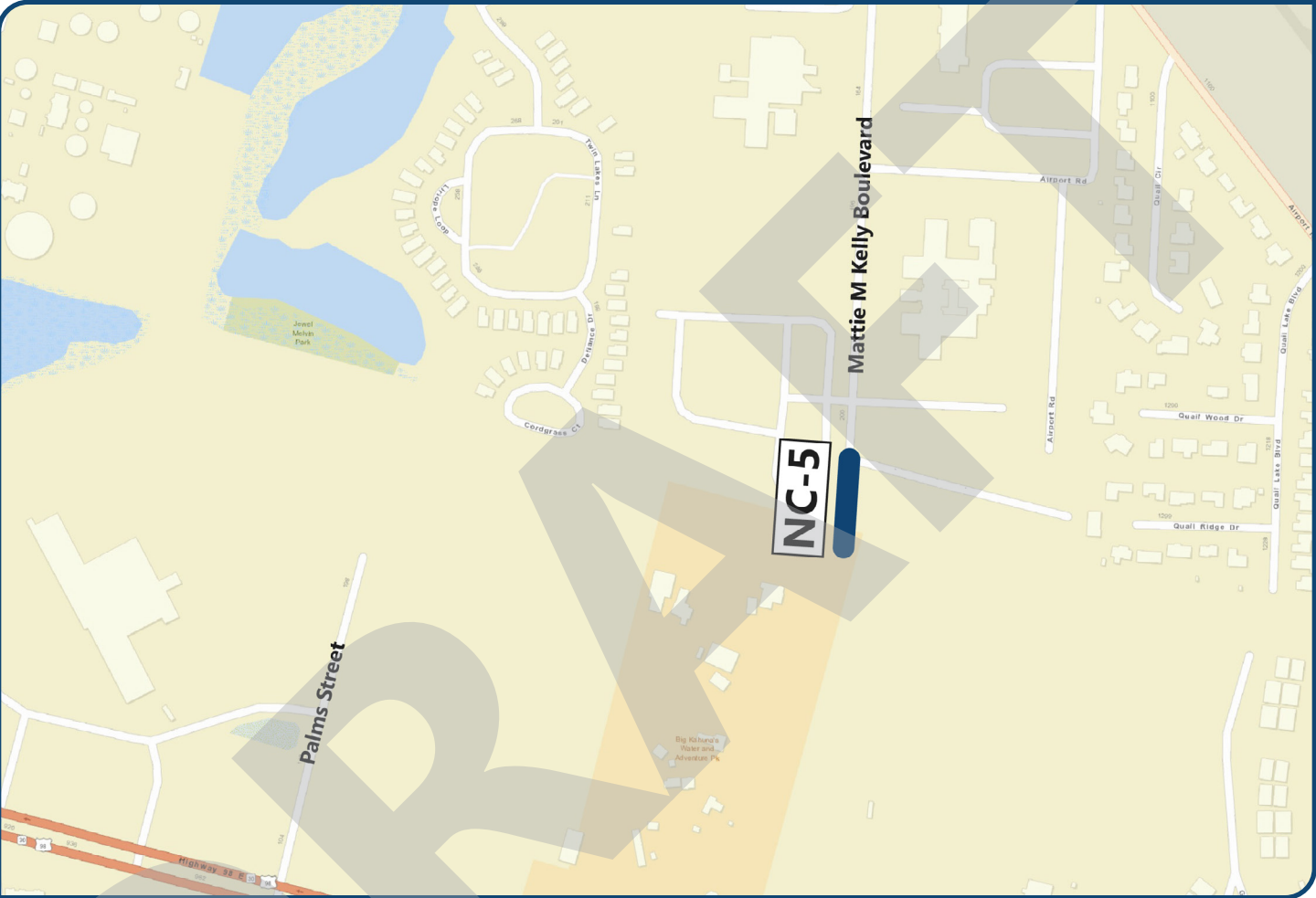
Benefit Score: 5	Policy Priority: N/A	Total Score: N/A
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Proposed:



ROW varies

NC-5 Mattie M. Kelly Boulevard



Details

Project: NC-5	Initiative: New Street
Name: Mattie M. Kelly Boulevard	Source: Comp Plan Policy 2-1; LDC 8.01.00E; LDC Table 8-1
Location: From existing ends of northern and southern roadways	

Improvements

- Develop an interconnected road network by extending the existing ends of northern and southern roadways
- Approximately 0.06 mile new street
- Minor collectors should have a speed limit of 35 mph with two 11' lanes of traffic, a 6' to 12' median, 8' parking, 5' bike lane, 8' to 10' sidewalks on both sides, and a 6' buffer

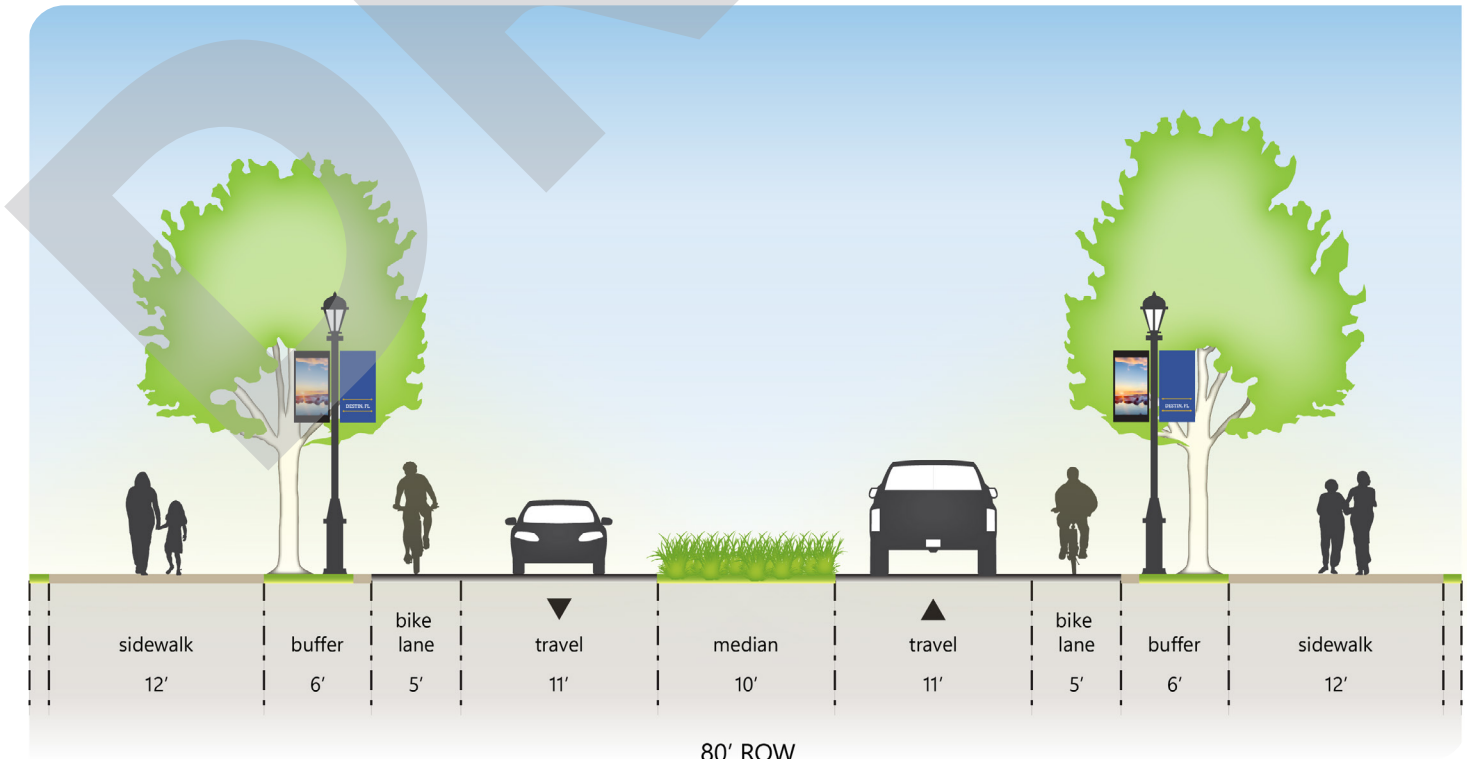
Cost

\$844,581

Priority

Benefit Score: 1	Policy Priority: N/A	Total Score: N/A
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Proposed:



NC-6 Sunchase Boulevard



Details

Project:	Initiative:
NC-6	New Street
Name:	Source:
Sunchase Boulevard	Comp Plan Policy 2-1.3.16; LDC
Location:	8.01.00E; LDC Table 8-1
Indian Bayou Trail to Indian Trail	

Improvements

- Develop an interconnected road network by extending Indian Bayou Trail to Indian Trail
- New street would be approximately 1.23 miles
- Minor collectors should have a speed limit of 35 mph with two 11' lanes of traffic, a 6' to 12' median, 8' parking, 5' bike lane, 8' to 10' sidewalks on both sides, and a 6' buffer

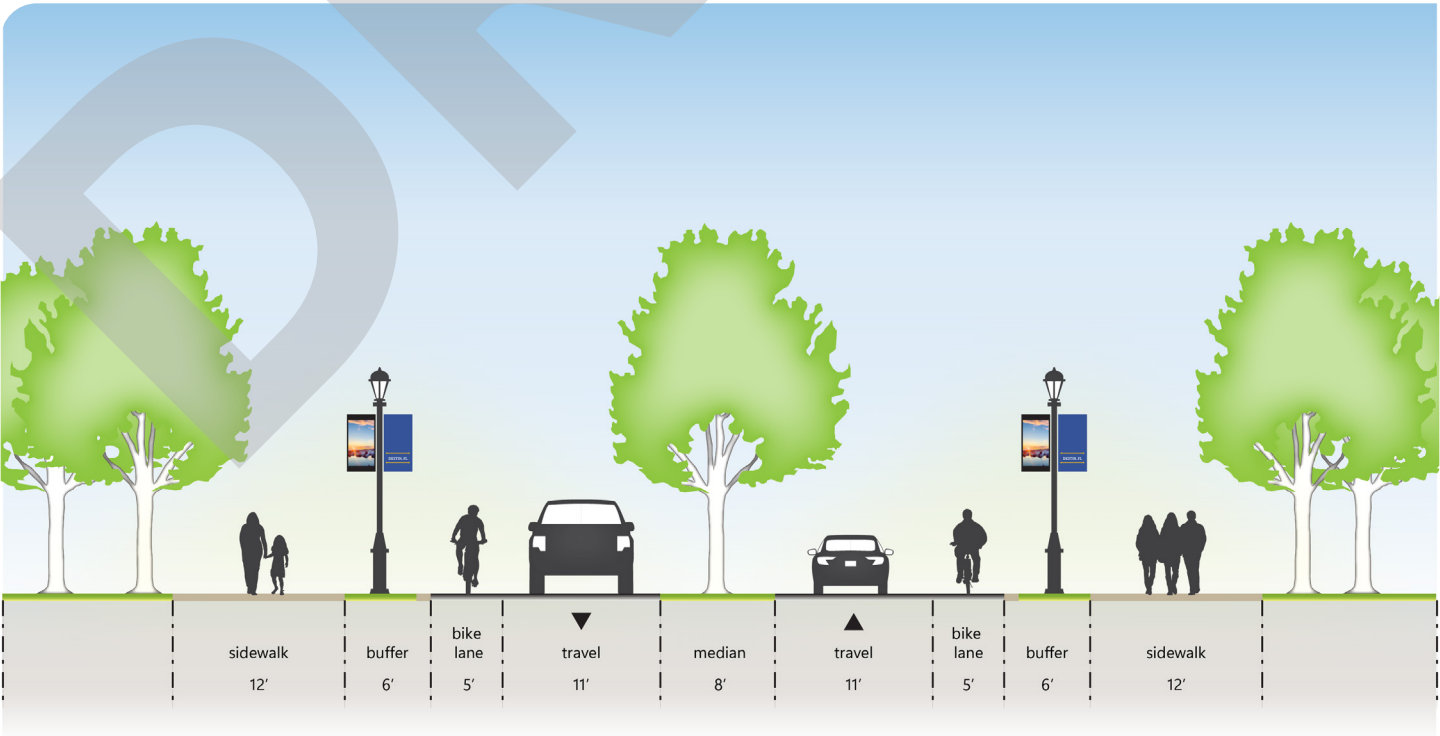
Cost

\$17,313,901

Priority

Benefit Score:	Policy Priority:	Total Score:
5	N/A	N/A

Proposed:



NC-7 John Avenue



Details

Project:

NC-7

Name:

John Avenue

Location:

Dolphin Street to Sunfish Street

Initiative:

New Street

Source:

Improvements

- Develop an interconnected road network by extending John Avenue from Dolphin Street to Sunfish Street
- Approximately 0.07 mile new street
- Local streets should have a speed limit of 25 mph with two 10' lanes of traffic, 7' parking, two 5' sidewalks, and a 4' buffer

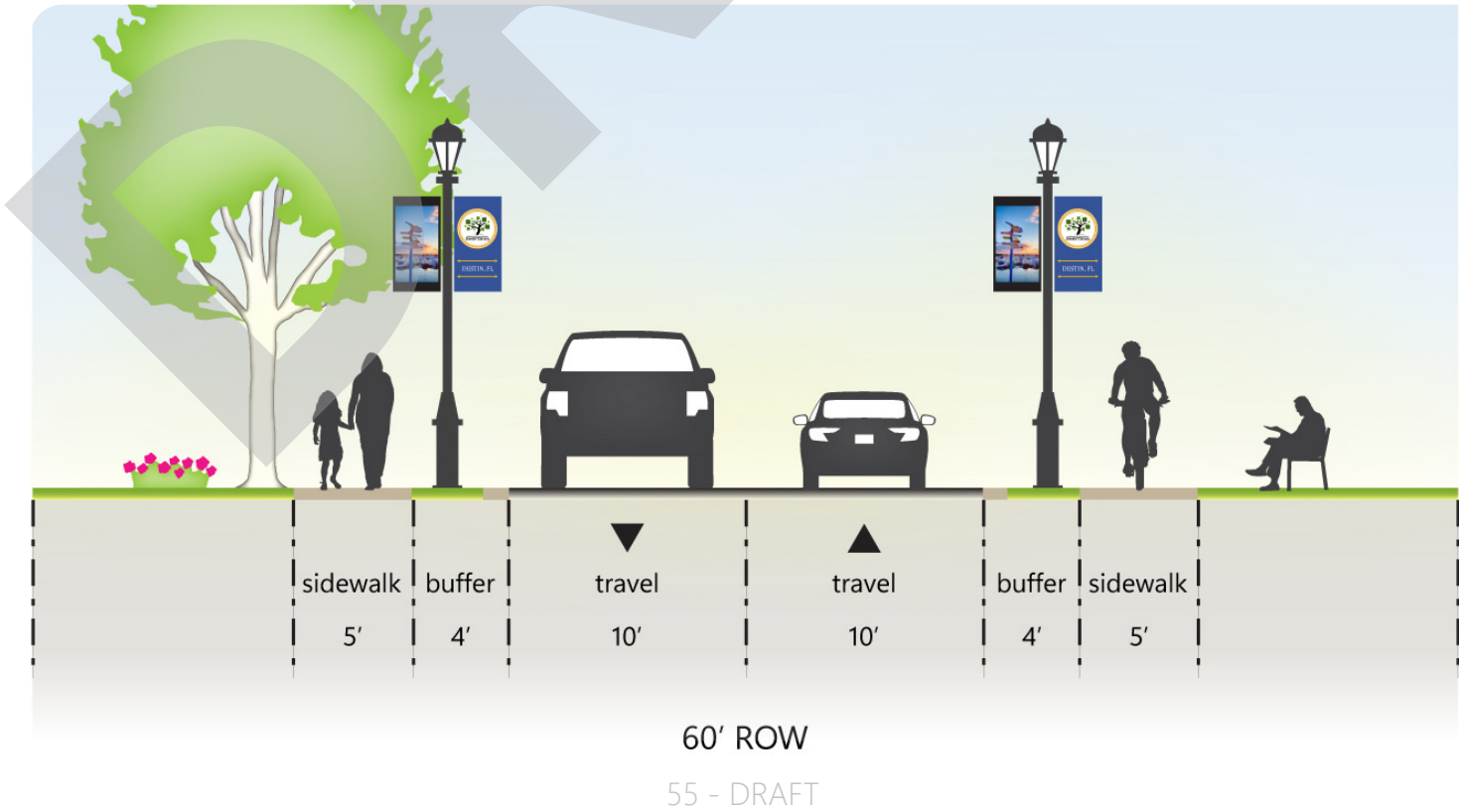
Cost

\$866,882

Priority

Benefit Score:	Policy Priority:	Total Score:
1	N/A	N/A

Proposed:

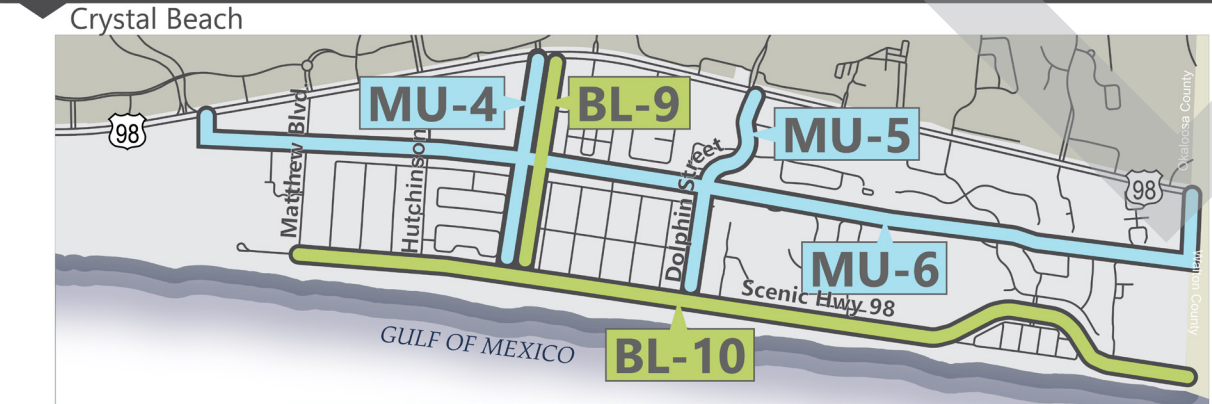
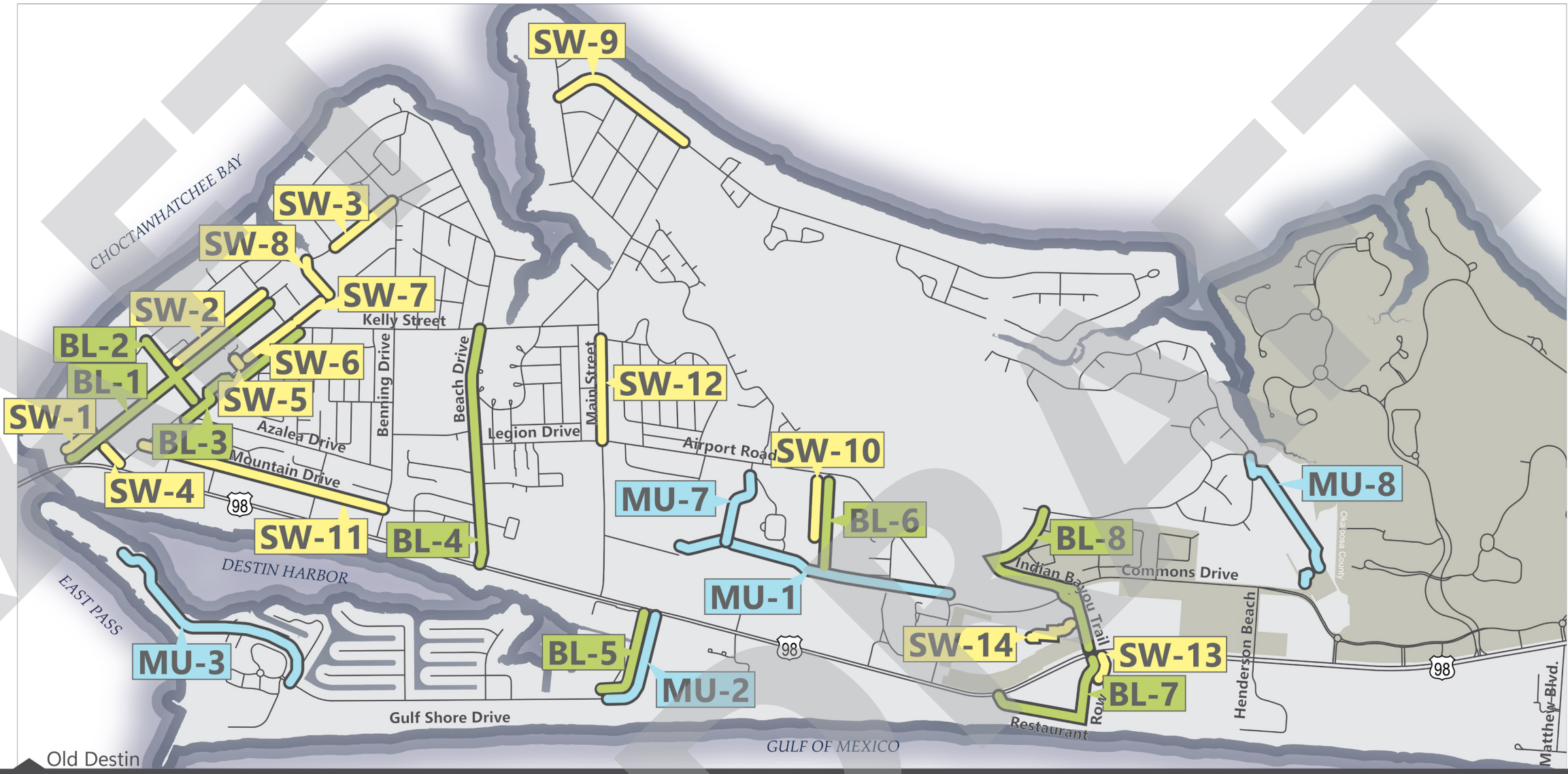


BIKE AND PEDESTRIAN

Several streets in Destin are missing sidewalks on one or both sides. Bicycle facilities are similarly disconnected. This makes it difficult for traverse the City on foot, bike, or using a mobility device such as a wheelchair. The bike and pedestrian projects in this plan include connecting existing sidewalks, adding sidewalks on streets where they currently do not exist, implementing bike lanes, and creating multi-use paths where feasible. The projected cost for all bike and pedestrian projects is 33 million dollars.

The City's Pathways Master Plan in 2009 identified improvements that would be needed to achieve Destin's goal of a "multimodal" transportation system. Destin's Comprehensive Plan and Land Development Code also discuss the need for multimodal transportation and provides standards for sidewalks, bike lanes, and streetscaping. Other improvements were discovered through public and stakeholder engagement and discussed at the Destin Mobility Plan Open House.

Prioritization for these projects mirrors the prioritization given in the Pathways Plan which involves scoring based on the following factors: fills a service gap, improves access to important destinations, reduces multimodal travel length, addresses a public desire, enhances pedestrian safety, improves linkages between higher density and housing and important destinations, satisfies MMTD mobility needs, addresses a recommendation from the 2000 Pathways Plan, and functions as a multi-use trail. Pictured to the right is an overview map of all bike and pedestrian projects.



MOBILITY PLAN | Bike/Pedestrian Projects

- Proposed Multi-Use Path
- Proposed Bike Lane
- Proposed Sidewalk



SW-1 Sibert Avenue Sidewalk



Improvements

- Create a 0.10 mile sidewalk on the east side of Sibert Avenue between Calhoun Avenue and Zerbe Street
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

Details

Project:
SW-1
Name:
Sibert Avenue Sidewalk
Location:
Calhoun Avenue to Zerbe Street
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2

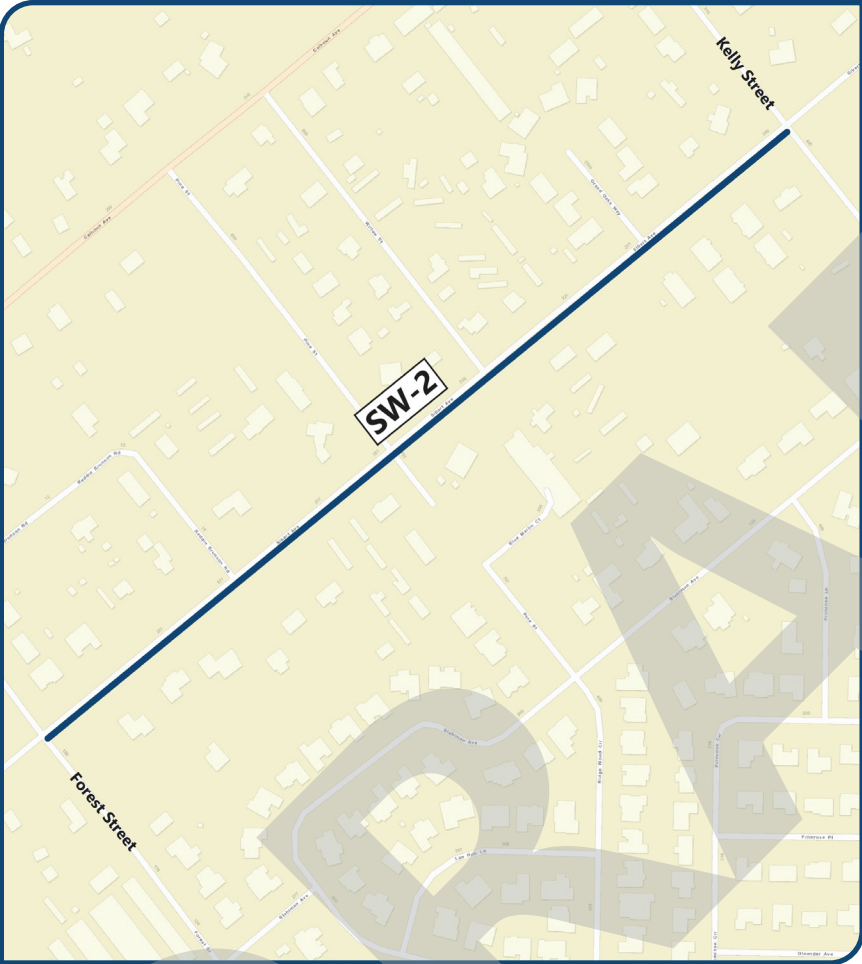
Cost

\$ 105,269

Priority

Benefit Score:	Policy Priority:	Total Score:
3	N/A	N/A

SW-2 Sibert Avenue Sidewalk



Improvements

- Create a 0.39 mile sidewalk on the east side of Sibert Avenue between Forest Street and Kelly Street
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

Details

Project:
SW-2
Name:
Sibert Avenue Sidewalk
Location:
Forest Street to Kelly Street
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2

Cost

\$ 419,030

Priority

Benefit Score:	Policy Priority:	Total Score:
3	N/A	N/A

SW-3 Sibert Avenue Sidewalk



Improvements

- Create a 0.24 mile sidewalk on the east side of Sibert Avenue between Cross Street and Benning Drive
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

Details

Project: SW-3
Name: Sibert Avenue Sidewalk
Location: Cross Street to Benning Avenue
Initiative: Pedestrian/Bike
Source: Comp Plan Map 2-2; Pathways Plan, SW-6; LDC Table 8-7B Level Two Priority

Cost

\$ 255,506

Priority

Benefit Score: 3	Policy Priority: N/A	Total Score: N/A
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SW-4 Zerbe Street Sidewalk



Improvements

- Create a 0.18 mile sidewalk on the south side of Zerbe Street between Sibert Avenue and Stahlman Avenue
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

Details

Project: SW-4
Name: Zerbe Street Sidewalk
Location: Sibert Avenue to Stahlman Avenue
Initiative: Pedestrian/Bike
Source: Pathways Plan, SW-1; LDC Table 8-7C Level Three Priority

Cost

\$ 103,606

Priority

Benefit Score: 1	Policy Priority: N/A	Total Score: N/A
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SW-5 Pine Street Sidewalk



Improvements

- Create a 0.05 mile sidewalk on the north side of Pine Street between Blue Marlin Court and Stahlman Avenue
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

Details

Project:
SW-5

Name:
Pine Street Sidewalk

Location:
Blue Marlin Court to Stahlman Avenue

Initiative:
Pedestrian/Bike

Source:
Pathways Plan, SW-5; LDC Table 8-7C Level Three Priority

Cost

\$ 31,082

Priority

Benefit Score: 1	Policy Priority: N/A	Total Score: N/A
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SW-6 Stahlman Avenue Sidewalk



Improvements

- Create a 0.11 mile sidewalk on both sides of Stahlman Avenue between Pine Street and Kelly Street
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

Details

Project:
SW-6

Name:
Stahlman Avenue Sidewalk

Location:
Pine Street to Primrose Lane

Initiative:
Pedestrian/Bike

Source:
Comp Plan Map 2-2; Pathways Plan, SW-2; LDC Table 8-7C Level Three Priority

Cost

\$ 123,461

Priority

Benefit Score: 1	Policy Priority: N/A	Total Score: N/A
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SW-7 Stahlman Avenue Sidewalk



Improvements

- Create a 0.16 mile sidewalk on the west side of Stahlman Avenue between Kelly Street and Hickory Street
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

Details

Project:
SW-7
Name:
Stahlman Avenue Sidewalk
Location:
Kelly Street to Hickory Street
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, SW-3; LDC Table 8-7B Level Two Priority

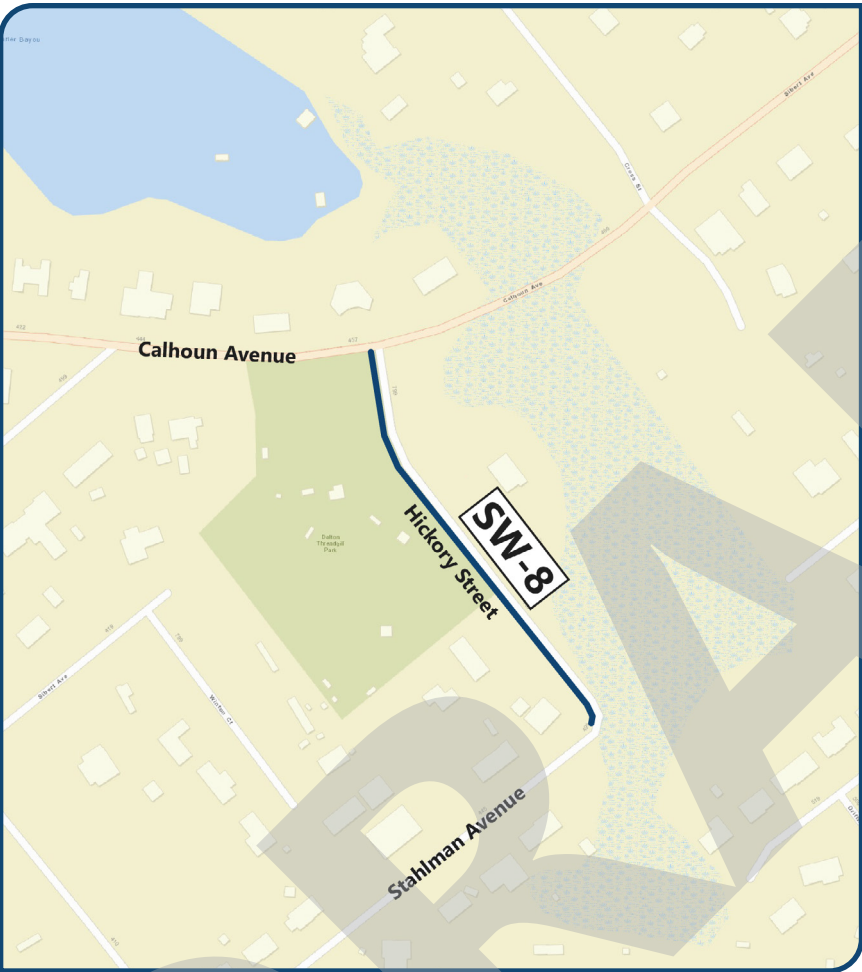
Cost

\$ 169,656

Priority

Benefit Score:	Policy Priority:	Total Score:
3	N/A	N/A

SW-8 Hickory Street Sidewalk



Improvements

- Create a 0.14 mile sidewalk on the south side of Hickory Street between Stahlman Avenue and Calhoun Avenue
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

Details

Project:
SW-8
Name:
Hickory Street Sidewalk
Location:
Stahlman Avenue to Calhoun Avenue
Initiative:
Pedestrian/Bike
Source:
Pathways Plan, SW-4; LDC Table 8-7C Level Three Priority

Cost

\$ 79,613

Priority

Benefit Score:	Policy Priority:	Total Score:
1	N/A	N/A

SW-9 Indian Trail Sidewalk



Improvements

- Create a 0.48 mile sidewalk on the south side of Indian Trail between Bayou Drive and Main Street
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

Details

Project:
SW-9
Name:
Indian Trail Sidewalk
Location:
Bayou Drive to Main Street
Initiative:
Pedestrian/Bike
Source:
Pathways Plan, SW-9; LDC Table 8-7C Level Three Priority

Cost

\$ 278,099

Priority

Benefit Score:	Policy Priority:	Total Score:
1	N/A	N/A

SW-10 Mattie M. Kelly Boulevard (northern) sidewalk



Improvements

- Create a 0.21 mile sidewalk on the west side of Mattie M Kelly Blvd between the existing sidewalk and Airport Road
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

Details

Project:
SW-10
Name:
Mattie M. Kelly Boulevard (northern) Sidewalk
Location:
Existing sidewalk to Airport Road
Initiative:
Pedestrian/Bike
Source:
Pathways Plan, SW-14; LDC Table 8-7C Level Three Priority

Cost

\$ 222,801

Priority

Benefit Score:	Policy Priority:	Total Score:
1	N/A	N/A

SW-11 Mountain Drive Sidewalk



Improvements

- Create a 0.83 mile sidewalk on the north side of Mountain Drive between Stahlman Avenue and the roundabout
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

Details

Project:
SW-11

Name:
Mountain Drive Sidewalk

Location:
Stahlman Avenue to the roundabout

Initiative:
Pedestrian/Bike

Source:
Public and Stakeholder Engagement

Cost

\$674,700

Priority

Benefit Score: 3	Policy Priority: N/A	Total Score: N/A
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SW-12 Main Street Sidewalk



Improvements

- Create a 0.3 mile sidewalk on the east side of Main Street between Legion Drive and Kell Aire Drive
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

Details

Project:
SW-12

Name:
Main Street Sidewalk

Location:
Legion Drive to Kell Aire Drive

Initiative:
Pedestrian/Bike

Source:
Public and Stakeholder Engagement

Cost

\$269,815

Priority

Benefit Score: 1	Policy Priority: N/A	Total Score: N/A
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SW-13 Restaurant Row Sidewalk



Improvements

- Create a 0.05 mile sidewalk on the east side of Restaurant Row between the public parking lot and U.S. 98
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

Details

Project:
SW-13

Name:
Restaurant Row Sidewalk

Location:
Public parking lot to U.S. 98

Initiative:
Pedestrian/Bike

Source:
Public and Stakeholder Engagement

Cost

\$58,460

Priority

Benefit Score: 3	Policy Priority: N/A	Total Score: N/A
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SW-14 Town Hall Pedestrian Access



Improvements

Details

Project:
SW-14

Name:
Town Hall Pedestrian Access

Location:

Initiative:
Pedestrian/Bike

Source:
Public and Stakeholder Engagement

Cost

\$100,763

Priority

Benefit Score: 1	Policy Priority: N/A	Total Score: N/A
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BL-1 Sibert Avenue Bicycle Lanes



Improvements

- Create bike lanes along Sibert Avenue between Calhoun Avenue and Kelly Street, a length of approximately 0.81 miles
- Bike lanes must be a minimum of 4' in width where there is no on-street parking and a minimum of 5' in width where there is on-street parking

Details

Project:
BL-1
Name:
Sibert Avenue Bicycle Lanes
Location:
Calhoun Avenue to Kelly Street
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, BL-1; LDC Table 8-7A Level One Priority

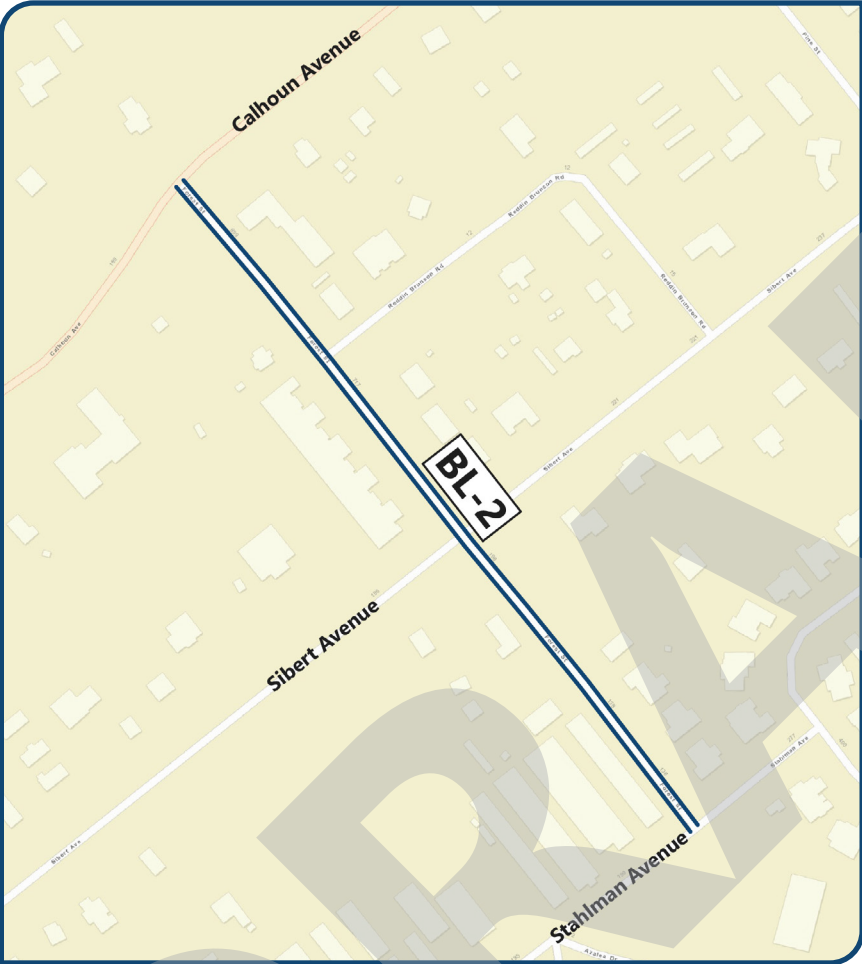
Cost

\$ 600,696

Priority

Benefit Score:	Policy Priority:	Total Score:
5	N/A	N/A

BL-2 Forest Street Bicycle Lanes



Improvements

- Create bike lanes along Forest Street between Calhoun Avenue and Stahlman Avenue, a length of approximately 0.12 miles
- Bike lanes must be a minimum of 4' in width where there is no on-street parking and a minimum of 5' in width where there is on-street parking

Details

Project:
BL-2
Name:
Forest Street Bicycle Lanes
Location:
Calhoun Avenue to Stahlman Avenue
Initiative:
Pedestrian/Bike
Source:
Pathways Plan, BL-12; LDC Table 8-7A Level One Priority

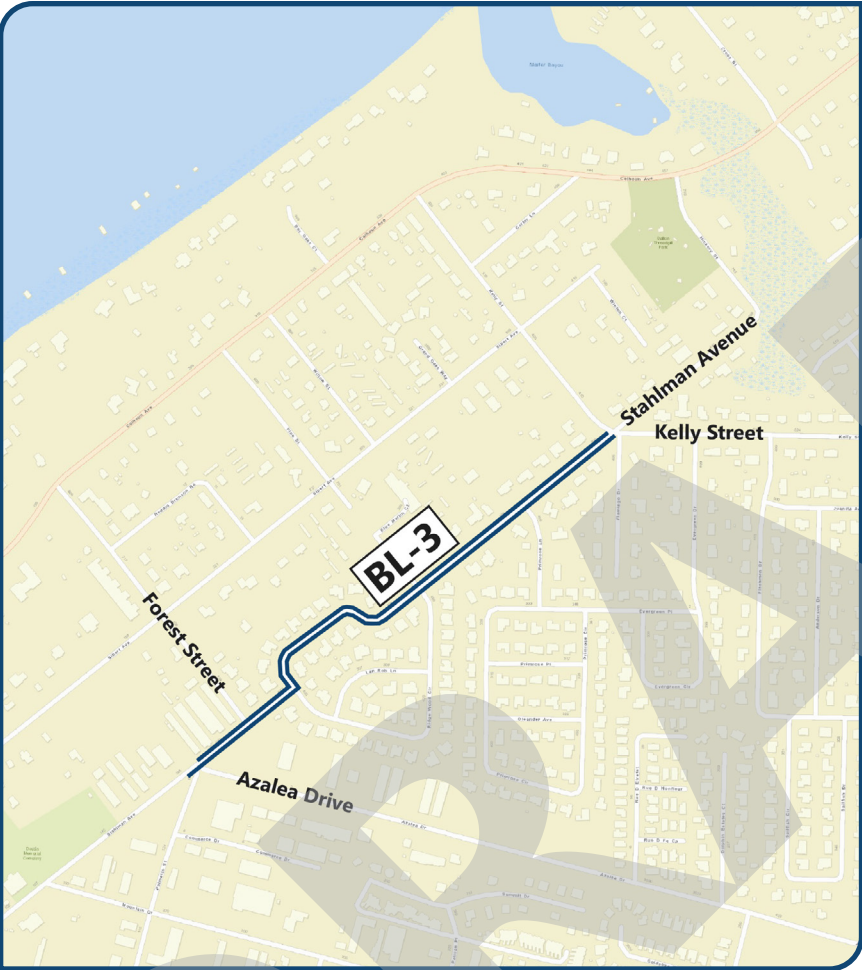
Cost

\$ 85,215

Priority

Benefit Score:	Policy Priority:	Total Score:
5	N/A	N/A

BL-3 Stahlman Avenue Bicycle Lanes



Improvements

- Create bike lanes along Stahlman Avenue between Azalea Drive and Kelly Street, a length of approximately 0.49 miles
- Bike lanes must be a minimum of 4' in width where there is no on-street parking and a minimum of 5' in width where there is on-street parking

Details

Project:
BL-3

Name:
Stahlman Avenue Bicycle Lanes

Location:
Azalea Drive to Kelly Street

Initiative:
Pedestrian/Bike

Source:
Pathways Plan, BL-6; LDC Table 8-7C Level Three Priority

Cost

\$ 360,417

Priority

Benefit Score: 1	Policy Priority: N/A	Total Score: N/A
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BL-4 Beach Drive Bicycle Lanes



Improvements

- Create bike lanes along Beach Drive between Harbor Boulevard and Kelly Street, a length of approximately 0.78 miles
- Bike lanes must be a minimum of 4' in width where there is no on-street parking and a minimum of 5' in width where there is on-street parking

Details

Project:
BL-4

Name:
Beach Drive Bicycle Lanes

Location:
Harbor Boulevard to Kelly Street

Initiative:
Pedestrian/Bike

Source:
Comp Plan Map 2-2; Pathways Plan, BL-5; LDC Table 8-7A Level One Priority

Cost

\$ 573,455

Priority

Benefit Score: 5	Policy Priority: N/A	Total Score: N/A
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BL-5 Gulf Shore Drive Bicycle Lanes



Improvements

- Create bike lanes along Gulf Shore Drive between Sandpiper Cove and Harbor Blvd, a length of approximately 0.35 miles
- Bike lanes must be a minimum of 4’ in width where there is no on-street parking and a minimum of 5’ in width where there is on-street parking

Details

Project:
BL-5
Name:
Gulf Shore Drive Bicycle Lanes
Location:
Sandpiper Cove to Harbor Boulevard
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, BL-2; LDC Table 8-7B Level Two Priority

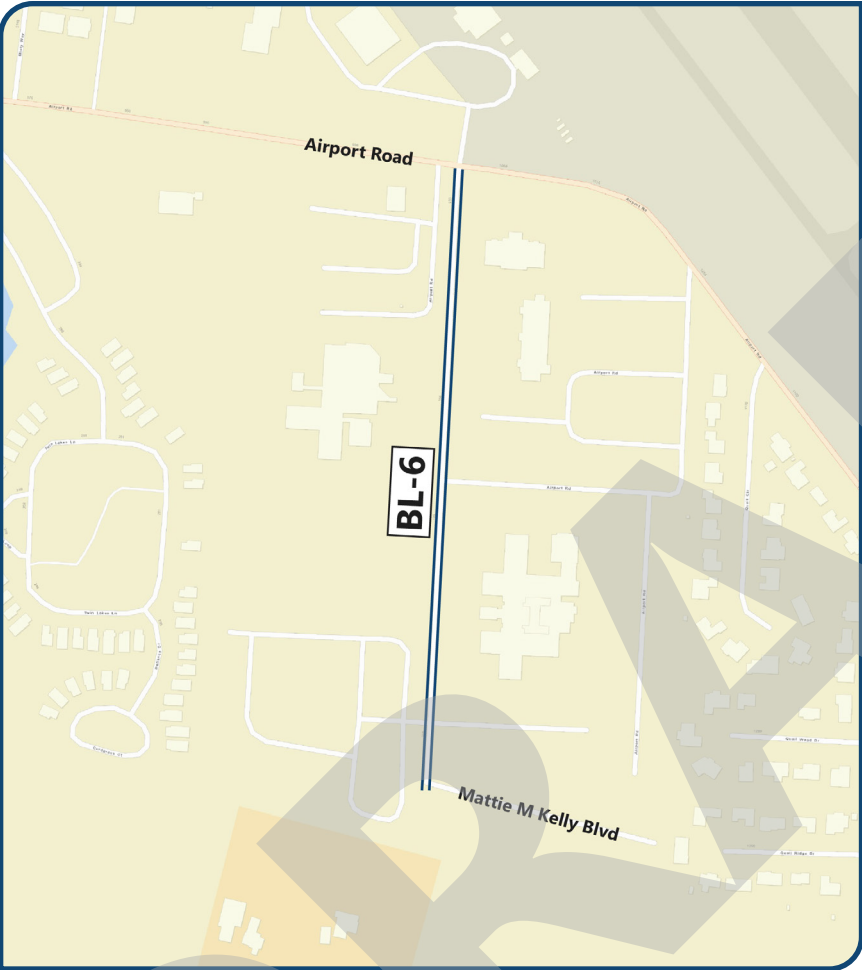
Cost

\$ 257,042

Priority

Benefit Score:	Policy Priority:	Total Score:
3	N/A	N/A

BL-6 Mattie M. Kelly Boulevard (northern) Bicycle Lanes



Improvements

- Create bike lanes along Mattie M Kelly Blvd between the existing roadway end and Airport Road, a length of approximately 0.25 miles
- Bike lanes must be a minimum of 4’ in width where there is no on-street parking and a minimum of 5’ in width where there is on-street parking

Details

Project:
BL-6
Name:
Mattie M. Kelly Boulevard (northern) Bicycle Lanes
Location:
Existing end roadway to Airport Road
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-1; Pathways Plan, BL-11; LDC Table 8-7B Level Two Priority

Cost

\$ 185,377

Priority

Benefit Score:	Policy Priority:	Total Score:
3	N/A	N/A

BL-7 Scenic 98 (west)/Restaurant Row Bicycle Lanes



Improvements

- Create bike lanes along Scenic 98/ Restaurant Row between Emerald Coast Parkway and Emerald Coast Parkway, a length of approximately 0.49 miles
- Bike lanes must be a minimum of 4' in width where there is no on-street parking and a minimum of 5' in width where there is on-street parking

Details

Project:
BL-7
Name:
Scenic 98 (west)/Restaurant Row Bicycle Lanes
Location:
Emerald Coast Parkway to Emerald Coast Parkway
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, BL-8; LDC Table 8-7B Level Two Priority

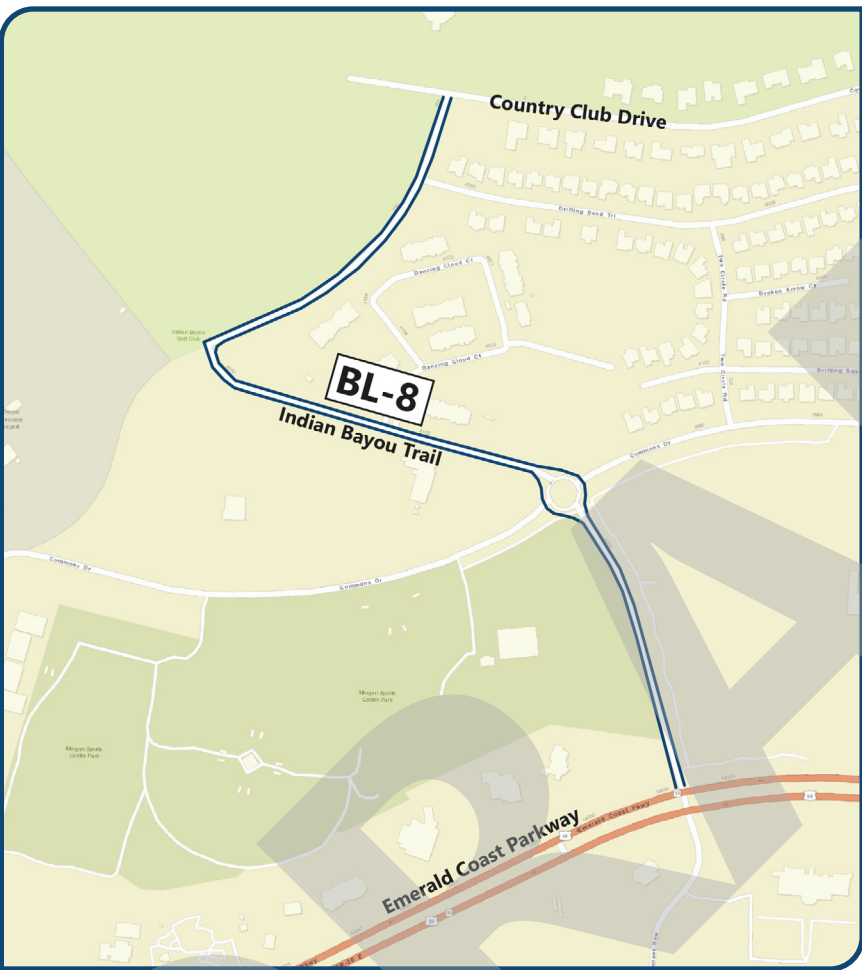
Cost

\$ 2,286,414

Priority

Benefit Score:	Policy Priority:	Total Score:
3	N/A	N/A

BL-8 Indian Bayou Trail Bicycle Lanes



Improvements

- Create bike lanes along Indian Bayou Trail between Emerald Coast Parkway and Country Club Drive, a length of approximately 0.73 miles
- Bike lanes must be a minimum of 4' in width where there is no on-street parking and a minimum of 5' in width where there is on-street parking

Details

Project:
BL-8
Name:
Indian Bayou Trail Bicycle Lanes
Location:
Emerald Coast Parkway to Country Club Drive
Initiative:
Pedestrian/Bike
Source:
Pathways Plan, BL-7; LDC Table 8-7C Level Three Priority

Cost

\$ 541,324

Priority

Benefit Score:	Policy Priority:	Total Score:
1	N/A	N/A

BL-9 Crystal Beach Drive Multiuse Path



Improvements

- Create bike lanes along Crystal Beach Drive between Scenic 98 East and Emerald Coast Parkway, a length of approximately 0.48 miles
- Bike lanes must be a minimum of 4' in width where there is no on-street parking and a minimum of 5' in width where there is on-street parking

Details

Project:
BL-9

Name:
Crystal Beach Drive Multiuse Path

Location:
Scenic 98 East to Emerald Coast Parkway

Initiative:
Pedestrian/Bike

Source:
Comp Plan Map 2-2; Pathways Plan, BL-4; LDC Table 8-7B Level Two Priority

Cost

\$ 352,036

Priority

Benefit Score: 3	Policy Priority: N/A	Total Score: N/A
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BL-10 Scenic 98 (east) Bicycle Lanes



Improvements

- Create bike lanes along Scenic 98 between Matthew Blvd and the Walton County line, a length of approximately 2.08 miles
- Bike lanes must be a minimum of 4' in width where there is no on-street parking and a minimum of 5' in width where there is on-street parking

Details

Project:
BL-10

Name:
Scenic 98 (east) Bicycle Lanes

Location:
Matthew Boulevard to Walton County Line

Initiative:
Pedestrian/Bike

Source:
Comp Plan Map 2-2

Cost

\$ 9,673,289

Priority

Benefit Score: 3	Policy Priority: N/A	Total Score: N/A
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MU-1 Powerline Easement (west) Multi-use Path



Improvements

- Create a multi-use path along the powerline easement between Main Street and Airport Road
- Multi-use pathways must be a minimum of 10' in width
- Pathway must remain unobstructed by sidewalk furniture, street trees, planter boxes, newspaper boxes, retail displays or other barriers

Details

Project:
MU-1

Name:
Powerline Easement (west) Multi-use Path

Location:
Main Street to Airport Road

Initiative:
Pedestrian/Bike

Source:
Pathways Plan, MUT-5; LDC Table 8-7B Level Two Priority

Cost

\$10,000,000

Priority

Benefit Score: 3	Policy Priority: N/A	Total Score: N/A
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MU-2 Gulf Shore Drive Multi-use Path



Improvements

- Create a multi-use path along Gulf Shore Drive between Sandpiper Cove and Harbor Blvd
- Multi-use pathways must be a minimum of 10' in width
- Pathway must remain unobstructed by sidewalk furniture, street trees, planter boxes, newspaper boxes, retail displays or other barriers

Details

Project:
MU-2

Name:
Gulf Shore Drive Multi-use Path

Location:
Sandpiper Cove to Harbor Boulevard

Initiative:
Pedestrian/Bike

Source:
Comp Plan Map 2-2; Pathways Plan, MUT-3; LDC Table 8-7B Level Two Priority

Cost

\$ 298,017

Priority

Benefit Score: 3	Policy Priority: N/A	Total Score: N/A
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MU-3 Gulf Shore Drive Multi-use Path



Improvements

- Create a multi-use path along Gulf Shore Drive between Norriego Point and Durango Road
- Multi-use pathways must be a minimum of 10' in width
- Pathway must remain unobstructed by sidewalk furniture, street trees, planter boxes, newspaper boxes, retail displays or other barriers

Details

Project:
MU-3

Name:
Gulf Shore Drive Multi-use Path

Location:
Norriego Point to Durango Road

Initiative:
Pedestrian/Bike

Source:
Pathways Plan, MUT-4; LDC Table 8-7A Level One Priority

Cost

\$ 557,162

Priority

Benefit Score: 5	Policy Priority: N/A	Total Score: N/A
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MU-4 Crystal Beach Drive Multi-use Path



Improvements

- Create a multi-use path along Crystal Beach Drive between Scenic 98 and Emerald Coast Parkway
- Multi-use pathways must be a minimum of 10' in width
- Pathway must remain unobstructed by sidewalk furniture, street trees, planter boxes, newspaper boxes, retail displays or other barriers

Details

Project:
MU-4

Name:
Crystal Beach Drive Multi-use Path

Location:
Scenic 98 to Emerald Coast Parkway

Initiative:
Pedestrian/Bike

Source:
Pathways Plan, MUT-15; LDC Table 8-7A Level One Priority

Cost

\$ 408,154

Priority

Benefit Score: 5	Policy Priority: N/A	Total Score: N/A
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MU-5 Dolphin Street/Regatta Bay Boulevard Multi-use Path



Improvements

- Create a multi-use path along Dolphin Street/Regatta Bay Blvd between Scenic 98 and Emerald Coast Parkway
- Multi-use pathways must be a minimum of 10’ in width
- Pathway must remain unobstructed by sidewalk furniture, street trees, planter boxes, newspaper boxes, retail displays or other barriers

Details

Project:
MU-5
Name:
Dolphin Street/Regatta Bay Boulevard Multi-use Path
Location:
Scenic 98 to Emerald Coast Parkway
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, MUT-16; LDC Table 8-7A Level One Priority

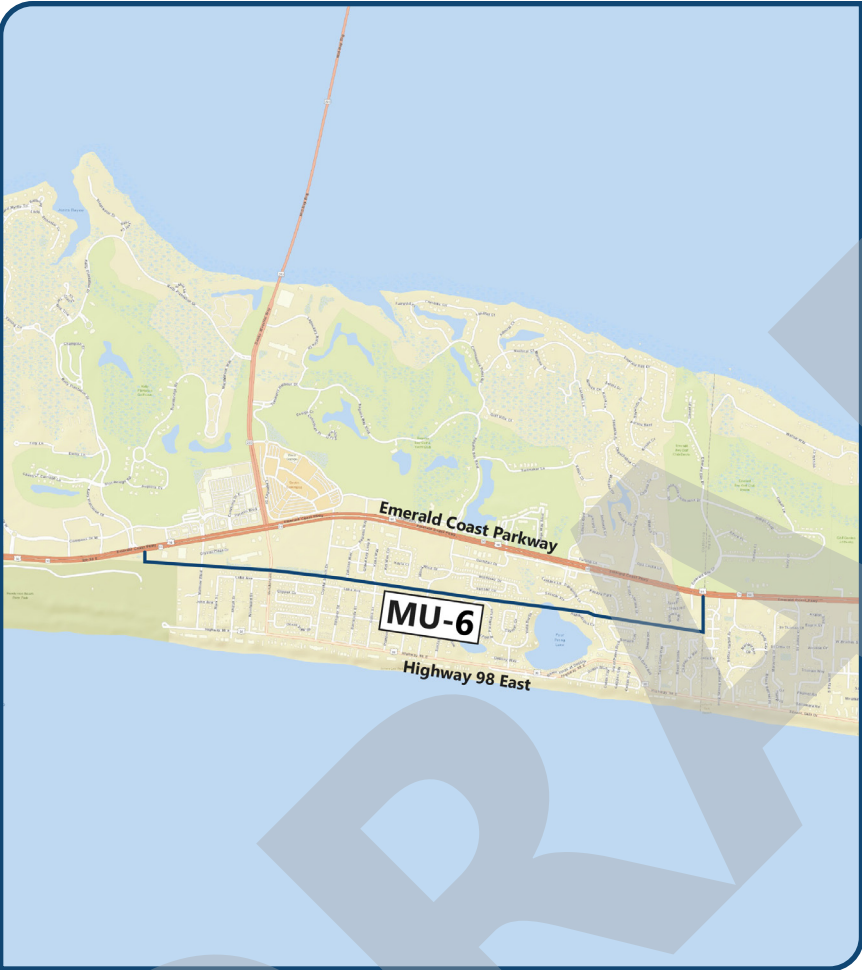
Cost

\$ 453,504

Priority

Benefit Score:	Policy Priority:	Total Score:
5	N/A	N/A

MU-6 Powerline easement (east) Multi-use Path



Improvements

- Create a multi-use path along the powerline easement between Emerald Coast Parkway and the Walton County line
- Multi-use pathways must be a minimum of 10’ in width
- Pathway must remain unobstructed by sidewalk furniture, street trees, planter boxes, newspaper boxes, retail displays or other barriers

Details

Project:
MU-6
Name:
Powerline easement (east) Multi-use Path
Location:
Emerald Coast Parkway to Walton County Line
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, MUT-13; LDC Table 8-7A Level One Priority

Cost

\$1,941,257

Priority

Benefit Score:	Policy Priority:	Total Score:
5	N/A	N/A

MU-7 West of Twin Lakes Multi-use Path



Improvements

- Create a multi-use path west of Twin Lakes between 98 Palms Boulevard and Airport Road
- Multi-use pathways must be a minimum of 10' in width
- Pathway must remain unobstructed by sidewalk furniture, street trees, planter boxes, newspaper boxes, retail displays or other barriers

Details

Project:
MU-7

Name:
West of Twin Lakes Multi-use Path

Location:
98 Palms Blvd to Airport Road

Initiative:
Pedestrian/Bike

Source:
Public and Stakeholder Engagement

Cost

\$286,485

Priority

Benefit Score: 1	Policy Priority: N/A	Total Score: N/A
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MU-8 Indian Trail to Destin High School Multi-Use Path



Improvements

- Create a multi-use path from northern neighborhoods at Indian Trail to Destin High School along the Indian Bayou
- Multi-use pathways must be a minimum of 10' in width
- Pathway must remain unobstructed by sidewalk furniture, street trees, planter boxes, newspaper boxes, retail displays or other barriers

Details

Project:
MU-8

Name:
Indian Trail to Destin High School Multi-Use Path

Location:
Along Indian Bayou

Initiative:
Pedestrian/Bike

Source:
Public and Stakeholder Engagement

Cost

\$1,312,697

Priority

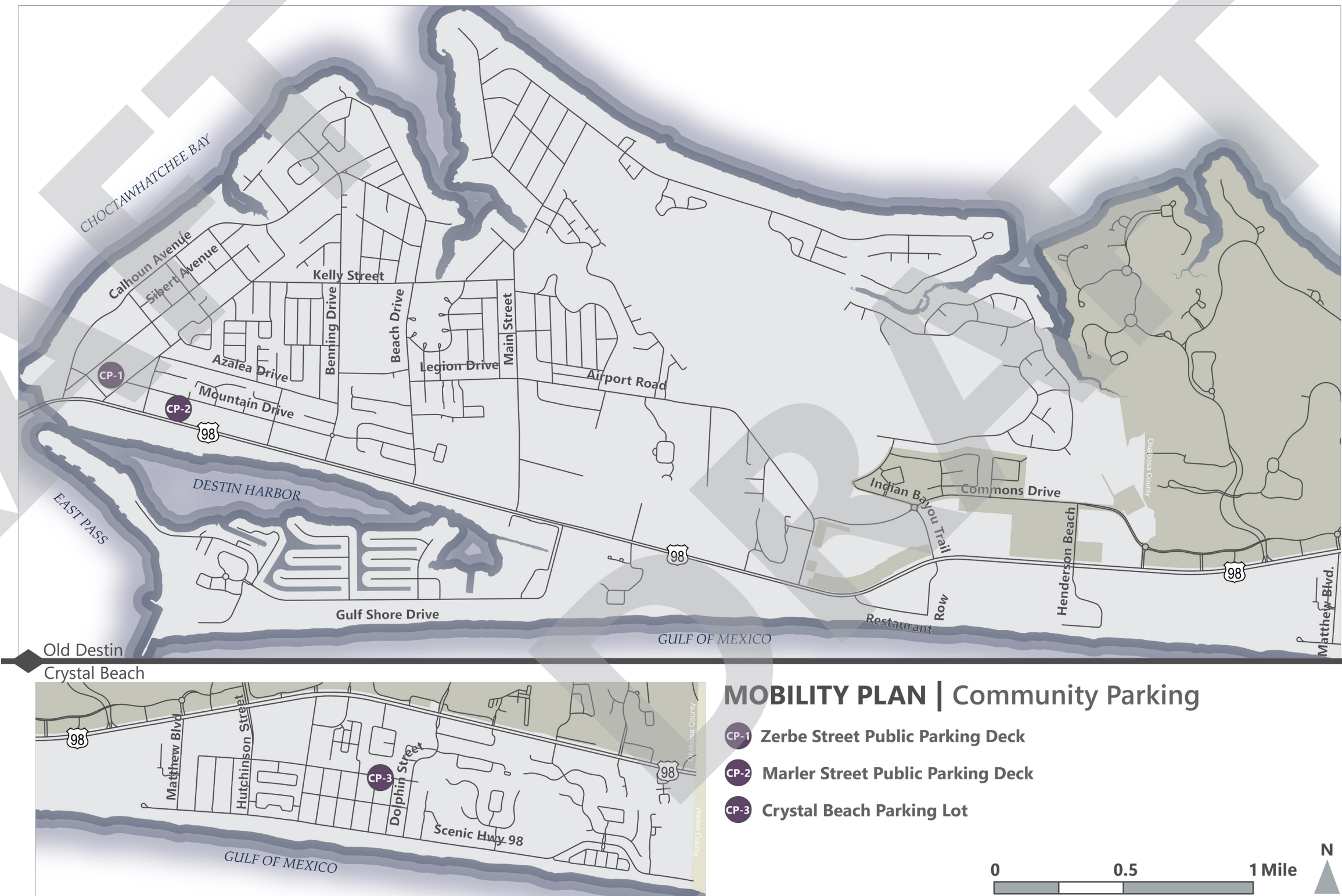
Benefit Score: 3	Policy Priority: N/A	Total Score: N/A
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COMMUNITY PARKING

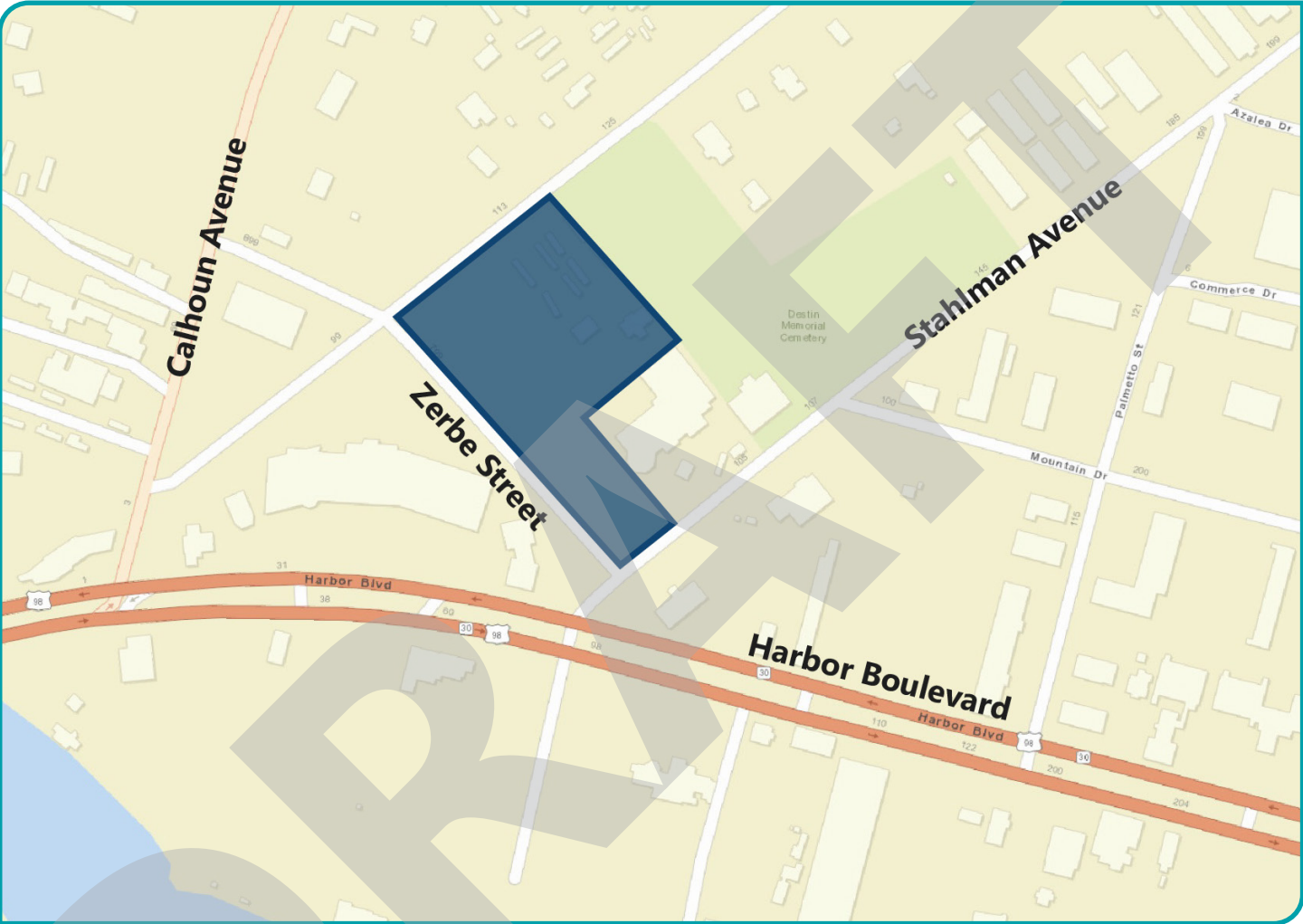
Public parking is a necessity for Destin, especially during peak months (mid-June through August). The Destin Harbor District has four public parking lots: Destin Community Center Pay-to-Park and Permit Parking, Destin Library (after business hours), Marler Street Pay-to-Park, and Zerbe Street Pay-to-Park. The City of Destin charges \$5.00 per day with the exception of handicap parking. These lots are all within a 10 minute walk to Harbor Boardwalk which makes them convenient for users.

Investing in additional public parking is a priority for the City of Destin. Potential locations for expanding public parking options within the Harbor District include the Zerbe Street Lot and Marler Street Lot. Outside of the Harbor District, there is the potential for expanding parking at Crystal Beach. The total cost for all parking projects is 51.7 million dollars.

A parking deck at the Zerbe Street lot could be anywhere from 3-4 stories with up to 625 parking spaces. A parking deck at the Marler Street lot could be 3-4 stories with up to 350 parking spaces. Since this site is 2.12 acres, there would be additional space on the site which could be utilized as a new community center or activity space for residents of Destin to enjoy year-round. Lastly, there is an opportunity to expand public parking outside of the Destin Harbor District at Crystal Beach. The Crystal Beach parking project is a proposed parking lot with 250 parking spaces.



Zerbe Street Parking Deck



Details

Project:
CP-1

Name:
Zerbe Street Parking Deck

Location:
Zerbe Street at Sibert Avenue

Initiative:
Community Parking

Number of parking spots proposed:
625

Cost

\$31,772,869

Priority

Benefit Score: 5	Policy Priority: N/A	Total Score: N/A
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Marler Street Parking Deck



Details

Project:
CP-2

Name:
Marler Street Parking Deck

Location:
Marler St at Mountain Dr and Harbor Blvd

Initiative:
Community Parking

Number of parking spots proposed:
350

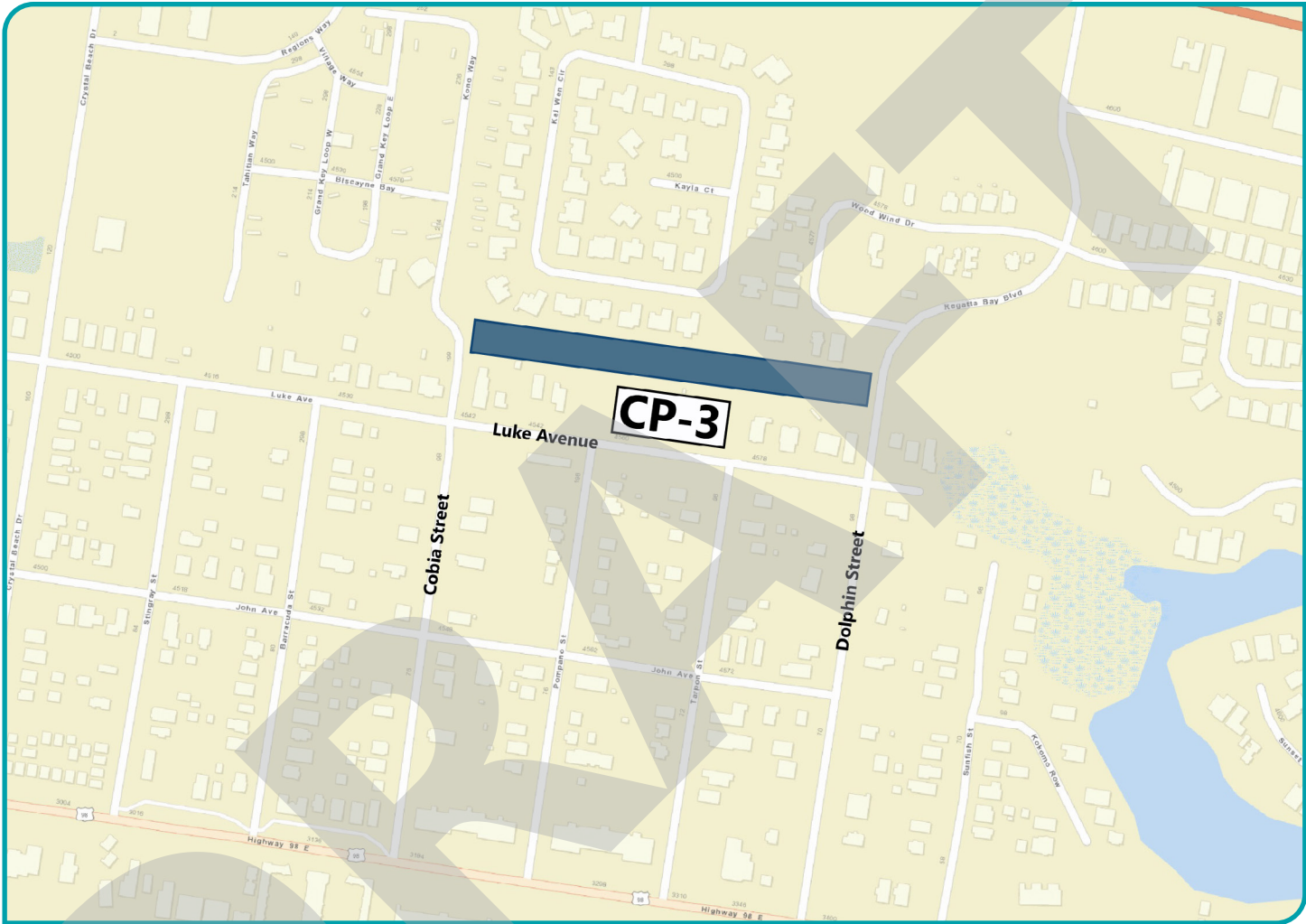
Cost

\$18,442,179

Priority

Benefit Score: 5	Policy Priority: N/A	Total Score: N/A
---------------------	-------------------------	---------------------

Crystal Beach Parking Lot (FPL Easement)



Details

Project:
CP-3

Name:
Crystal Beach Parking Lot

Location:
Utility easement between Cobia St and Dolphin St

Initiative:
Community Parking

Number of parking spots proposed:
250

Cost

\$1,501,500

Priority

Benefit Score: 1	Policy Priority: N/A	Total Score: N/A
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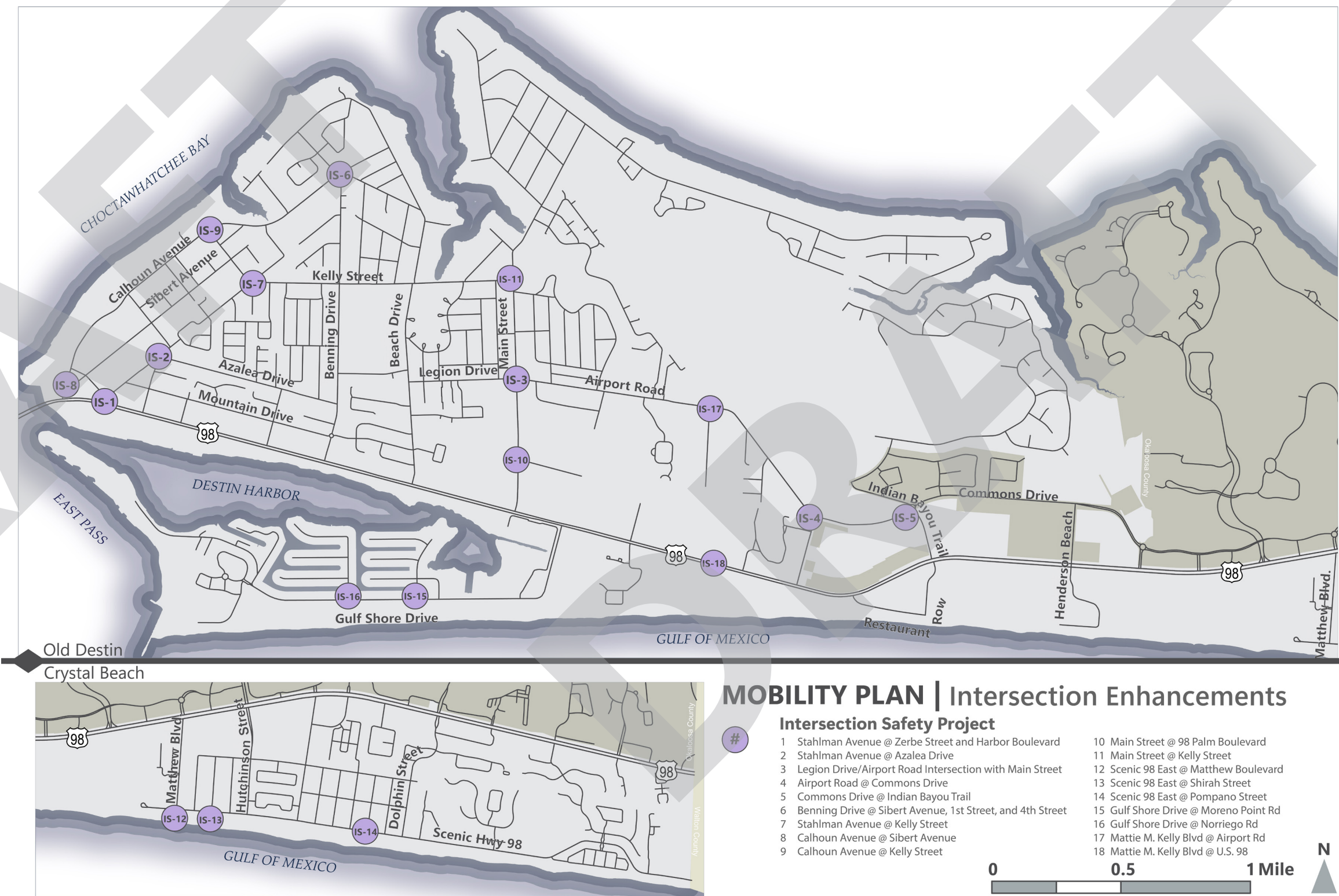
DRAFT

INTERSECTION ENHANCEMENTS

There are numerous intersections throughout Destin that require attention due to crash rates and projected growth. Careful consideration was given to intersections with previous pedestrian and bicyclist injuries and fatalities. Potential types of improvements include extended central medians, curb radius reduction, crosswalks, pedestrian refuge islands, rapid-flashing beacons, pedestrian priority signs, roundabouts with bicycle and pedestrian accommodations, and painted crosswalks.

The intersection projects in this plan include Stahlman Avenue at Zerbe Street and Harbor Boulevard, Stahlman Avenue at Azalea Drive, Stahlman Avenue at Kelly Street, Legion Drive/Airport Road at Main Street, Airport Road at Commons Drive, Commons Drive at Indian Bayou Trail, Benning Drive at Sibert Avenue, 1st Street, and 4th Street, Calhoun Avenue at Sibert Avenue, Calhoun Avenue at Kelly Street, Main Street at 98 Palms Boulevard, Scenic 98 East at Matthew Boulevard, Scenic 98 East at Shirah Street, Scenic 98 East at Pompano Street, Gulf Shore Drive at Moreno Point Road, Gulf Shore Drive at Norriego Road, Mattie M. Kelly Blvd at Airport Road, and Mattie M. Kelly Blvd at U.S. 98. Each intersection was analyzed by the planning team to come up with efficient recommendations.

The recommendations listed in the following pages take other mobility projects, such as proposed bike and pedestrian projects, into consideration. The total estimated cost for intersection enhancements is 8 million dollars.

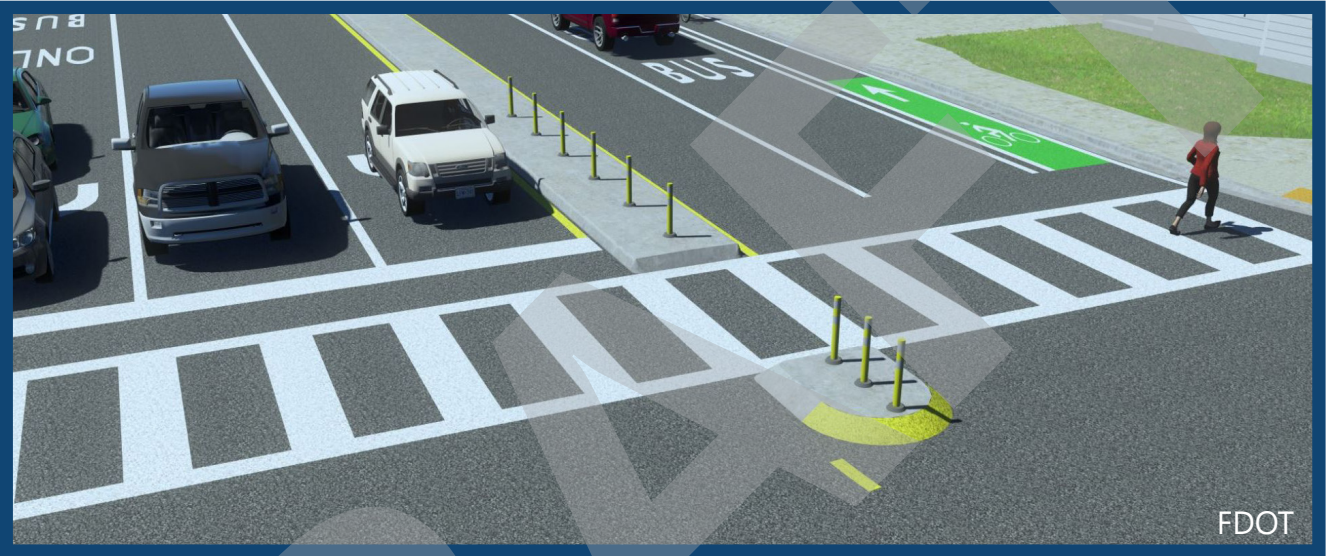


Intervention Types

1

Extended Central Medians

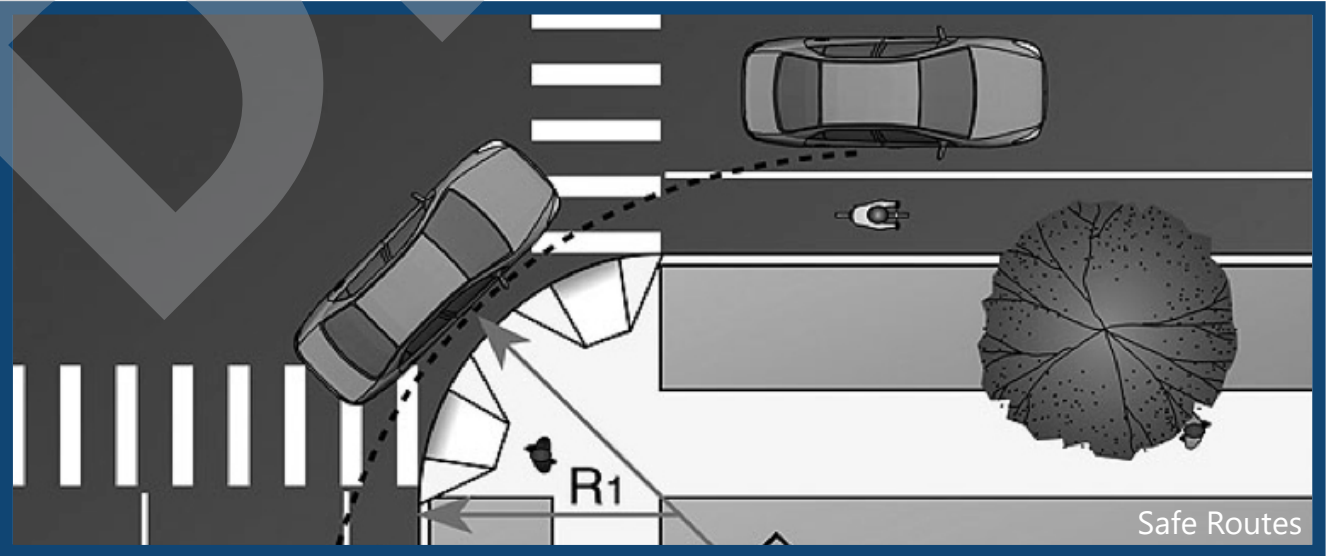
Raised medians are located between opposing lanes of traffic within a street. When the median extends through a marked crosswalk, drivers must slow down to make a sharper turn. Extended central medians are traffic calming measures which increase pedestrian visibility and safety.



2

Curb Radius Reduction

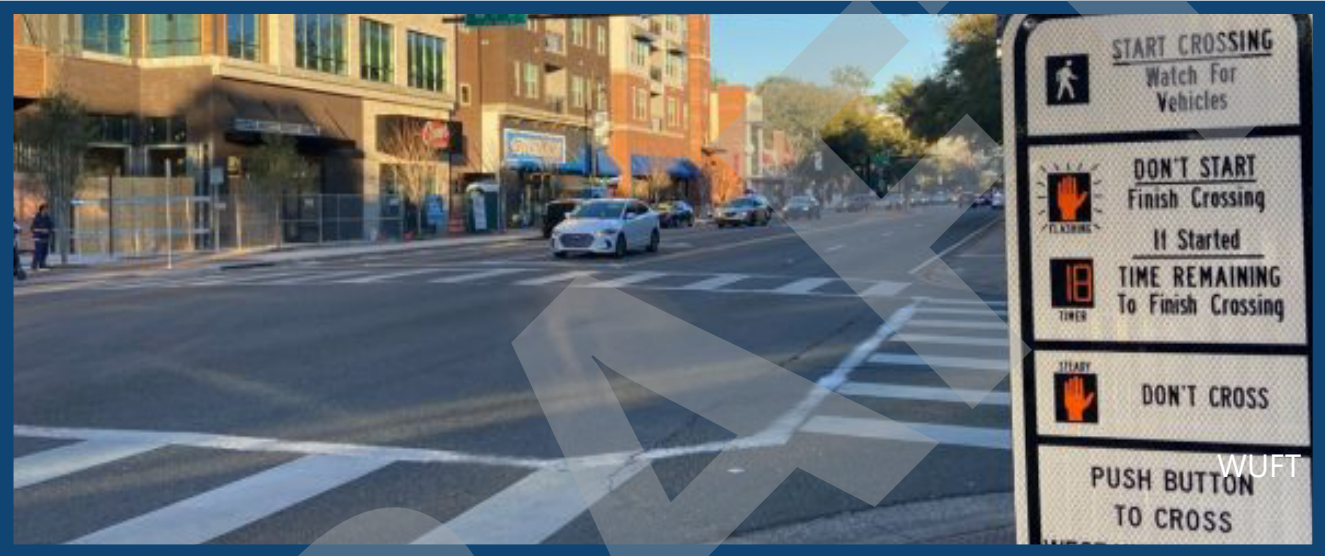
Appropriately designed curb radii account for all road users, including pedestrians and bicyclists. Tighter curb radii prevent high speed vehicular turns and increases pedestrian visibility. Intersections with tight curb radii tend to reduce crossing distances for pedestrians as well.



3

Crosswalks

Well designed roadway networks include highly visible crosswalks on all legs of signalized intersections. High-visibility design includes patterns (typically ladder) which are high contrast (asphalt/white) and visible to all road users from farther away.



4

Pedestrian Refuge Islands

Medians separating multi-lane roads require additional pedestrian safety measures. Pedestrian refuge islands allow pedestrians to cross one direction of traffic and then wait at the island until the other direction of traffic becomes clear.



5

Rapid-Flashing Beacon

Rapid-flashing beacons are pedestrian-activated LED lights. When activated, these beacons increase visibility of pedestrians and bicyclists by warning drivers to stop and allow other users to cross the road. Since the signal can be seen from farther away, it provides plenty of time for drivers to stop.



6

Pedestrian Priority Signs

Priority signs indicate which user has the right-of-way at an intersection. Drivers must always yield to pedestrians, but these signs help increase pedestrian safety by reminding drivers to share the road and to be cautious of foot traffic.



7

Roundabouts with Bicycle and Pedestrian Accommodations

Roundabouts increase safety by significantly decreasing vehicle speeds and reducing conflict. In order to further accommodate bicyclists and pedestrians, roundabouts can include marked crosswalks, extended central medians, pedestrian priority signs, and pedestrian refuge islands.



8

Painted Crosswalks

Studies show that painted crosswalks lead to decreased vehicle speeds and higher alertness of road users. Painted crosswalks increase community involvement in public art. Crosswalk design must remain high contrast and recognizable to accommodate individuals with low-visibility.



IS-1 Stahlman Avenue at Harbor Boulevard & Zerbe Street



Improvements

- Consider moving gas station access to Zerbe Street
- Add a pedestrian refuge
- Increase crosswalk visibility
- Reduce curb cuts
- Extend central medians

Cost

\$135,828

Priority

Benefit Score:	Policy Priority:	Total Score:
5	N/A	N/A

IS-2 Stahlman Avenue at Azalea Drive



Improvements

- Full crosswalk treatment
- Move Azalea stop line up to Stahlman Avenue
- Close Palmetto Street at the intersection
- Make the sidewalk continuous

Cost

\$123,159

Priority

Benefit Score:	Policy Priority:	Total Score:
3	N/A	N/A

IS-3 Legion Drive/Airport Road at Main Street



Improvements

- Reduce double left turn on Airport Rd to single turn lane and extend the curb/sidewalk straight through existing right turn lane
- Shift travel lanes south
- Rehabilitate existing crosswalks
- Extend center medians to provide pedestrian refuge
- Reduce turning radii
- Implement streetscaping

Cost

\$631,990

Priority

Benefit Score:	Policy Priority:	Total Score:
5	N/A	N/A

IS-4 Airport Road at Commons Drive



Improvements

- Ensure safe and comfortable transition from Linear Park
- Add crosswalks across south leg of intersection
- Add pedestrian refuge at south median
- Improve existing crosswalks
- Reduce turning radii
- Remove "merge" area from Commons Dr and replace with bike lane or multi-use path

Cost

\$66,983

Priority

Benefit Score:	Policy Priority:	Total Score:
5	N/A	N/A

IS-5 Commons Drive at Indian Bayou Trail



Improvements

- Extend bike lanes on Commons Dr through the intersection to connect to future bike lanes on Indian Bayou Trail
- Ensure all roundabout legs have well-marked crosswalks

Cost

\$38,798

Priority

Benefit Score: 3	Policy Priority: N/A	Total Score: N/A
----------------------------	--------------------------------	----------------------------

IS-6 Benning Avenue at Sibert Ave, 1st St, & 4th St



Improvements

- Add a roundabout or alternative intersection improvements
- Support shared use path on northwest side of Sibert Avenue
- Ensure accommodations for people on foot and bike

Cost

\$1,201,471

Priority

Benefit Score: 1	Policy Priority: N/A	Total Score: N/A
----------------------------	--------------------------------	----------------------------

IS-7 Stahlman Avenue at Kelly Street



Improvements

- Explore the possibility of a roundabout
- Enhance pedestrian island into a more purposeful size and shape

Cost

\$1,062,945

Priority

Benefit Score:	Policy Priority:	Total Score:
1	N/A	N/A

IS-8 Calhoun Avenue at Sibert Avenue



Improvements

- Enhance multimodal access between public parking and planned boardwalk under the bridge

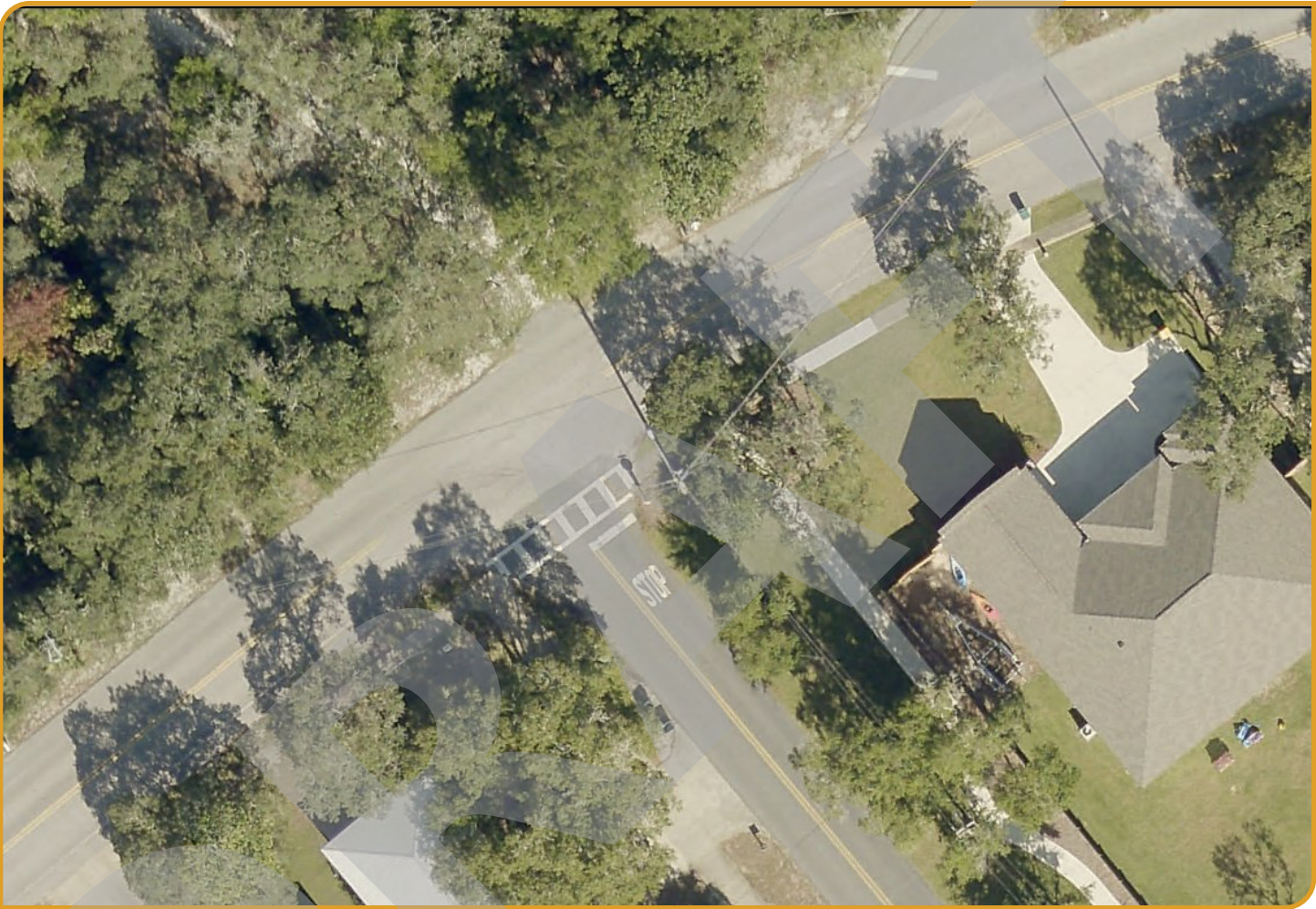
Cost

\$19,399

Priority

Benefit Score:	Policy Priority:	Total Score:
1	N/A	N/A

IS-9 Calhoun Avenue at Kelly Street



Improvements

- Add crossing on Calhoun Avenue with path project (west side of Calhoun Avenue)
- Repaint and mark existing bike lanes
- Three-way stop at the intersection

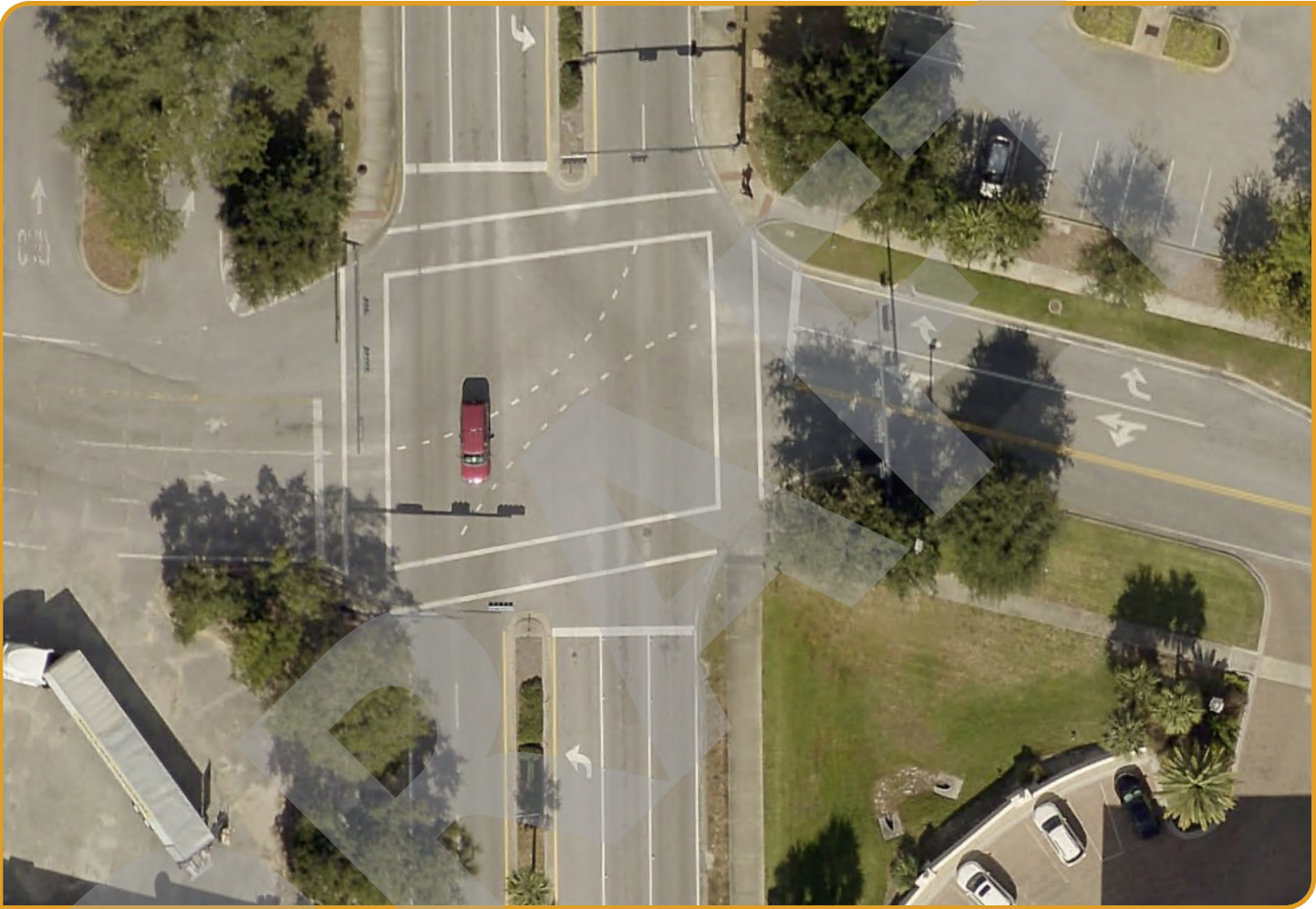
Cost

\$20,668

Priority

Benefit Score: 1	Policy Priority: N/A	Total Score: N/A
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IS-10 Main Street at 98 Palms Blvd



Improvements

- Improve crosswalks
- Reduce turning radii
- Extend center median for pedestrian refuge
- Plan for connection to powerline easement to the north
- Build median on 98 Palms west of Main to reduce crossing distance

Cost

\$566,135

Priority

Benefit Score: 3	Policy Priority: N/A	Total Score: N/A
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IS-11 Main Street at Kelly Street



Improvements

- Add crosswalk to north leg
- Add pedestrian refuges
- Introduce a painted crosswalk to memorialize victim
- In-ground flashing beacons and signage at crosswalks
- Reduce turn lanes to two travel lanes in each direction
- Extend bike lanes
- Reduce curb cut at convenient store

Cost

\$240,253

Priority

Benefit Score: 3	Policy Priority: N/A	Total Score: N/A
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IS-12 Scenic 98 at Matthew Blvd



Improvements

- Reduce turning radii
- Repaint and restamp faded crosswalks
- Continue to prioritize people on foot and bike
- Add streetscaping
- Complete missing crosswalks
- Add higher visibility signage, especially at uncontrolled intersections

Cost

\$791,371

Priority

Benefit Score: 1	Policy Priority: N/A	Total Score: N/A
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IS-13 Scenic 98 at Shirah Street



Improvements

- Reduce turning radii
- Repaint and restamp faded crosswalks
- Continue to prioritize people on foot and bike
- Add streetscaping
- Complete missing crosswalks
- Add higher visibility signage, especially at uncontrolled intersections

Cost

\$791,371

Priority

Benefit Score:	Policy Priority:	Total Score:
1	N/A	N/A

IS-14 Scenic 98 at Pompano Street



Improvements

- Reduce turning radii
- Repaint and restamp faded crosswalks
- Continue to prioritize people on foot and bike
- Add streetscaping
- Complete missing crosswalks
- Add higher visibility signage, especially at uncontrolled intersections

Cost

\$791,371

Priority

Benefit Score:	Policy Priority:	Total Score:
1	N/A	N/A

IS-15 Gulf Shore Drive at Moreno Point Road



Improvements

- Straighten crosswalk
- Remove unnecessary crosswalk
- ADA compliance

Cost

\$9,217

Priority

Benefit Score: 3	Policy Priority: N/A	Total Score: N/A
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IS-16 Gulf Shore Drive at Norriego Road



Improvements

- Remove both crosswalks to create an ADA compliant crosswalk from Norriego Rd to Gulf Shore Dr

Cost

\$9,217

Priority

Benefit Score: 1	Policy Priority: N/A	Total Score: N/A
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IS-17 Signalization of Mattie M. Kelly Blvd at Airport Road



Improvements

- Signalization

Cost

\$772,480

Priority

Benefit Score: 3	Policy Priority: N/A	Total Score: N/A
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IS-18 Signalization of Mattie M. Kelly Blvd at U.S. 98



Improvements

- Signalization

Cost

\$772,480

Priority

Benefit Score: 5	Policy Priority: N/A	Total Score: N/A
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3.3 Project Prioritization

Each project has a prioritization score that is intended to help the City determine the order in which the projects should be implemented. These total scores were determined by adding a 'Benefit Score' and a 'Policy Priority Score.' Benefit scores were determined based on data such as crash history, level of service (LOS), and proximity to attractions, whereas policy priority scores were determined by City Council.

Since the Cross Town Connector project is already underway, each segment only received a policy priority score from the City Council which is also equivalent to the total score as no other values were considered.

New streets received a benefit score based on the difference in distance traveled before the implementation of the street versus distance traveled after implementation of the street. The benefit score was then added to City Council's policy priority score to determine the total score.

Bike and pedestrian projects received a benefit score based off the 2009 Pathways Master Plan. The benefit score was added

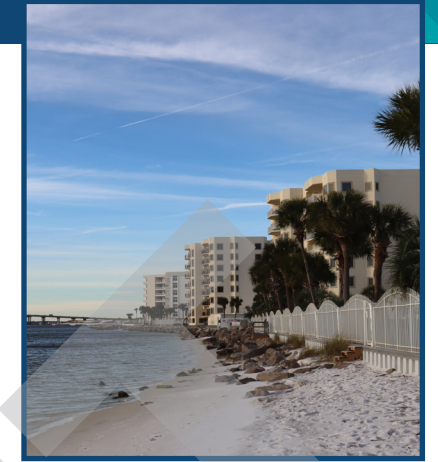
to City Council's policy priority score to determine a total score.

The benefit score for intersection enhancements was determined by averaging two values: the level of service (LOS) and the crash history. The benefit score was added to City Council's policy priority score to determine a total score.

Community parking projects received a benefit score based on demand and proximity to attractions (population/employment/activity centers). The benefit score was added to City Council's policy priority score to determine a total score.

Once all projects had a total priority score, both based on data and perceived need, they were grouped together based on priority from high to low. Having already been underway, the Cross Town Connector segments are a priority for the City but will be implemented in phases.

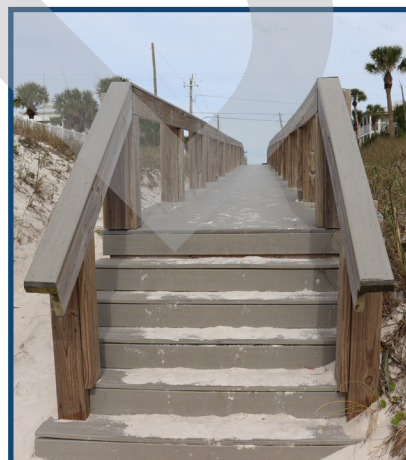
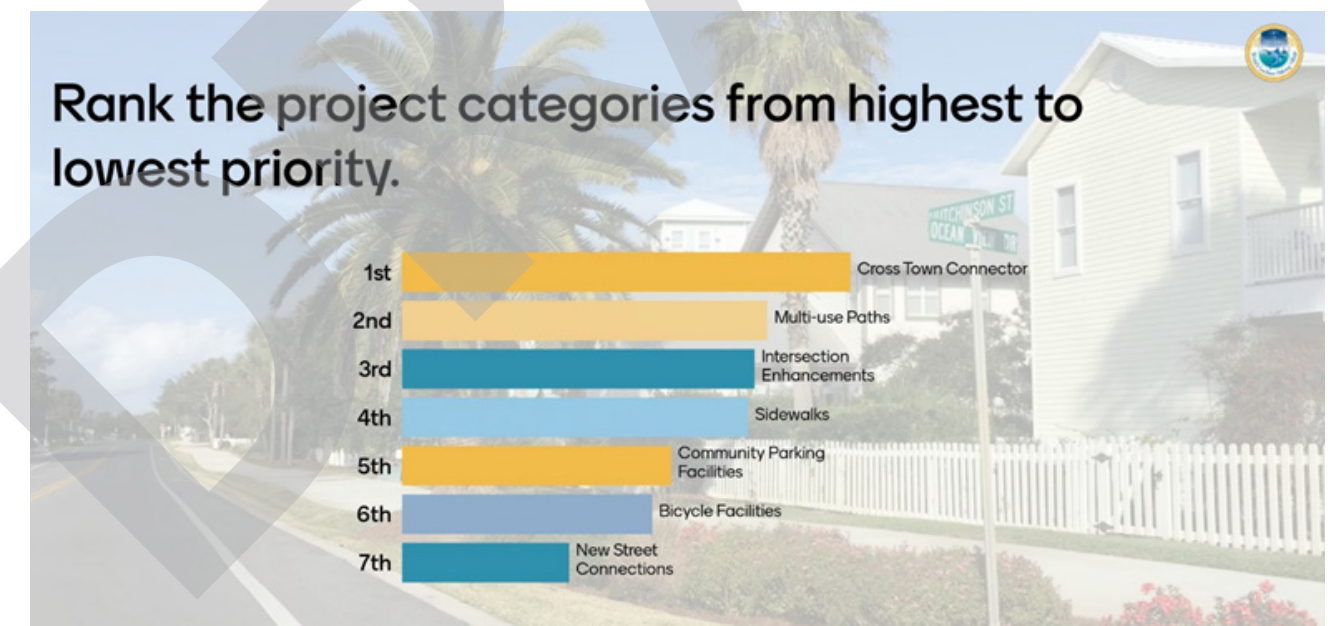
These rankings suggest an order in which to implement various mobility projects in Destin.



The City of Destin held a public open house on August 29, 2023 in the City Hall Annex to obtain public input on priorities for transportation improvements. Attendees reviewed the proposed projects, suggested additional projects, and voted to indicate which projects should be the City's highest priorities. The meeting began with an overview of the Mobility Plan and a presentation of existing conditions that informed the selection of projects to include in the Plan.

Meeting attendees first provided input on how they feel the categories of projects should be prioritized by the City. This showed four distinct tiers of priority:

- Top Priority – Cross Town Connector
- Second Tier Priorities – Multi-use paths, intersection enhancements, and sidewalks
- Third Tier Priorities – Community parking facilities and bicycle facilities
- Fourth Tier Priorities – New Streets



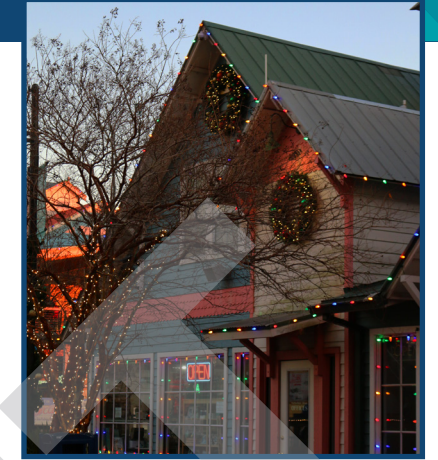
Next people gave their input on individual projects at four stations corresponding to broad project types – Connectivity, Bike/Pedestrian, Community Parking, and Intersection Enhancements. The top project priorities for each category are listed below.

- Cross Town Connector – Azalea Drive Extension
- Multi-Use Paths – Powerline easement path (west and east segments)
- Intersection Enhancements – Stahlman Avenue at Zerbe Street and Harbor Boulevard, Calhoun Avenue at Sibert Avenue, and Main Street at Kelly Street
- Sidewalks – Indian Trail, Mattie M. Kelly Boulevard, and Mountain Drive sidewalks
- Community Parking Facilities – Zerbe Street parking deck
- Bicycle Facilities – Indian Bayou Trail, Beach Drive, and Scenic 98/Restaurant Row bicycle lanes
- New Streets – 98 Palms Boulevard and Mattie M. Kelly Boulevard extensions

Meeting attendees also identified several other transportation improvements they would like to see included in the Mobility Plan, which are listed below.

- Indian Trail – New north side sidewalk from Bayou Drive to North Indian Trail
- Main Street – New sidewalk on the east side between Legion Drive and Kell Aire Drive.
- Restaurant Row – New sidewalk on the east side from public parking lot to U.S. 98.
- Indian Trail/High School Connector – New multi-use path from Indian Trail to Destin High School
- Indian Trail/Harbor Connector – New multi-use path from Indian Trail to the Harbor

The full results of the Open House meeting are included in the appendix.

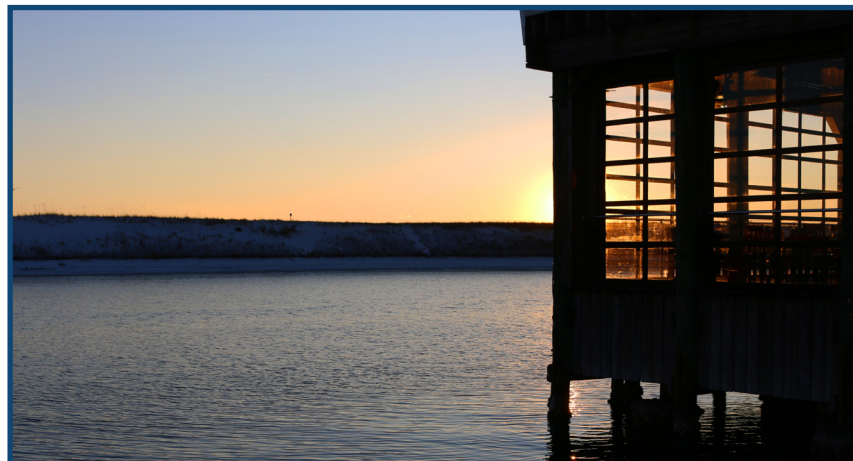


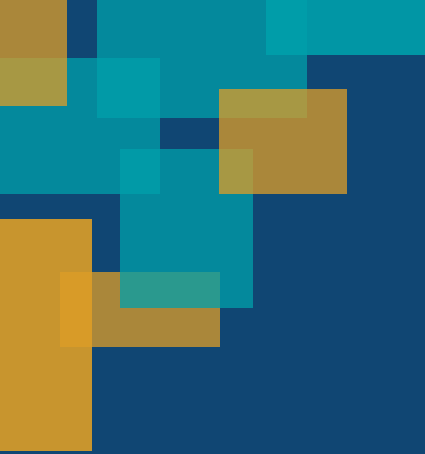
3.4 Implementation

The priority scores provide guidance for the order in which to implement mobility projects in Destin. As needs change, rankings might shift as well. It is up to discretion of the City Council to decide which projects are necessary.

These mobility projects will be implemented over time using funding from the potential future mobility fee which intends to collect a one-time charge levied by the City on new developments to support an interconnected, multimodal transportation system. Fees are expected to vary for developers depending on land use and district. This fee would replace the transportation impact fee that was passed in 2009.

With the mobility fee, City Council will reevaluate project need and allocate funding to highest priority projects annually. Since the Cross Town Connector is already in the design/engineering phase, it is seen as a separate, high priority, necessary project. The Cross Town Connector will be implemented in phases instead of all at once.





Chapter 4

Existing Conditions Report

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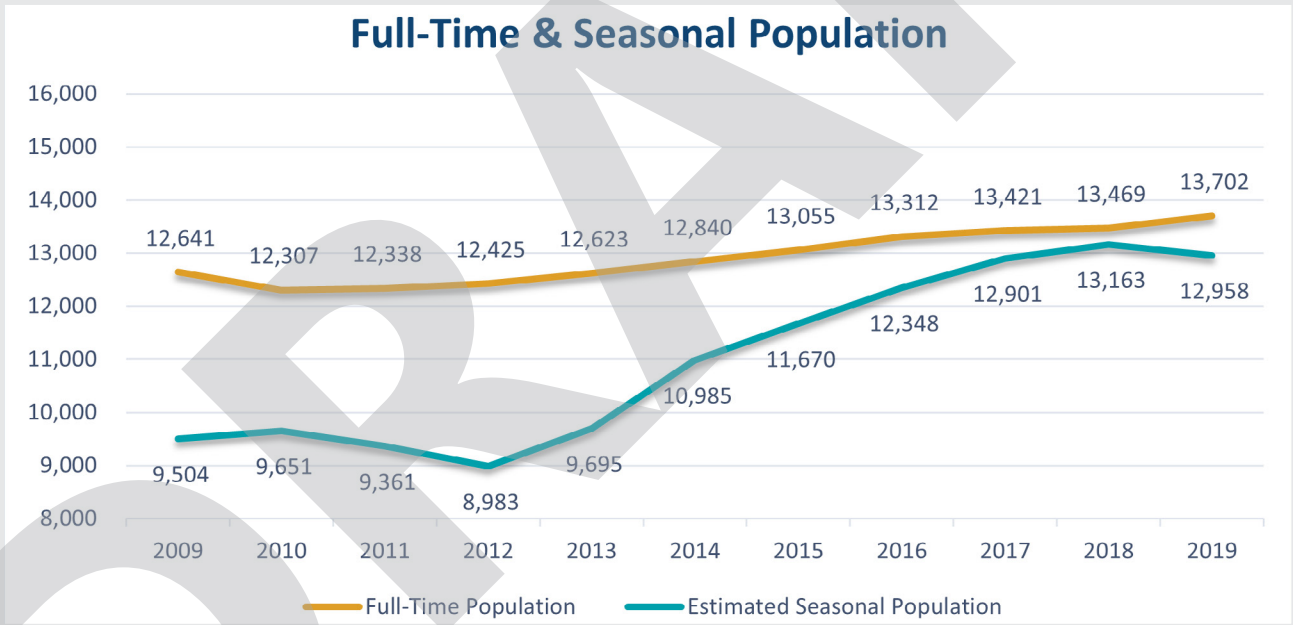
4.1 SUMMARY

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SUMMARY

The purpose of the Mobility Plan is to establish long term transportation needs and responsive projects that will facilitate safe and effective movement of people to and around the City of Destin. The City’s implementation of this plan, supported by a potential up-to-date mobility fee, will help ensure proper maintenance of transportation network capacity over the long term. This section documents the existing transportation conditions and influences that impact the functionality of motor vehicles, bicycle and pedestrian circulation, transit service, and transportation safety within Destin. The issues and opportunities described in this section of the Plan informed the development of recommended transportation improvement projects.

Population and Employment



Destin’s growth underscores the importance of the Mobility Plan. The City grew by more than 11% between 2010 and 2019. The seasonal population has grown even faster at approximately 34%. The growth in seasonal employment illustrates the increasing popularity of the City as a tourist destination.

Population and Employment Forecast

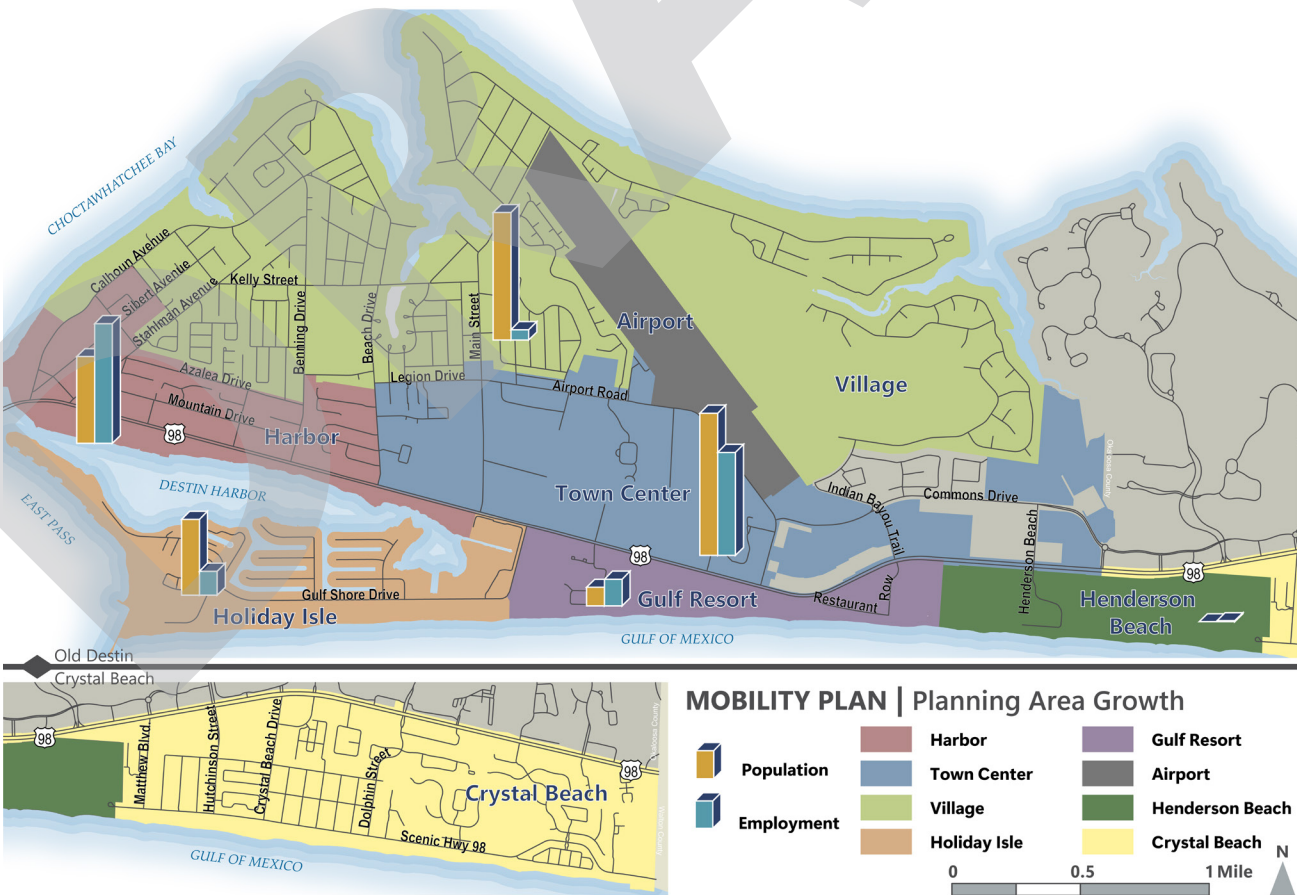
Destin is forecast to continue growing through 2050, which will affect future transportation demand, performance, and investment needs. The full-time and seasonal population growth is expected to generate demand for more than 1,000 new housing units by 2050. The forecast growth will in turn increase travel in the City, which the projects in this plan are intended to accommodate.

Destin Population & Employment Forecast Growth 2020 to 2050

	Full Time Population	Seasonal Population	Housing Units	Hotel/ Motel Rooms	Employment
Net Change	2,127	1,890	1,022	547	1,239



The citywide forecast was sub-allocated to 8 planning areas. Population growth is forecasted for six of the eight planning areas, with Town Center Commons and Village Planning Areas combining for half of all full-time population growth. The Harbor and Town Center Commons areas are expected to be the main focus of employment growth through 2050. Hotel and motel units are concentrated most heavily in Town Center Commons, whereas seasonal population generally follows full-time population.

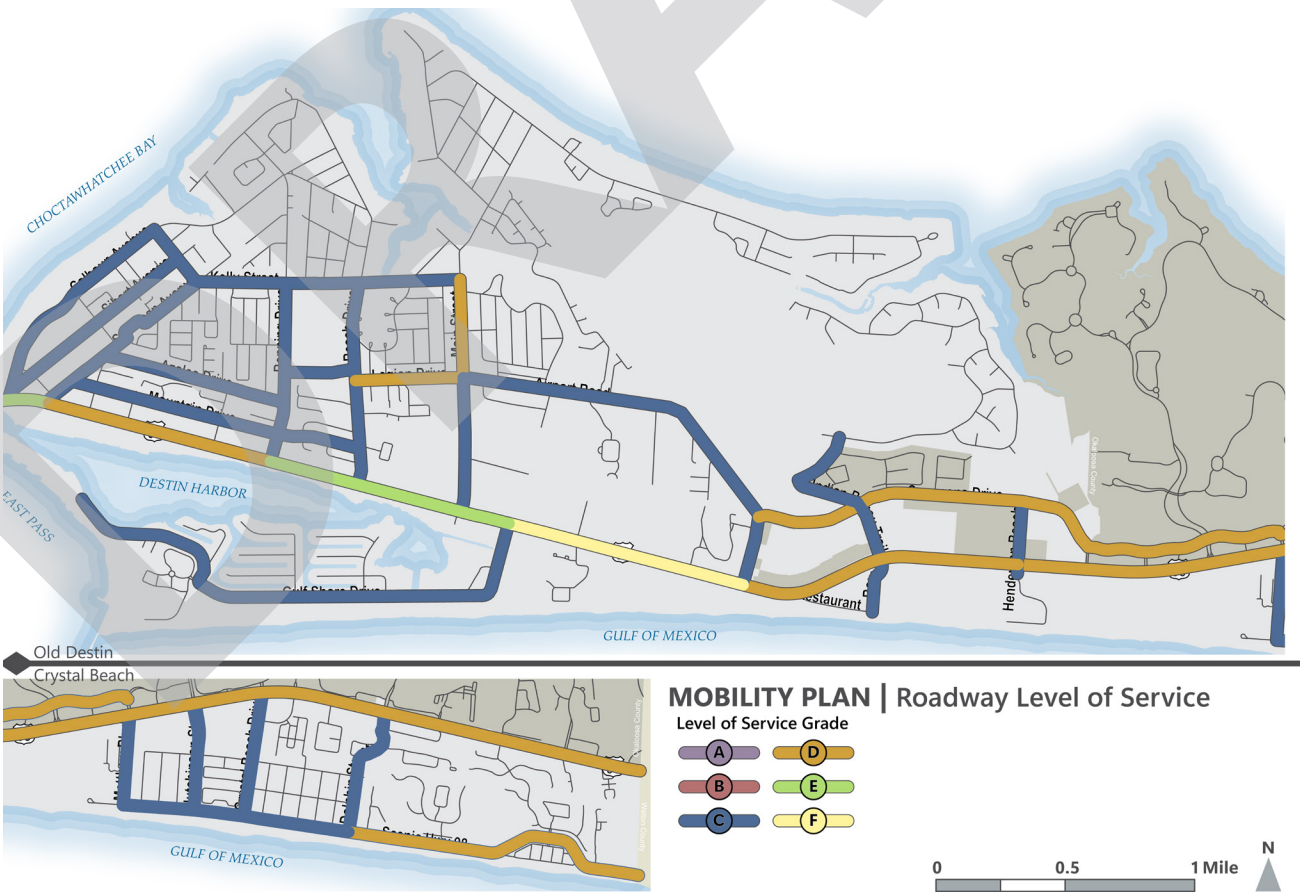


Traffic

The City's growth is a challenge because existing traffic conditions are causing significant congestion during peak travel hours. Level of service (LOS) is a measure that provides insight into a roadway's performance. LOS describes roadway performance using a letter from A to F, with A indicating the best performance and F the worst. Among the key takeaways from traffic analysis are the following:

- None of the City's collectors fall below an LOS D standard, which is generally considered to be an acceptable level of service during the peak hour of the day.
- However, several segments of U.S. 98 on the eastern side of Destin are operating at LOS E and one segment (Gulf Shore Drive to Airport Road) is operating at LOS F. This underscores the importance of the Crosstown Connector for providing local traffic with a relief valve to U.S. 98 during the busiest periods of the day.
- The additional travel generated by population and employment growth in 2050 would cause unacceptable conditions on many roadways in the absence of transportation improvements. Among the options for improving the transportation network's performance are better connectivity, which will provide more options for travelers to avoid U.S. 98, intersection improvements to reduce delay and improve safety, and shifting people to other modes of travel, such as walking, biking, and transit.

The map below shows 2021 LOS for U.S. 98 and collector roadways in Destin.

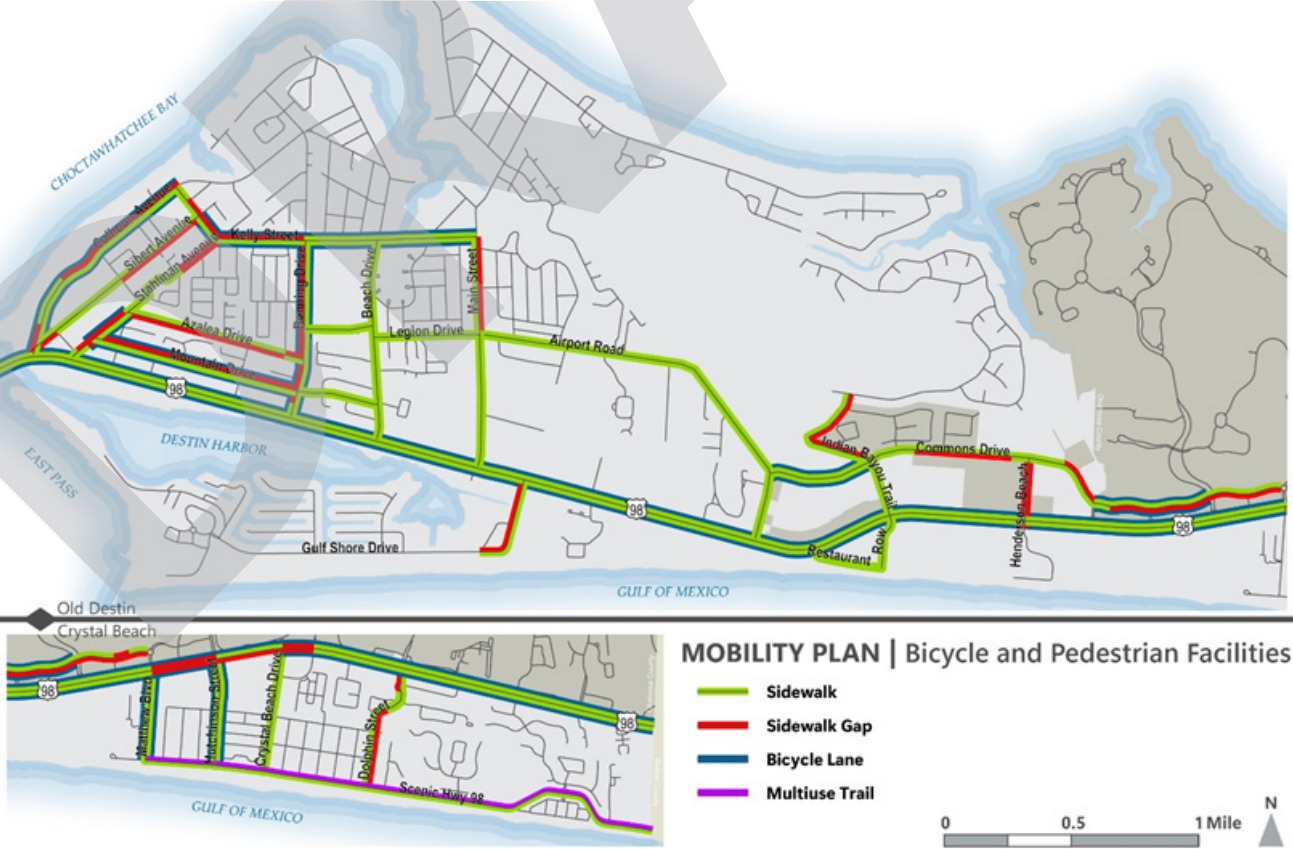


Multimodal

Vehicular LOS is only one way of considering a roadway’s performance, and a limited one at that. Many people walk, roll, bike, and use transit to reach destinations across the City. The City’s adoption of a multimodal transportation district (MMTD) in 2006 changed the game. Rather than requiring all development to support a vehicular LOS standard, the multimodal transportation district elevated the importance of bicycle, pedestrian, and transit performance. The MMTD meant that all developments located in the MMTD had to contribute to the bicycle, pedestrian, and transit network to minimize vehicle trips and provide options for travel. Destin has two MMTDs – Old Destin and Crystal Beach – that cover a large portion of the City’s collector roadway network.

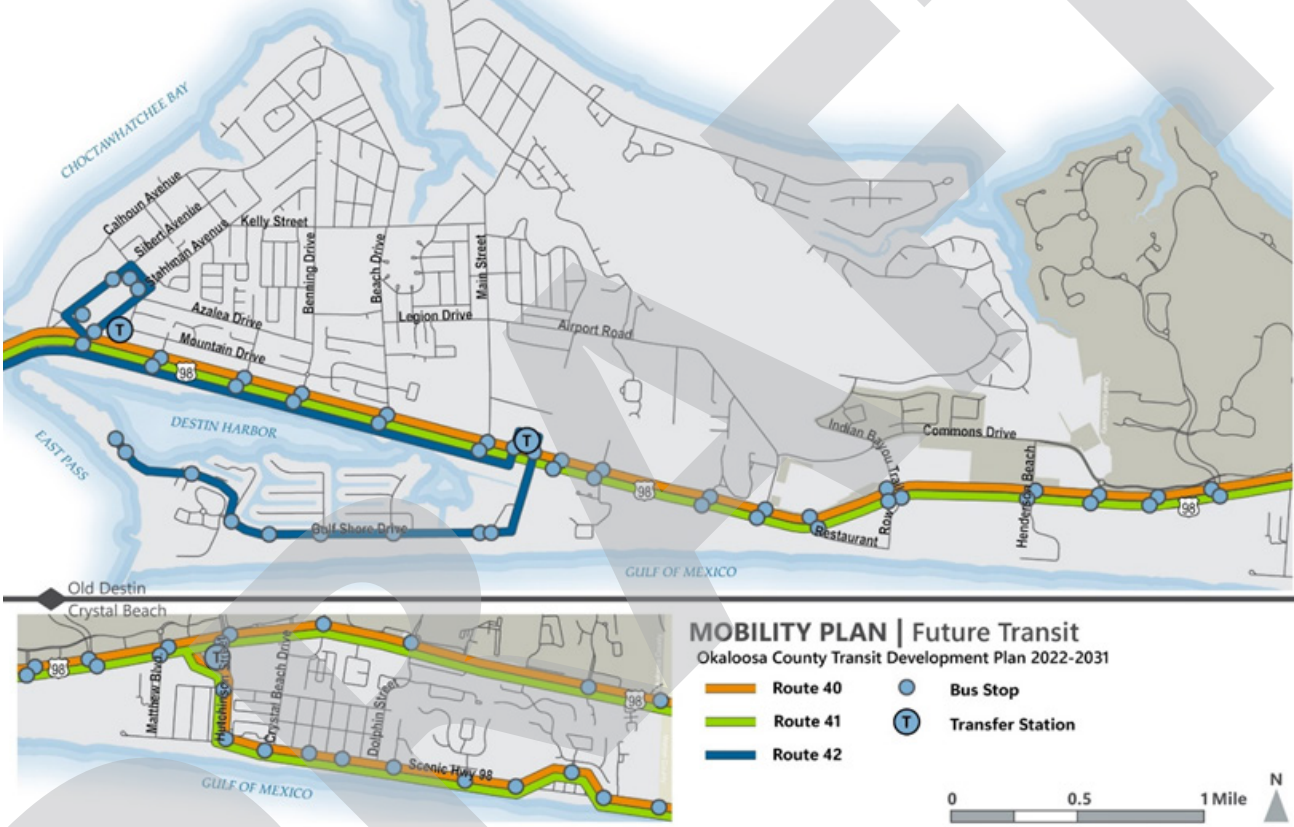
The advent of the MMTD meant that Destin began setting a standard and tracking performance for multimodal level of service (MMLOS). The standards adopted in 2020 are B for bicycle, B for pedestrian, and C for transit. While most of the network falls short of those standards, the City has made progress towards better MMLOS since 2006 by adding many new sidewalks and bicycle facilities.

The map below shows the City’s bike and pedestrian network along its collector roadways and U.S. 98. It also shows gaps for the pedestrian network. Filling these gaps through the projects included in the Mobility Plan would support achievement of the City’s MMLOS standards.



Transit

Transit is not a frequently used mode of travel in Destin. However, some workers rely on transit to get to and from jobs in the City, and transit can help people park once and traverse the City’s numerous tourist destinations on foot. But national and statewide trends in transit use point to limited opportunity to shift significant numbers of travelers from cars to transit within Destin. In fact, transit ridership on the EC Rider system that serves Destin with three fixed route services has been declining steadily since 2013, with an especially sharp decline brought since the COVID pandemic began in 2020.



Destin’s services are focused on moving commuters to and from job destinations along U.S. 98 and Gulf Shores Drive. The system is expected to continue serving commuters via routes traversing U.S. 98 and Gulf Shores Drive, but with streamlined services that are expected to attract more riders. Among planned improvements in EC Transit’s Transit Development Plan for 2022 to 2031 that will affect Destin are:

- Replace the “Beach Routes” 20, 30, 32, and 33 with new Routes 40, 41, and 42, which will reduce the number of transfers required to traverse U.S. 98, increase bus stops, and streamline routing (see the map above). This change is expected to more than double ridership by 2031 relative to a “no-build” scenario where the routes are unchanged. This improvement is scheduled for 2024.
- Upgrade Saturday service by running all routes at the same frequency and service levels as weekdays. The proposed implementation year is 2027.
- Increase evening service by adding one full cycle to the existing span on weekdays for all routes.

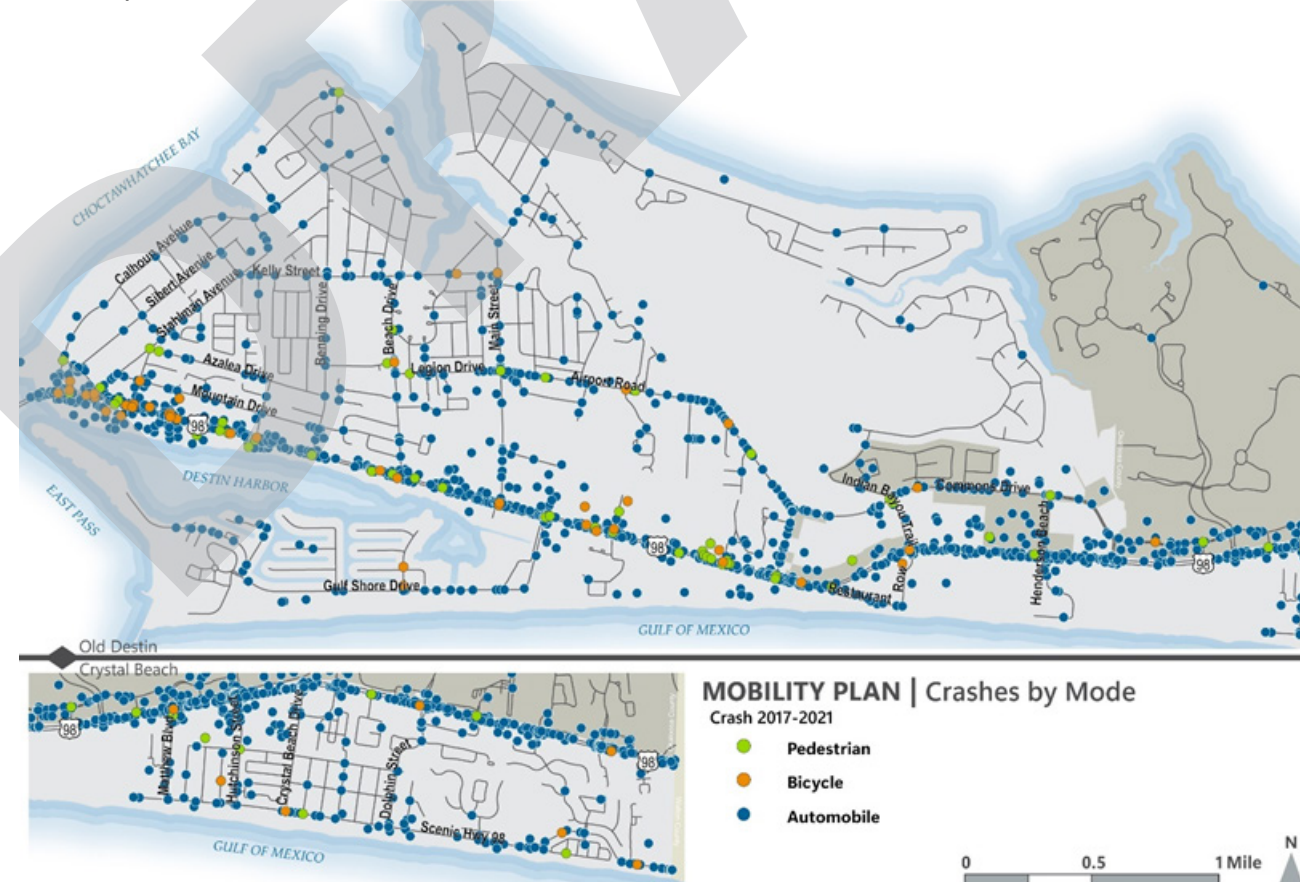
Safety

Crashes are a significant issue across Florida. The most severe crashes in Destin – resulting in a serious injury or fatality – are concentrated on U.S. 98, particularly on the western and eastern thirds. The roadways that comprise the Crosstown Connector also stand out for crashes. The upcoming projects to improve these roadways so they can function as a relief valve for U.S. 98 congestion are also an opportunity to improve safety.

Overall the crash trend in Destin has been down since 2017. This runs counter to national and regional trends, which have seen crashes grow with the exception of 2020 when travel was down due to the COVID pandemic. Time will tell if the local downward trend will continue or if it was a statistical anomaly. Regardless of the trend, the absolute number of crashes in Destin remains high, and the human and economic cost is high too. Designing roadways that are safe for users of all ages and abilities is an important strategy that would enhance quality of life and help strengthen Destin's already outstanding reputation as a home and a tourist destination.

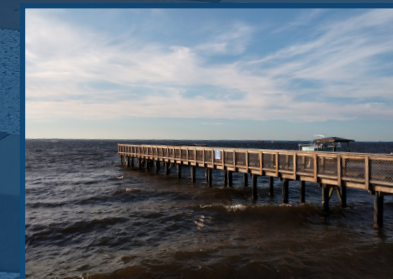
Addressing safety will require the City to collect more data on the specific causes and situations that led to crashes. The federal government's increased interest in safety planning and implementation at the local level is an opportunity. Planning and implementation grants are available from the Federal Highway Administration. Obtaining a grant can help the City dig deeper into the causes and identify viable solutions for reducing crashes citywide.

The map below shows where crashes were concentrated between 2017 and 2021.



Summary

Destin is a desirable community that is expected to keep growing, just like our neighboring communities. The addition by 2050 of more than 2,000 full-time residents, nearly 2,000 seasonal residents, and more than 1,000 jobs will cause more travel on roadways that are already congested during peak periods. The Mobility Plan is the City's strategy for keeping congestion to a manageable level by investing in roadway improvements that can provide for more route options (connectivity), improve safety and performance, and give people more options to walk, bike, and use transit. The rest of this report describes in more detail the population and employment forecasts, transportation system performance, and other key issues that the mobility plan will need to address.



DEMOGRAPHICS

4.2 DEMOGRAPHICS

Findings and Implications at a Glance

Population

Full-time Population

Seasonal Population

Resident Age

Income

Employment

Housing

Short Term Rental Units

123

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The City’s demographics have had (and will have) a significant impact on the transportation system. Where, when, and how Destin’s full-time and seasonal population and employment are accommodated will have significant impacts on mobility and the infrastructure to support it.

The Destin population and employment forecast methodology is based on a thorough review of available data for a range of socioeconomic and demographic criteria. Primary data sources include two Census products, the American Community Survey (ACS) and the Longitudinal Employer-Household Dynamics (LEHD); GIS data from City, County, and statewide sources; existing parcel data; the Northwest Florida Regional Planning Model (NWFRPM) version 2.1; and others. The forecasting methodology, in general, evaluates what Destin is like now, how Destin has been changing over the past couple decades, and what are the likely drivers of future change. Population-focused forecasts utilize both a more top-down forecasting method, using Okaloosa County forecasts as a basis for determining Destin’s growth prospects, as well as a more bottom-up approach using local growth trends, occupancy patterns, land use policies, and available development and redevelopment capacity to forecast future growth.

Employment-focused forecasts were developed for three sub-categories: retail, commercial, and industrial. An analysis of existing and historical employment suggested that tying employment growth to population growth would yield the most defensible forecast, as much of Destin’s economy now rests on population and visitation. Citywide growth was then sub-allocated to eight planning areas, guided in large part by existing area characteristics, land use policies, historical change, and local knowledge about development and redevelopment potential.

This section summarizes the past, current, and expected future population and employment to document trends and estimated growth that will have an impact on citywide mobility. This includes the number of residents (full and part-time), ages, income, employment, and housing.

Findings and Implications at a Glance

- Destin has experienced steady population growth during the past 30 years.
- The Town Center Commons and Village Planning Areas are expected to account for half of all full-time population growth, while the Harbor District and Town Center Commons areas are expected to be the main focus of employment growth through 2050.
- In contrast to Florida as a whole, Destin has seen a decrease in the median age of its residents.
- Growth is expected to continue, but will shift towards more infill and retrofitting of existing development rather than extensive new greenfield development.
- The implications of population and employment growth, and more infill development and redevelopment, include the potential to shift more trips to walking and biking.
- Infill development will also place strains on existing parking and require new strategies to satisfy parking demand.

Population

This section summarizes changes in population and visitors over the last few decades. Destin's steady growth in full-time residents and visitors contributes significantly to the need for transportation improvements. The ability of the City's residents and visitors to safely and effectively travel throughout the city depends on accommodating this development in efficient locations and serving it with a range of transportation options.

Full-time Population

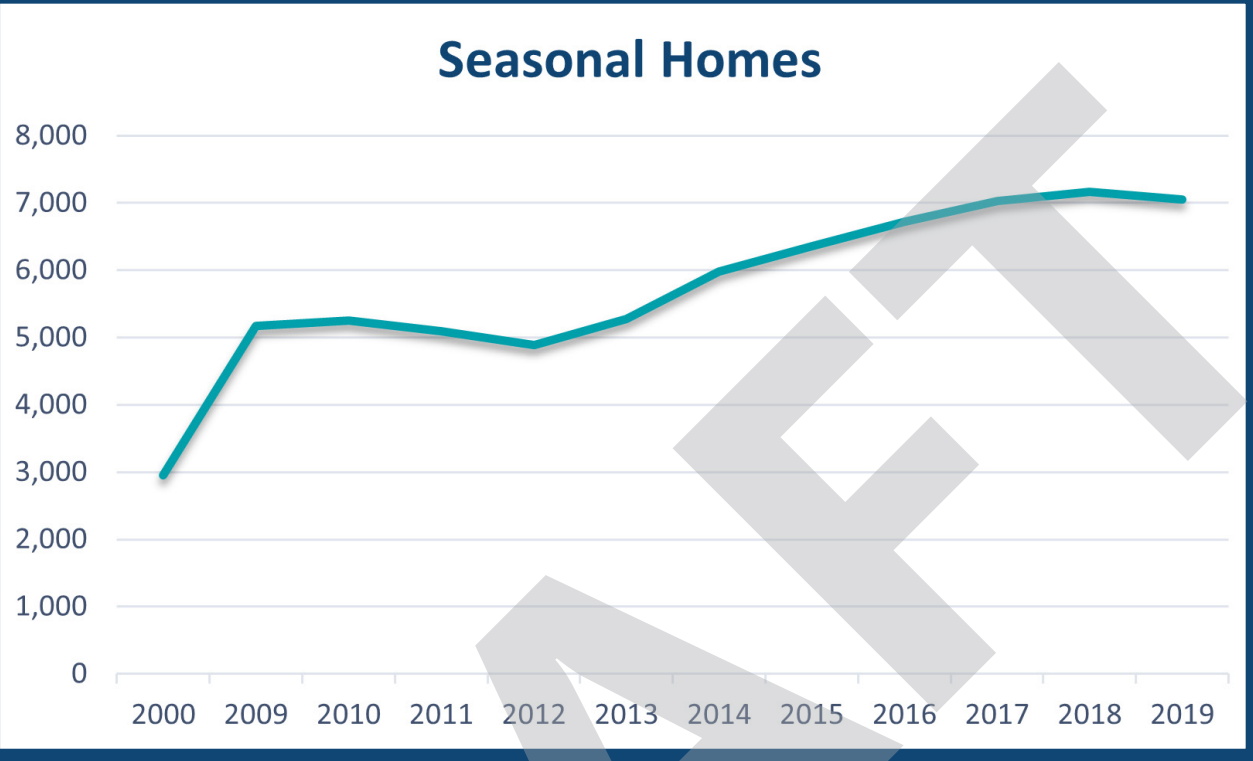
Destin has experienced steady and expansive growth over the past 30 years. The City experienced its most rapid growth in the 1990s, with lower but still steady growth since. This is reflected in the large difference in 1990-2019 population change found in Destin as opposed to Okaloosa County as a whole. Since 2010, Destin's growth has begun to lag behind the County's, at around 11% compared to Okaloosa at 17%.

Jurisdiction	1990	2000	2010	2019	1990-2019 % Change	2010-2019 % Change
Destin	8,064	11,213	12,305	13,702	70%	11%
Okaloosa County	143,776	170,498	180,822	210,738	47%	17%

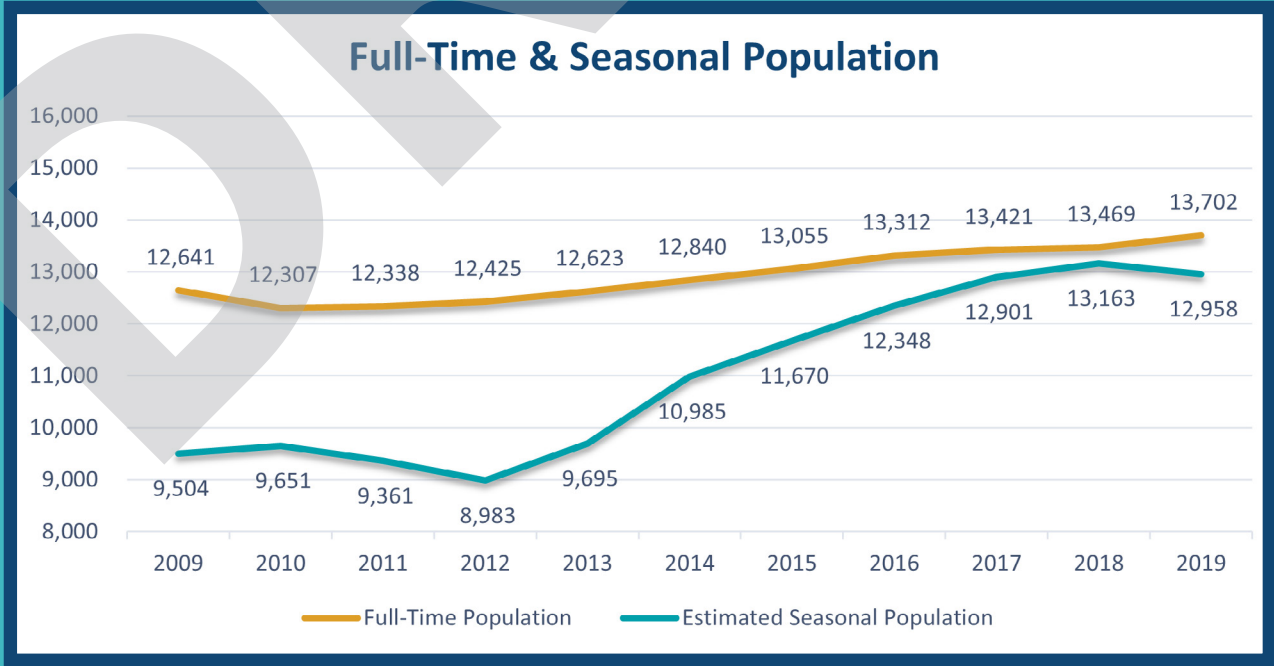
Seasonal Population

Seasonal population is an important component of Destin's overall population profile. While seasonal population data are not explicitly provided by any data source, it can be estimated using Census data on housing unit vacancy and household size by age of the householder. The number of seasonal homes is presumed to be equal to the number of homes listed as vacant for seasonal use. The number of seasonal homes has risen from under 3,000 in 2000 to more than 7,000 in 2019. There has been a spike in seasonal homes over the last half-decade, since the end of the recession in the 2010s, mirroring the growth in seasonal homes between 2000 and 2009. Population in these homes is estimated assuming seasonal home dwellers are generally older and have smaller households, which equates to approximately 13,000 seasonal residents, up from 9,500 at the beginning of the decade.

Seasonal Homes

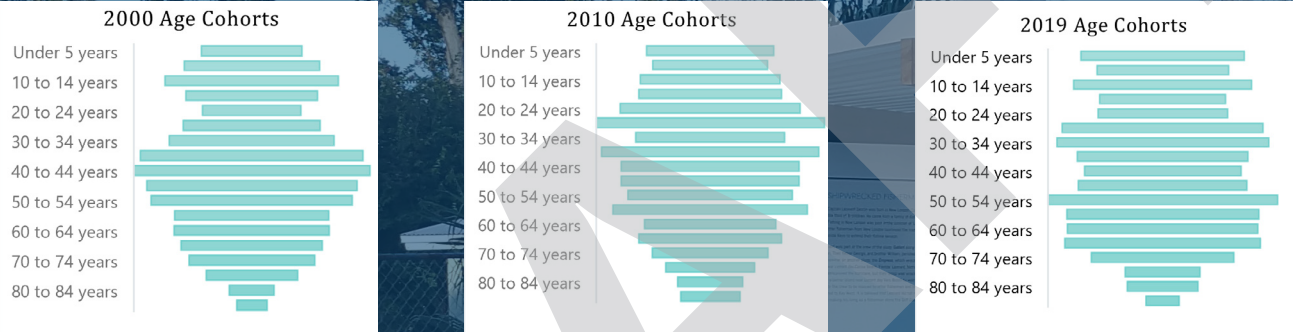


Full-Time & Seasonal Population



Resident Age

Age of population can influence future population growth patterns. Florida as a whole continues to see its median age increase, but Destin has not exhibited this same pattern. In fact, the 2020 median age estimate of 41.9 is less than the City’s 2000 median age of 42.4. Florida’s median age reported by the Census Bureau for 2020 was 42.2. A more detailed examination of population by age reveals a changing populace in Destin. In 2000, the population was decidedly older; the 40-44 age group was largest, and the population 40 and up was predominant. By 2010, there was less differentiation in the five-year age bands, with growth in both the youngest and oldest cohorts. In 2019, ages are more stratified, with 50-54 now the largest age bracket, but 25-35 brackets notably larger than prior years.



Income

Annual Median Household Income (\$)

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Destin	62,857	65,650	63,716	61,903	63,750	66,324	66,148	68,078	71,407	75,486	79,000
Niceville	67,628	66,658	63,864	64,280	62,614	62,538	58,954	60,497	66,505	72,857	76,823
Miramar Beach	68,385	62,963	64,408	56,845	55,139	52,651	50,208	59,087	64,429	65,435	70,069
Valparaiso	41,814	42,841	43,798	52,063	57,765	60,591	51,082	51,563	57,269	55,882	57,316
Fort Walton Beach	47,209	46,974	47,282	47,228	47,761	49,552	47,149	50,091	52,107	50,666	54,330
Okaloosa County	49,207	51,529	49,158	52,787	55,139	57,640	55,659	60,866	61,866	63,997	64,222
Florida	47,450	44,409	44,299	45,040	46,036	47,463	49,426	50,860	52,594	55,462	59,227

Destin has higher median incomes than its neighbors, and higher than Okaloosa County or Florida as a whole. Destin has had the highest median incomes of any jurisdiction listed in the table above, and this has generally been the case since the end of the recession in 2009. The incomes in this table reflect only full-time residents. Seasonal residents may very well have higher median household incomes, but these data are not available.

While income is not a leading indicator of growth historically, high incomes are sought by the development community and this can lead to increased pressure for new construction or redevelopment if the private sector identifies Destin as having high consumer demand.



Employment

The Census’s Longitudinal Employer-Household Dynamics (LEHD) dataset has provided annual employment data since 2002. Between 2002 and 2017 Destin saw employment fluctuations, primarily associated with the recession of 2007-2009, but employment climbed steadily upward after 2011 and reached its highest level in 2017 (the final year data are available). Between 2002 and 2017, employment in Destin rose 12%, from 11,700 to 13,100. Since 2011 - the nadir following the recession - employment has risen 22%. However, this growth has not been consistent across job types. Lower paying jobs in accommodation, food service and administrative support have become increasingly predominant, while office jobs like real estate, finance, and professional services have stagnated or declined.

Destin Employment by Job Type

Job Type (NAICS)	2002	2017	% Change
Accommodation and Food Services	3,072	4,678	52%
Retail Trade	2,881	2,222	-23%
Real Estate and Rental and Leasing	1,740	831	-52%
Construction	561	522	-7%
Other Services (excluding Public Administration)	521	525	1%
Professional, Scientific, and Technical Services	496	469	-5%
Finance and Insurance	449	522	16%
Health Care and Social Assistance	417	457	10%
Administration & Support, Waste Management and Remediation	354	819	131%
Arts, Entertainment, and Recreation	260	484	86%
Transportation and Warehousing	213	171	-20%
Wholesale Trade	199	151	-24%
Public Administration	152	153	1%
Information	114	107	-6%
Manufacturing	113	91	-19%
Utilities	87	77	-11%
Educational Services	21	13	-38%
Management of Companies and Enterprises	20	45	125%
Agriculture, Forestry, Fishing and Hunting	12	4	-67%
Mining, Quarrying, and Oil and Gas Extraction	0	8	N/A
Total	11,682	12,349	6%

Summarized into retail/commercial, industrial, and office uses, a small but important shift is noticeable.

Destin Employment Mix Summary

Employment Type	2012-2017	Pre-2009
Retail/Commercial	60%	53%
Industrial	9%	11%
Office	31%	36%

Before 2009, more than one-third of jobs were office-based, and nearly half of all jobs were non-service oriented. Since the recession of a decade ago, Destin’s employment base has shifted towards retail and commercial jobs, now comprising three jobs in five. This means that much of Destin’s employment base is dependent on local residents and visitors. If this trend holds, this ties employment growth more closely to population growth, as only population increases would prompt retail and commercial employment growth.

Accompanying the change in job type is a change in the ratio of population change to employment change. Between 2003 and 2018 employment grew more slowly than population. Employment is in general more volatile than population, so there is some volatility in the ratio of employment change to population change in the three time periods listed below. The average of these three ratios is just over 0.5 (i.e. 1 new job per 2 new residents).

Destin Population and Employment Summary

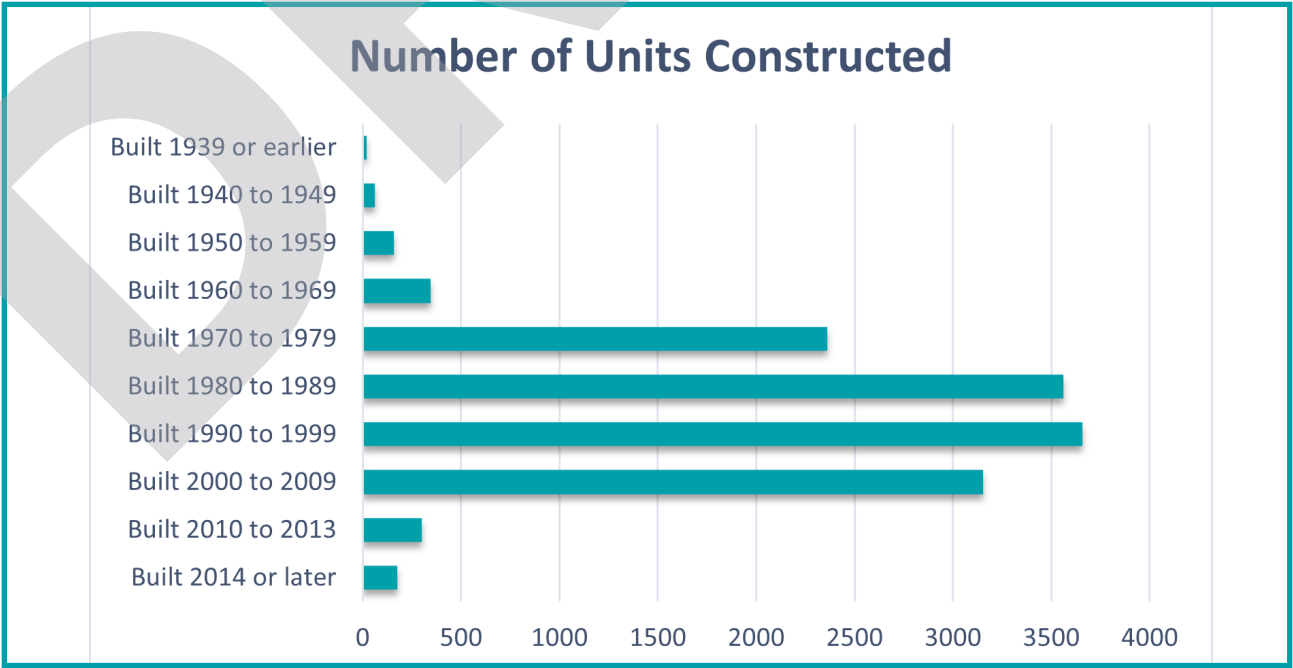
	2003-2018	2009-2018	2013-2018
Employment Change	667	733	642
Population Change	2,365	1,452	829
Emp/Pop Change Ratios	0.39	0.50	0.77

Housing

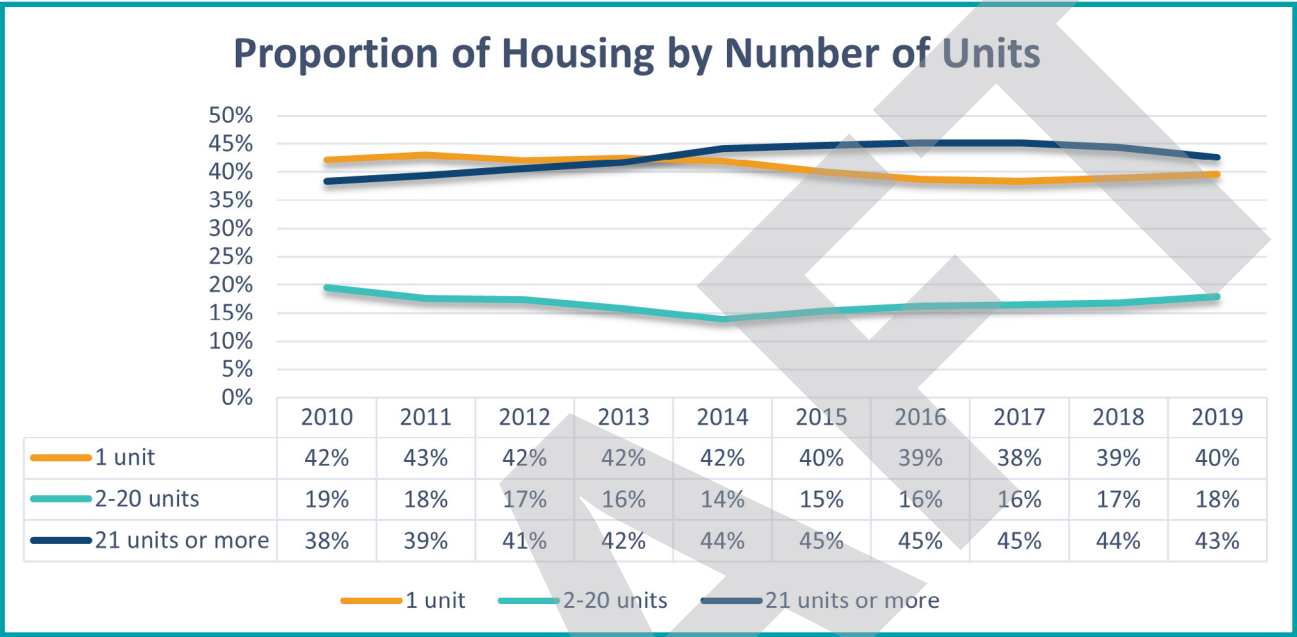
Destin is nearing full capacity of its existing housing stock. While the Census lists Destin’s vacancy rate as exceedingly high, with more than 8,000 of Destin’s 13,800 housing units classified as vacant in the 2019 American Community Survey , much of this vacancy is due to seasonal use. Extracting seasonal homes from vacancy calculations shows a more accurate vacancy rate and number of units available for new residents. In 2009, 17% of units were vacant for reasons other than seasonal use. Since 2016, that number has remained at 6 to 7%.

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Housing Units	12,945	12,979	12,981	13,217	13,290	13,304	13,448	13,563	13,677	13,696	13,800
All vacant	7,409	7,831	7,955	8,023	7,850	7,760	7,746	7,673	7,792	7,972	8,022
Seasonal homes	5,174	5,254	5,096	4,890	5,278	5,980	6,353	6,722	7,023	7,166	7,054
Adjusted vacancy	2,235	2,577	2,859	3,133	2,572	1,780	1,393	951	769	806	968
Adjusted vacancy rate	17%	20%	22%	24%	19%	13%	10%	7%	6%	6%	7%

Meanwhile, Census data indicates that fewer than 500 new units were built between 2010 and 2019, while well over 3,000 were built in each of the prior three decades , showing a significant slowdown in housing construction.



Over the past decade, there has been a change in the type and intensity of housing with an increase in Destin’s housing stock in complexes of 20+ units. Between 2010 and 2017 the stock of units in large complexes rose from 38% to 45%. That dropped slightly to 43% in 2019, but this still suggests either the emergence of a new demographic type that the housing market is responding to or the market finally tapping into latent market demand.



Short Term Rental Units

Destin has a robust tourism industry supported by a large number of hotel, motel, and short-term rental properties. Data on 2016 hotel / motel units registered with the Florida Department of Business and Professional Regulation (DBPR) shows more than 3,500 units in over 160 buildings. Most of the units are in larger structures, while most structures are smaller.

Destin Hotel/Motel Rentals

Units in Structure	Total Units	Total Structures
100+	1,870	11
10 - 100	1,450	33
Under 10	187	118
Grand Total	3,507	162



No longitudinal data on hotel units was uncovered during this work, but LEHD data on accommodation jobs (NAICS 721) shows a marked increase since 2016 after nearly two decades of stable employment.



4.3 2050 GROWTH FORECAST

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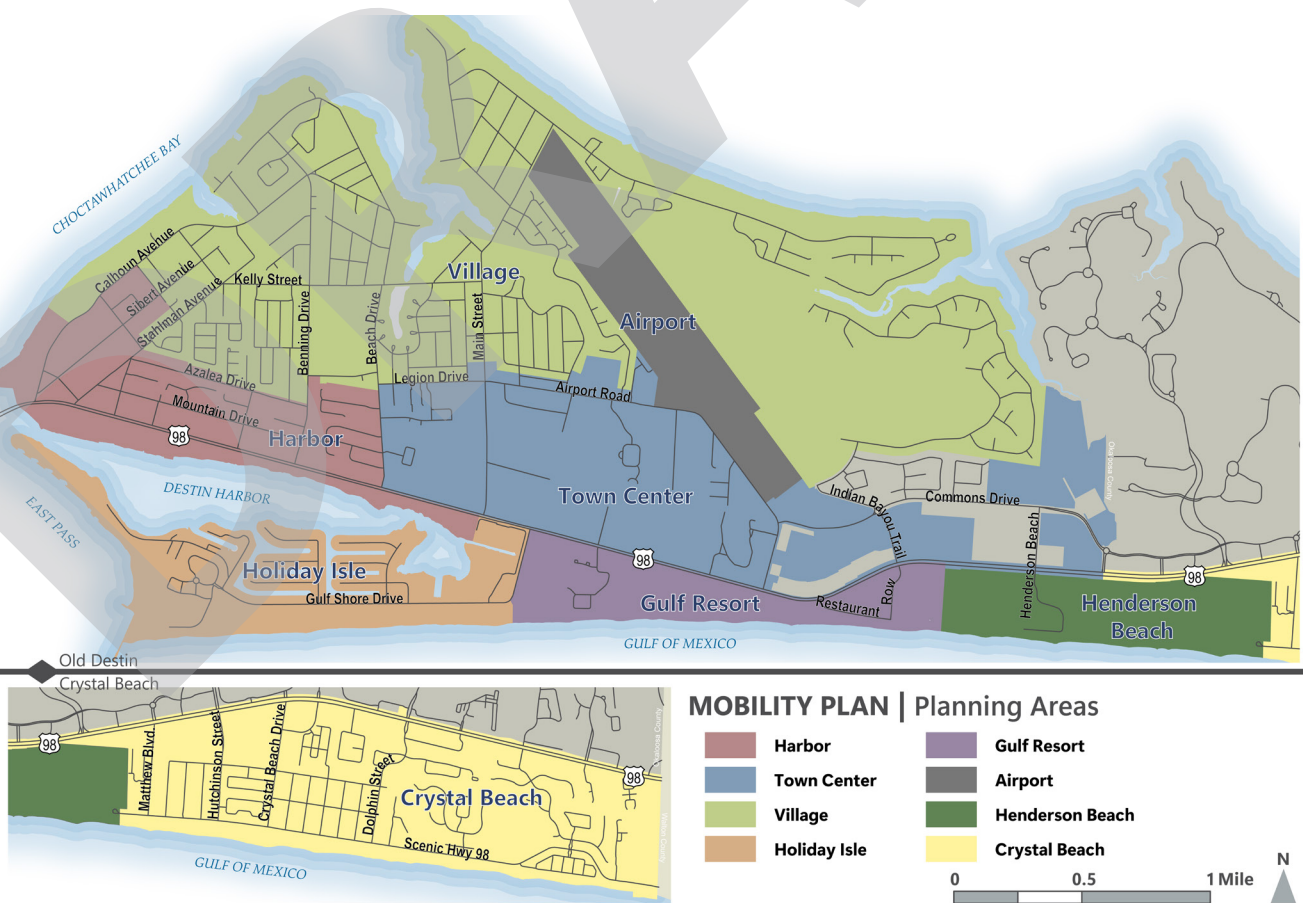
2050 GROWTH FORECAST

This section provides estimates for future population and employment growth within Destin, and describes the assumptions that underlie the estimates. Future population and employment are key drivers of future transportation performance, demand, and investment needs.

Planning Area Summary

City planning staff has developed eight (8) discrete planning areas that represent distinct land use conditions within Destin. They are shown in the map below and include:

- Airport
- Crystal Beach
- Gulf Resort
- Harbor
- Henderson Beach
- Holiday Isle
- Town Center Commons
- Village



The table below shows existing land uses based on the citywide parcel database summarized to each planning area. The planning areas have notable land use distinctions, including those without residential uses, planning areas with limited to no commercial or industrial uses, and others with varying degree of vacancy. The table shows the total number of parcels in each area.

Parcel Breakdown by Planning Area

Use	Airport	Crystal Beach	Gulf Resort	Harbor	Henderson Beach	Holiday Isle	Town Center Commons	Village
Commercial	-	86	16	175	-	1	267	1
Governmental/Institutional	23	6	2	24	2	3	21	27
Green Space	-	32	16	18	-	11	24	16
Hotel/Motel	-	4	2	6	-	-	5	-
Industrial	-	11	-	39	-	1	12	2
Mixed Use	-	-	-	15	-	-	5	-
Multi-family	-	772	2,902	562	-	2,180	1,067	195
Single Family	-	1,618	90	360	-	474	1,186	2,820
Vacant	-	253	14	127	-	89	162	153
Unlisted/Other	-	52	40	56	-	57	47	6
Planning Area Total	23	2,834	3,082	1,382	2	2,816	2,796	3,223

Countywide Population Forecasts

Florida’s Bureau of Economic and Business Research (BEBR) produces long-range population forecasts for all Florida counties through 2045. Their forecast sees Okaloosa County growing to a little over 240,000 persons by 2045, a near 40,000 person increase. Applying a trendline forecast through 2050, another 4,000 persons would be added by the end of the timeframe Destin is considering for this analysis. This level of growth would amount to a 20% increase in population over the next 30 years. As noted earlier in this report, Destin has recently been growing slower (as a percentage) than Okaloosa County as a whole. This is likely to continue since available land for building is less abundant in the City than County.

Okaloosa County Population Forecast

2020	2025	2030	2035	2040	2045	2050	% Increase
203,951	214,600	223,200	230,000	236,000	241,100	245,400	20%

Citywide Population, Employment and Accommodation Forecast

Using the existing conditions, trends, and forecast data discussed above, a citywide growth forecast from 2020 to 2050 was developed and is summarized below. The forecast includes growth in all population and employment subcategories, led by residential development.

Destin Population, Employment and Accommodation Est. Net Change 2020-2050

SF Pop	MF Pop	Total Pop	Housing Units	Hotel/Motel Rooms	Seasonal Pop	Serv Emp	Comm Emp	Ind Emp	Total Emp
478	1,649	2,127	1,022	547	1,890	713	433	93	1,239

The forecast presumes redevelopment within city limits, as demand for new housing and commercial square footage cannot be accommodated by existing available land, meaning that identifying where within Destin redevelopment and development intensification is most probable. To that end, the citywide forecast was then sub-allocated to planning areas.

Planning Area Forecast

Suballocations to small areas like Destin’s Planning Areas generally requires using both quantitative and qualitative measures, with a blend of methods employing formulaic calculations and local knowledge and intuition.

Destin’s suballocation began with two tenets that guided the process: new growth should balance market forces and local policy; and new growth should not drastically alter the existing makeup of the Planning Areas as currently constituted unless there is some overwhelming evidence to the contrary.

- Planning area growth allocations were thus based on the following data points:
- Existing land use allocation from County parcel data and Census tract data
 - Baseline NWFRPM traffic analysis zone (TAZ) level allocations, and future TAZ level allocations
 - Historic population and employment growth
 - Known vacancies (total parcels and total acreage)
 - Destin land use policy
 - Developments planned or underway
 - Local planning area knowledge



The available data was used to determine both inter-area proportions (i.e. how much of all employment should go to each planning area) and intra-area proportions (i.e. how much of an area’s employment should go to service, commercial, and industrial jobs). Blending existing proportions from Census and NWFRPM sources, historical data from Census sources, and forecasted growth from NWFRPM led to the following forecasted growth proportions:

Planning Area Population, Employment and Hotel/Motel Unit Forecasts
% change 2020 to 2050

Planning Areas	Full-time Population	Total Employment	Hotel/Motel Units	Seasonal Population
Airport	0%	0.2%	0%	0%
Crystal Beach	16%	9%	15%	18%
Gulf Resort	3%	9%	15%	3%
Harbor	16%	38%	23%	15%
Henderson Beach	0%	0.3%	0%	0%
Holiday Isle	14%	8%	5%	12%
Town Center Commons	26%	33%	42%	24%
Village	24%	3%	0%	28%
Grand Total	100%	100%	100%	100%



Population growth is forecasted for six of the eight planning areas, with Town Center Commons and Village Planning Areas combining for half of all full-time population growth. Employment growth is expected in all eight planning areas, though very minimally in the Airport and Henderson Beach areas.

The Harbor and Town Center Commons areas are expected to be the main focus of employment growth through 2050. Hotel / motel units are concentrated most heavily in Town Center Commons, whereas seasonal population generally – but not identically – follows full-time population.

Planning Area Population by Housing Type and Employment Type Forecasts
% change 2020 to 2050

Planning Areas	SF Pop	MF Pop	Serv Emp	Comm Emp	Ind Emp
Airport	0%	0%	74%	16%	10%
Crystal Beach	31%	69%	53%	41%	6%
Gulf Resort	15%	85%	64%	29%	7%
Harbor	17%	83%	48%	42%	9%
Henderson Beach	0%	0%	69%	25%	6%
Holiday Isle	13%	87%	68%	24%	8%
Town Center Commons	16%	84%	52%	41%	8%
Village	34%	66%	53%	39%	9%
	22% (of pop)	78% (of pop)	58% (of emp)	35% (of emp)	8% (of emp)

Population growth is expected to be more than three-fourths accommodated in multi-family structures, with no planning area anticipated to see more than one-third of its population growth in single-family units. Service employment is expected to continue its dominance as the primary employment sector for new Destin-based jobs, while commercial and industrial jobs are still relevant in the coming decades.

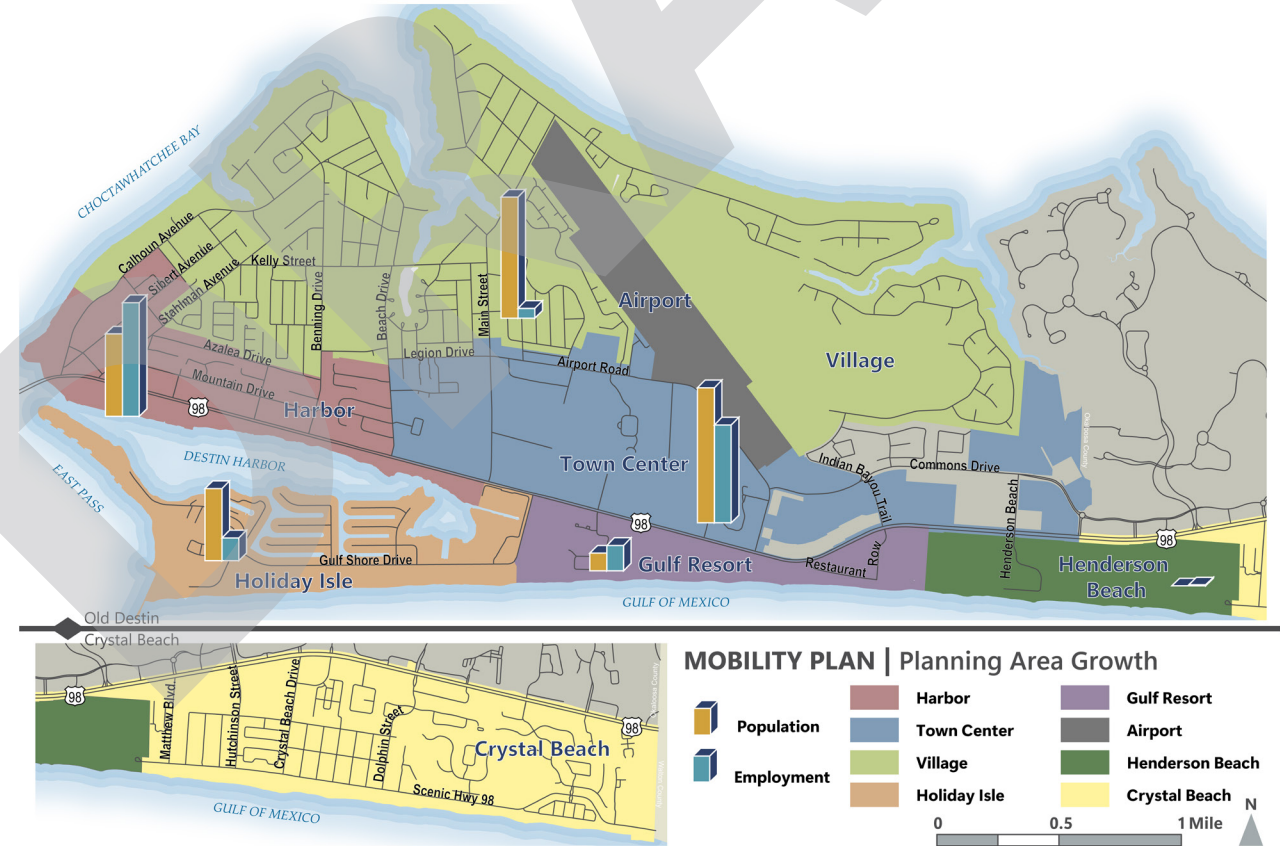
These inter- and intra-area breakdowns result in the planning area forecast provided here:

Planning Area Growth Est. Net Change 2020 to 2050

Planning Areas	SF Pop	MF Pop	Housing Units	Hotel/Motel Units	Seasonal Pop	Serv Emp	Comm Emp	Ind Emp
Airport	0	0	0	0	0	2	0	0
Crystal Beach	104	236	163	80	340	59	45	18
Gulf Resort	11	63	36	84	59	51	45	0
Harbor	59	284	165	125	280	301	138	21
Henderson Beach	0	0	0	0	0	3	1	0
Holiday Isle	38	262	144	30	225	64	23	8
Town Center Commons	90	472	270	228	449	211	165	43
Village	173	331	242	0	531	22	16	3
	475	1,648	1,020	547	1,884	713	433	93



The map below shows the net growth in population and employment by planning area.



4.4 MOBILITY

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MOBILITY

The preceding sections on population and employment are important context for this section on mobility because it's the people that live in and visit Destin that create the demand to travel and the need for improvements to make sure the transportation system functions well in future years. Destin's growth means more people traveling, however, the future growth is likely to take different forms than past growth. More infill development and redevelopment of already developed areas will put more people near popular Destin destinations. Cars will likely be a popular mode of travel well into the future, but other options – such as walking and biking - will also be viable and nurturing their use through transportation improvements will be important to ensure the system functions well for all users.

Findings and Implications at a Glance

- Driving is by far the most frequently used mode of transportation in Destin, but pedestrian activity has grown substantially during the last five years.
- U.S. 98 is the City's most congested roadway, with several segments falling below acceptable conditions during the peak travel hours. The most congested segment for vehicles was between Henderson Beach Road and Airport Road.
- Traffic volumes grew on most roadways between 2017 and 2021. Total traffic counts on the City's collector roadways grew by about 9 percent. Traffic counts on U.S. 98 increased by 17% over the same period.
- Transit ridership has declined substantially since 2013, with declines accelerating since the onset of the COVID-19 pandemic in 2020.



Motor Vehicles

Personal motor vehicles are the most common mode of transportation in Destin. The U.S. Census Bureau’s American Community Survey in 2020 estimated that more than 85% of work trips in the city are by personal vehicle. The city’s geography, being hemmed in by water on three sides, limits the number of route options in the transportation network for people to travel to or through the city by vehicle. Harbor Boulevard/U.S. 98 is the primary east-west option and as such experiences significant traffic congestion. Most other roadways in the city serve locally-oriented traffic. This section summarizes key datapoints that characterize the performance of the City’s transportation network for people using motor vehicles.

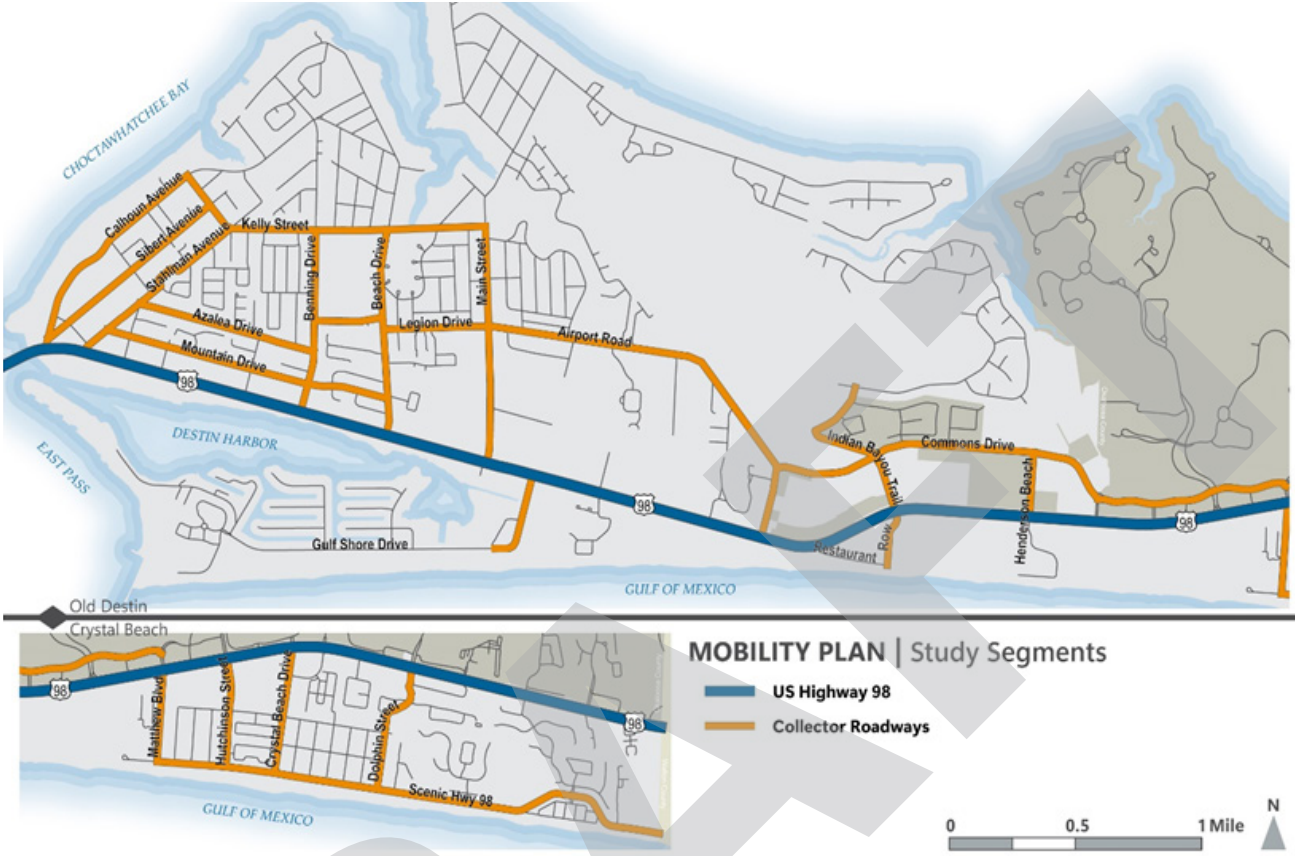


Roadways

In September 2020 there were 766 miles of county-owned paved roads and 144 unpaved roads, and nearly 64 miles of city-owned roads in Destin. The City’s street network with streets defined by their functional classification is provided in the map below. Roads not identified as either U.S. 98 or collector roadways are either minor collectors or local streets.

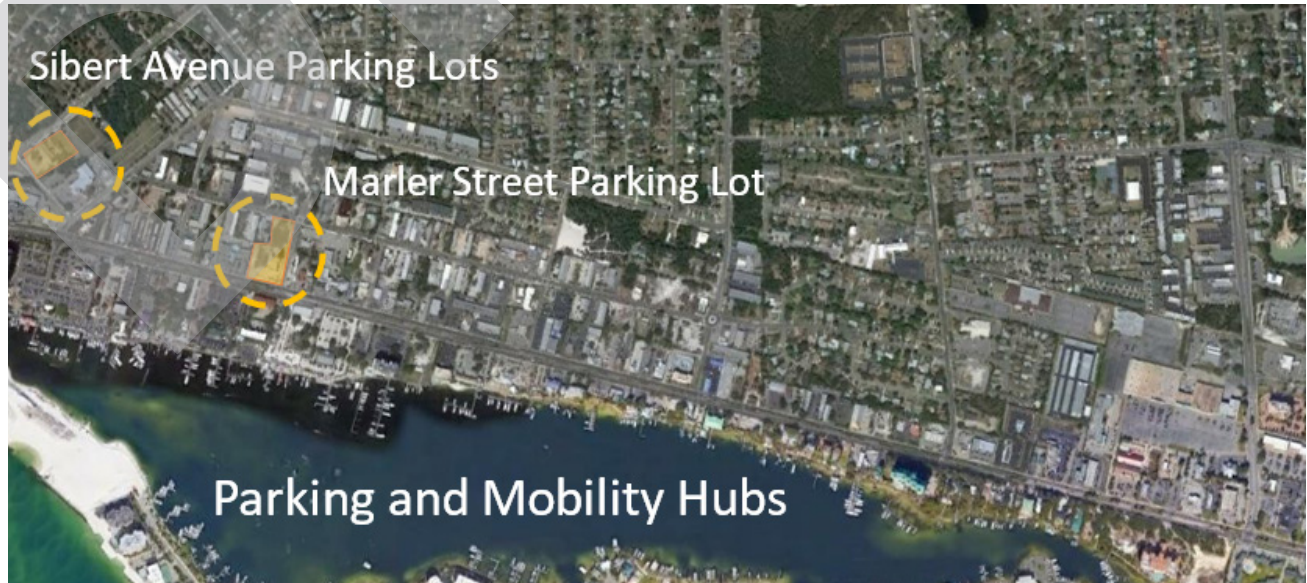
U.S. 98 is Destin’s primary facility for moving people and freight and connecting the City to adjacent communities. FDOT classifies U.S. 98 as an urban principal arterial. The department has also been working to classify roadways according to their context (i.e. their surrounding land use and building form). This approach respects the fact that U.S. 98 in the heart of Destin is serving a much different context and purpose than U.S. 98 in western Okaloosa County.

FDOT has given U.S. 98 a context classification of C-4, which is “urban general.” This classification can influence roadway design. For example, in 2020 for roadways classified as C4 FDOT eliminated the requirement for minimum pedestrian volumes to establish midblock crossings and mark unsignalized crosswalks, and for engineering studies to implement leading pedestrian intervals at traffic signals. These standards are important to consider as Destin seeks improvements to U.S. 98.



Parking

The city maintains four public parking lots in the Destin Harbor District – the Destin Library, Destin Community Center, Marler Street, and Zerbe Street. The city charges a flat fee of \$5 to park at the Marler and Zerbe lots. The library lot is only available after library hours, and the community center includes both permit and pay-to-park spaces. Destin partners with the Passport parking app to accept parking fees via their application.



Traffic Counts

The City most recently collected traffic counts in July 2021 to support the development of the Mobility Plan. Peak hour/peak direction traffic volumes are available for each of the segments of US 98 within Destin for years 2007 to 2021. The years 2018 to 2020 were estimated by interpolating between years 2017 and 2021. Similarly, peak hour/peak direction traffic volumes were available for each of the segments of the collector roadways within Destin for years 2007-2021. However, only years 2019 and 2020 were estimated by interpolating between years 2018 and 2021.

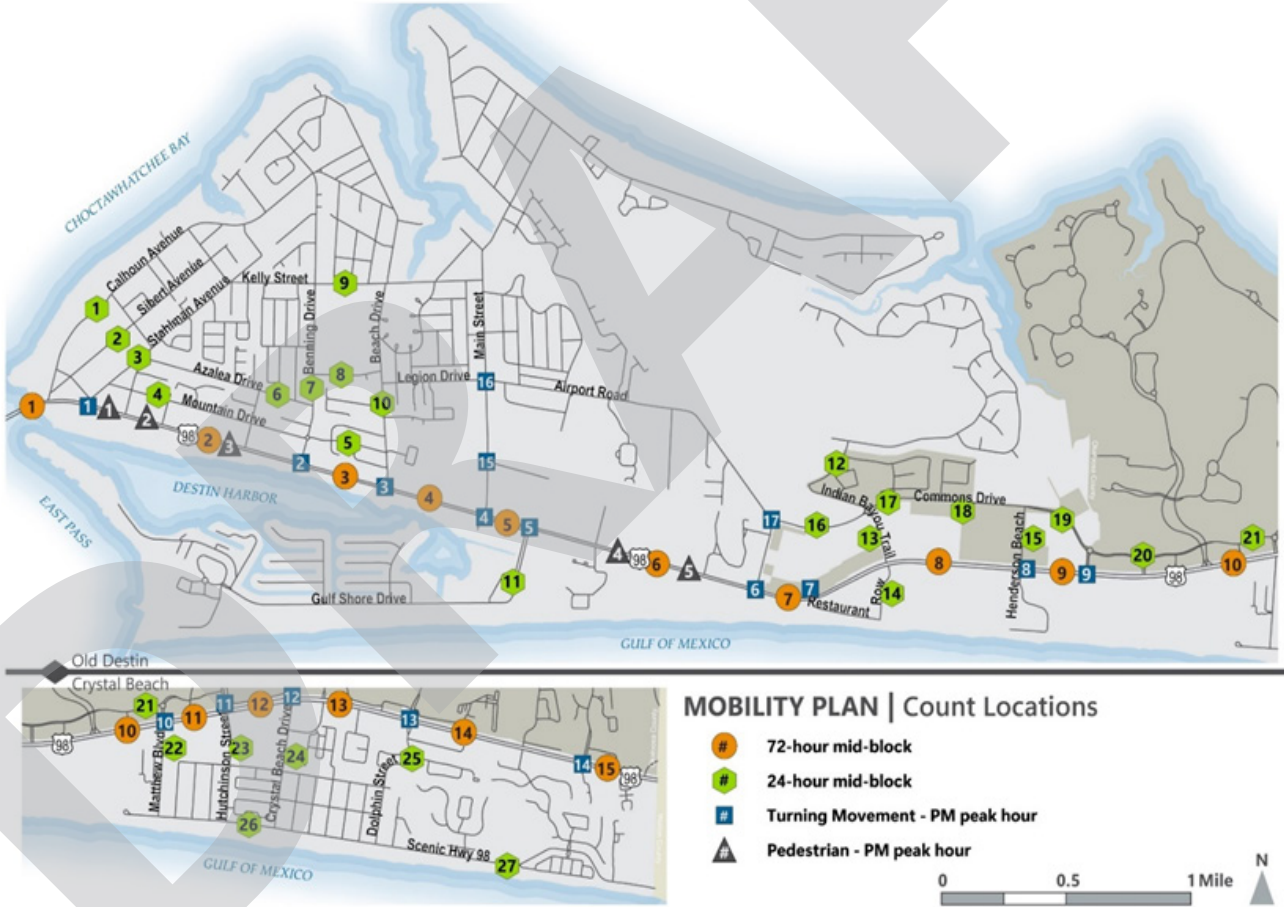
Traffic volumes changed in inconsistent ways between 2017 and 2021. Some roadways experienced significant increases in traffic volumes while others saw significant declines. The COVID-19 pandemic influenced travel behavior and it may take a few more years of data collection to get a clearer picture of the direction for traffic volume trends on the City’s major roadways. The table below lists PM peak hour traffic counts for Destin’s arterial and collector roadways.

Roadway	From	To	2021	2017	% Change
U.S. 98	Marler Bridge	Stahlman Ave	3,282	3,075	7%
	Stahlman Ave	Benning Dr	2,909	2,505	16%
	Benning Dr	Beach Dr	3,255	2,815	16%
	Beach Dr	Main St	3,279	2,841	15%
	Gulf Shores Dr	Airport Rd	3,538	3,047	16%
	Airport Rd	Scenic Highway 98	3,996	3,159	26%
	Scenic Highway 98	Henderson Beach Rd	4,184	3,431	22%
	Henderson Beach Rd	Triumph Rd	4,130	3,390	22%
	Triumph Rd	Matthew Blvd	4,144	3,848	8%
	Matthew Blvd	Danny Wuerffel Way	4,421	3,380	31%
Airport Road	Danny Wuerffel Way	Crystal Beach Dr	4,519	3,620	25%
	Regatta Way Blvd	Tequesta Dr	4,125	3,822	8%
	U.S. 98	Commons Dr	818	670	22%
	Commons Dr	Main St	1,894	1,980	-4%

Roadway	From	To	2021	2017	% Change
Azalea Drive	Stahlman Ave	Benning Dr	587	524	12%
Benning Drive	U.S. 98	Kelly St	398	269	48%
Calhoun Avenue	U.S. 98	Kelly St	501	351	43%
Commons Drive	Airport Rd	Indian Bayou Trail	1,594	1,560	2%
	Indian Bayou Trail	Diamond Cove	1,403	1,258	12%
	Diamond Cove	Henderson Beach Rd	1,272	1,254	1%
	Henderson Beach Rd	Triumph Rd	1,420	1,285	11%
	Kelly Plantation Dr	Matthew Blvd	1,367	1,007	36%
Crystal Beach Drive	Scenic Highway 98	U.S. 98	555	500	11%
Gulf Shore Drive	U.S. 98	Curve	1,145	964	19%
Henderson Beach Rd	U.S. 98	Commons Drive	404	531	-24%
Hutchinson Street	U.S. 98	Scenic Highway 98	570	822	-31%
Kelly Street	Calhoun Ave	Main St	902	562	61%
Legion Drive	Benning Dr	Beach Dr	609	509	20%
	Beach Dr	Main St	1,098	1,226	-10%
Main Street	U.S. 98	98 Palms Blvd	619	1,081	-43%
	Airport Rd	Kelly St	1,076	1,001	7%
Matthew Blvd	Scenic Highway 98	U.S. 98	776	614	26%
Mountain Drive	Stahlman Ave	Benning Dr	592	536	10%
	Benning Dr	Beach Dr	466	633	-26%
Regatta Bay Blvd	Scenic Highway 98	U.S. 98	515	298	73%

Roadway	From	To	2021	2017	% Change
Scenic Highway 98	Matthew Blvd	Dolphin St	963	742	30%
Sibert Avenue	Calhoun Ave	Kelly St	580	324	79%
Stahlman Avenue	U.S. 98	Kelly St	762	714	7%

The map below shows the locations where the City counted traffic, and the type of traffic count. Not all locations are shown in the preceding table because some locations lacked reliable count data for 2017.



Roadway Level of Service

Level of service is a quantitative measure of how well vehicle traffic flows on a roadway segment. The LOS describes roadways using a letter from A to F to describe performance, with A indicating the best performance and F the worst. It is important to note that the A to F letters do not necessarily indicate desired performance. A LOS of A is often

not feasible, cost effective, or even desirable given other competing transportation or societal goals. As FDOT states in its Quality/Level of Service Handbook, “transportation professionals widely consider LOS D for the automobile mode an acceptable condition, and this threshold is often used as a design condition in urbanized areas.”

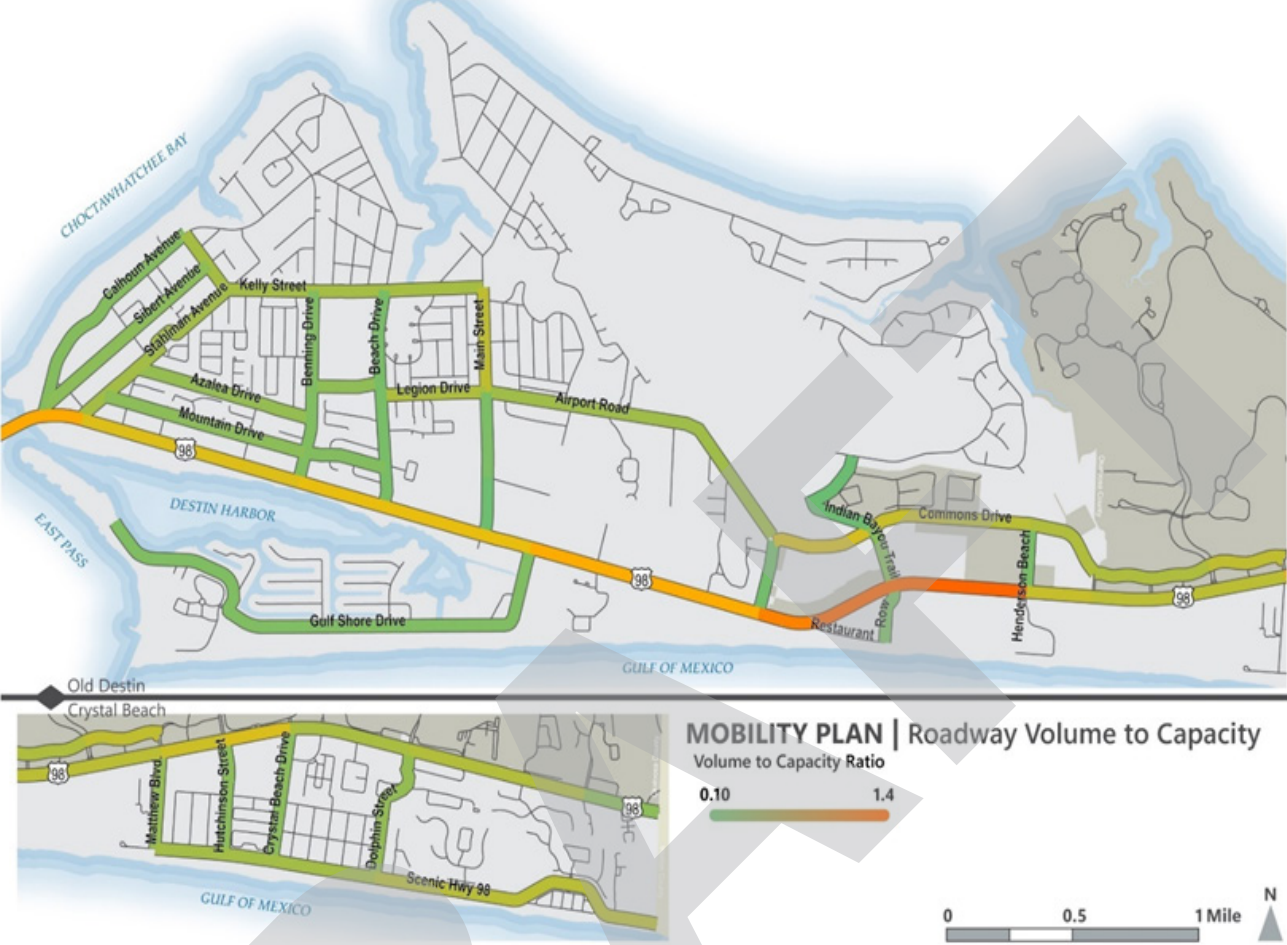
Therefore LOS D is the standard for performance of the state-maintained U.S. 98/Harbor Boulevard. The City’s policy as described in the Comprehensive Plan is also to maintain its system of collector roadways at an LOS of D or better. However, there are a different set of standards, described in the subsequent section, for collector roadways within multimodal transportation districts. Within these districts there are also LOS standards for pedestrian, bike, and transit modes using different data to quantify performance.



The vehicular level of service for an arterial roadway segment is based on the volume-to-capacity (v/c) ratio. The v/c ratios for 2011, 2016, and 2021 on Destin’s only arterial roadway (U.S. 98) are shown in the table below. These tables are color coded to show how each segment has performed over time. A v/c ratio under 1.0 indicates this segment is meeting the LOS D standard. A v/c ratio of more than 1.0 indicates the segment is not meeting this standard. Green is meeting the standards, yellow is near the standard limit, and red is failing (does not meet the standards). The map below also shows the v/c ratio for the City’s collectors, all of which are operating below a 1.0 v/c ratio.



U.S. 98 Segments - Volume to Capacity	2021	2016	2011
U.S. Hwy 98 between Marler Bridge and Stahlman Avenue	1.03	0.92	0.91
U.S. Hwy 98 between Stahlman Avenue and Benning Drive	0.97	0.88	1.00
U.S. Hwy 98 between Benning Drive and Beach Drive	1.00	0.93	1.05
U.S. Hwy 98 between Beach Drive and Main Street	1.01	0.95	1.03
U.S. Hwy 98 between Main Street and Gulf Shore Drive	1.01	1.13	1.00
U.S. Hwy 98 between Gulf Shore Drive and Airport Road	1.12	1.00	1.09
U.S. Hwy 98 between Airport Road and Scenic Highway 98	1.28	0.96	1.15
U.S. Hwy 98 between Scenic Highway 98 and Henderson Beach Rd	1.39	1.05	1.08
U.S. Hwy 98 between Henderson Beach Road and Triumph Drive	0.91	0.99	1.08
U.S. Hwy 98 between Triumph Drive and Matthew Blvd.	0.89	0.73	0.80
U.S. Hwy 98 between Matthew Blvd. and Danny Wuerffel Way	0.93	0.76	0.80
U.S. Hwy 98 between Danny Wuerffel Way and Crystal Beach Dr.	0.96	0.74	0.80
U.S. Hwy 98 between Crystal Beach Drive and Regatta Bay Blvd	0.84	1.21	1.19
U.S. Hwy 98 between Regatta Bay Blvd and Tequesta Drive	0.87	1.11	1.19
U.S. Hwy 98 between Tequesta Drive and Walton County Line	0.78	1.06	1.22



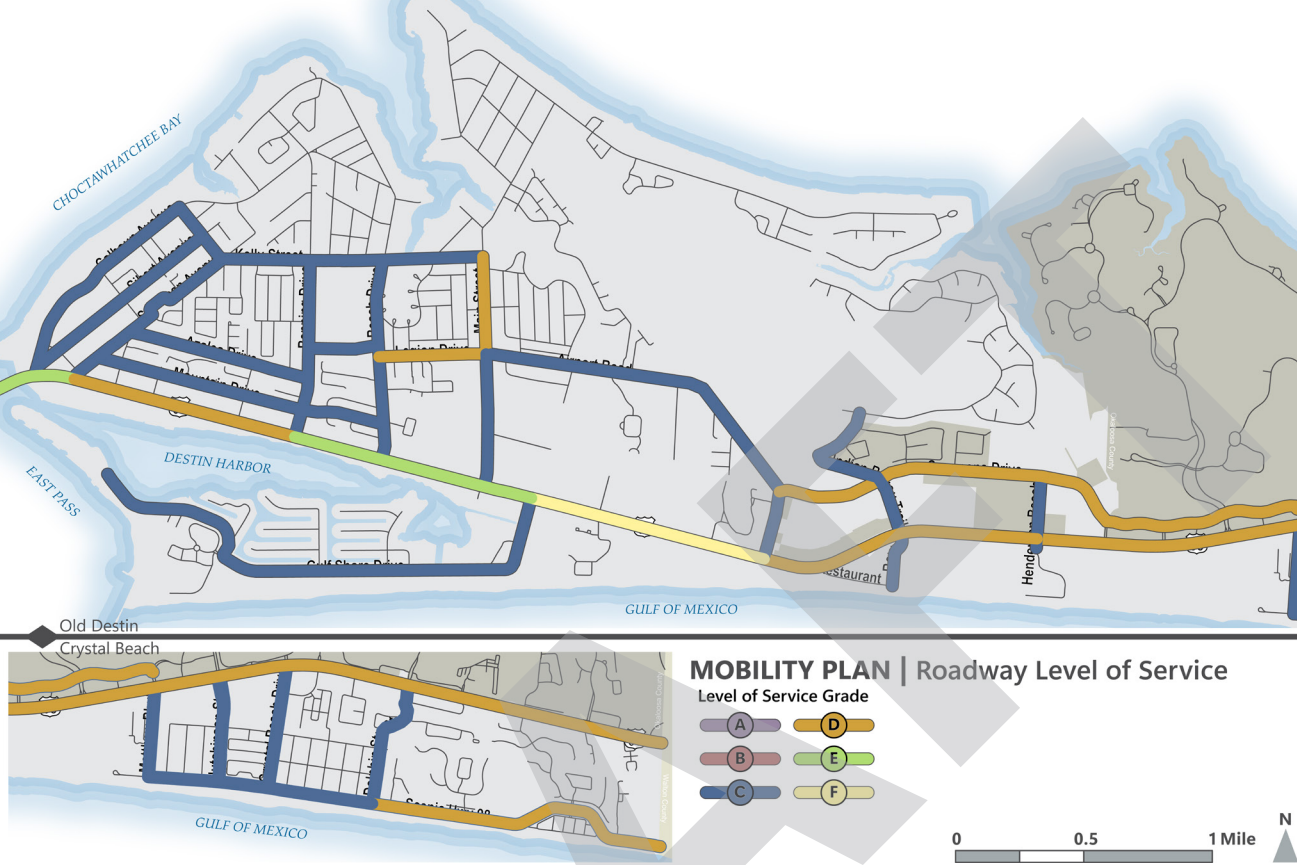
The tables below list segments of both collector roadways and U.S. 98 where the peak hour LOS is D, E, or F. None of the City’s collectors fall below an LOS D standard. However, several segments of U.S. 98 on the eastern side of Destin are operating at LOS E and one segment (Gulf Shore Drive to Airport Road) is operating at LOS F. Following the tables is a summary of the method used to calculate the LOS.

Collector Segments	Pk Hr LOS (2021)
Commons Drive between Airport Road and Indian Bayou Trail	D
Commons Drive between Indian Bayou Trail and Diamond Cove	D
Commons Drive between Diamond Cove and Henderson Beach Road	D
Commons Drive between Henderson Beach Road and Triumph Drive	D
Commons Drive between Triumph Drive and Kelly Plantation Drive	D
Commons Drive between Kelly Plantation Drive and Matthew Boulevard	D

Collector Segments	Pk Hr LOS (2021)
Legion Drive between Beach Drive and Main Street	D
Main Street between Airport Road and Kelly Street	D
Scenic Hwy 98 between Dolphin Street and Walton County Line	D



U.S. 98 Segments	Pk Hr LOS (2021)
U.S. Hwy 98 between Marler Bridge and Stahlman Avenue	E
U.S. Hwy 98 between Stahlman Avenue and Benning Drive	D
U.S. Hwy 98 between Benning Drive and Beach Drive	E
U.S. Hwy 98 between Beach Drive and Main Street	E
U.S. Hwy 98 between Main Street and Gulf Shore Drive	E
U.S. Hwy 98 between Gulf Shore Drive and Airport Road	F
U.S. Hwy 98 between Airport Road and Scenic Highway 98	D
U.S. Hwy 98 between Scenic Highway 98 and Henderson Beach Road	D
U.S. Hwy 98 between Henderson Beach Road and Triumph Drive	D
U.S. Hwy 98 between Triumph Drive and Matthew Blvd.	D
U.S. Hwy 98 between Matthew Blvd. and Danny Wuerffel Way	D
U.S. Hwy 98 between Danny Wuerffel Way and Crystal Beach Drive	D
U.S. Hwy 98 between Crystal Beach Drive and Regatta Bay Blvd	D
U.S. Hwy 98 between Regatta Bay Blvd and Tequesta Drive	D
U.S. Hwy 98 between Tequesta Drive and Walton County Line	D



- Below is a summary of the steps taken to calculate the vehicular LOS displayed in the preceding tables and maps.
- For U.S. 98, the posted speed limit, number of lanes and level of service (LOS) standard was identified for each segment. Using this information and the FDOT generalized level of service tables, the Peak Hour Peak Direction capacities were established for each segment.
 - Similarly, for the Destin collector roadways, the posted speed limit, number of lanes and level of service (LOS) standard was identified for each segment. Using this information and the FDOT generalized level of service tables for non-state roadways with 35 mph or lower speeds, the Peak Hour Peak Direction capacities were established for each collector segment.
 - For both the U.S. 98 segments and the collector road segments, the peak hour directional volumes were compared to the peak hour directional LOS standard capacities to calculate the volume to capacity ratio (v/c) as well as the LOS.
 - Additionally, the physical capacity of the roadway was used to determine the physical v/c ratio. The physical capacity of a roadway is the capacity at LOS E (or just before LOS F). LOS F is considered failing. The v/c ratios using physical capacity are used to show the depth into a failing condition a segment is performing, versus just a letter of F.
 - This process was followed for each of the years from 2007-2021.

Roadway Improvements

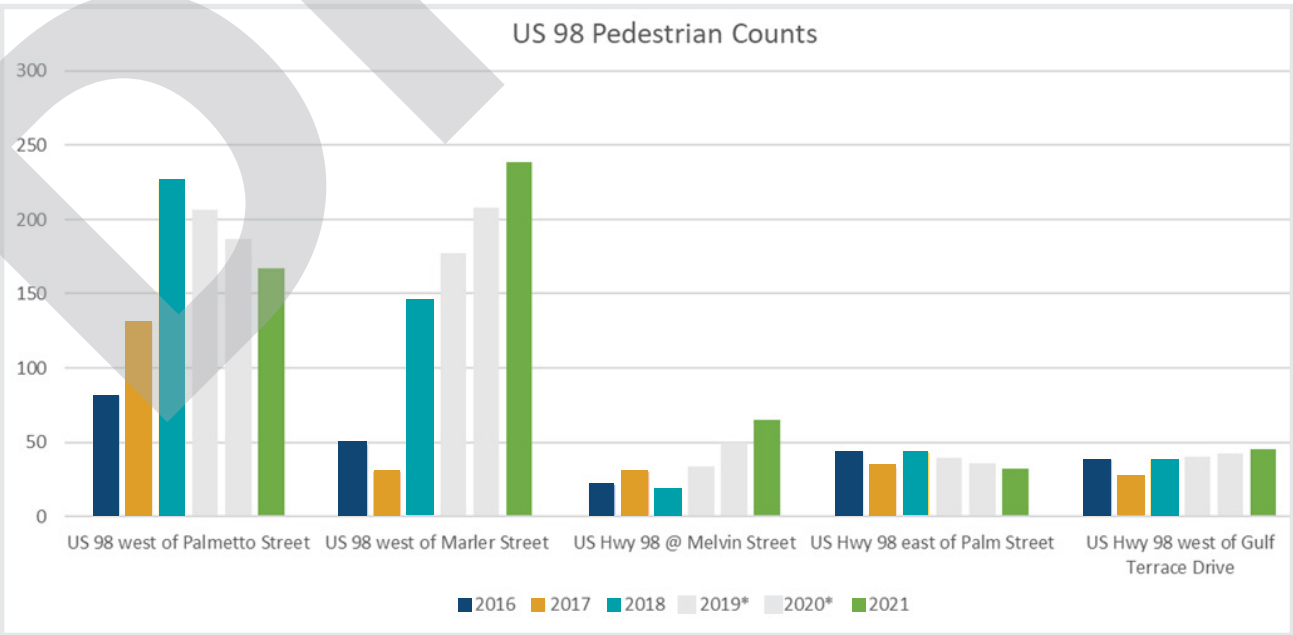
The most significant recent roadway improvement added capacity to U.S. 98 east of Airport Road. This FDOT-led project widened U.S. 98 from four to six lanes. The project also added bicycle lanes, new sidewalks, and better drainage infrastructure. The project improved level of service for this stretch of U.S. 98, although higher traffic volumes are filling up the new capacity realized by the widening.

Multimodal

Destin’s streets do much more than move vehicles. They are an important part of the public realm and it is important that they are safe and inviting for all users. This section summarizes data on the existing conditions for pedestrians, bicyclists, and bus transit riders.

Pedestrian Counts

The City last collected data for pedestrian activity on U.S. 98 in July 2021. While the counts only come from a single roadway, they are a useful indicator of the general growth of pedestrian activity in the City. U.S. 98 is also an important facility from a pedestrian safety perspective as serious and fatal crashes involving pedestrians are concentrated on this roadway, as the next section will describe. U.S. 98 also is a significant barriers for many pedestrians, especially those looking to cross from the north side of the road to the Harbor District on the south side. Many bus riders must also cross U.S. 98 each day. The graph below shows that pedestrian activity during the peak evening hour has steadily increased since 2016 on U.S. 98. The increase is especially high in the Habor District, with growth exceeding 50% since 2016. The growth of pedestrian activity is not surprising, but is an important finding. The combined growth of pedestrian and vehicle traffic on Destin’s roadways underscores the importance of incorporating pedestrian safety elements into transportation projects.



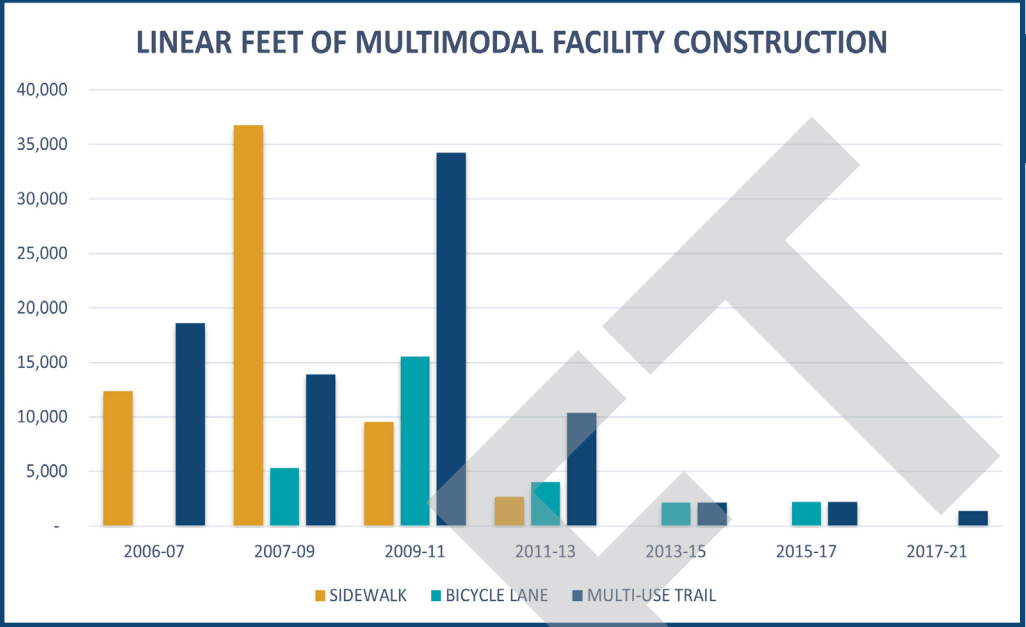
Multimodal Level of Service

Destin in 2006 was the first city in Florida to establish multimodal transportation districts (MMTD). The purpose for establishing a multimodal transportation district is to encourage a mix of land uses, support transportation options, and promote pedestrian-oriented site and building design consistent with the City’s Comprehensive Plan. All developments located in the MMTD are required to contribute to the bicycle, pedestrian, and transit network to minimize vehicle trips and provide options for travel. Destin has two MMTDs – Old Destin and Crystal Beach. Together these districts cover much of the City’s collector roadway network.

New development within the MMTDs has been required to contribute towards achieving the adopted multimodal level of service (MMLOS) standards listed in the table below. Level of service is a concept that also applies to the other key modes of transportation. However, different measures are used to calculate LOS for each mode. The amount of mitigation that has been required corresponds to the project’s impact as calculated through application of the City’s transportation impact fee. The intent of this study is to support an update to this process.

MMLOS for Collectors

Year	Bicycle	Pedestrian	Transit
Adopted Standard 2006	C	E	F
2007	C	D	F
2009	C	D	F
Adopted Standard 2011	B	C	E
2011	B	C	F
2013	C	C	F
2015	B	B	F
2017	B	C	F
Adopted Standard 2020	B	B	C
2021	C	C	F



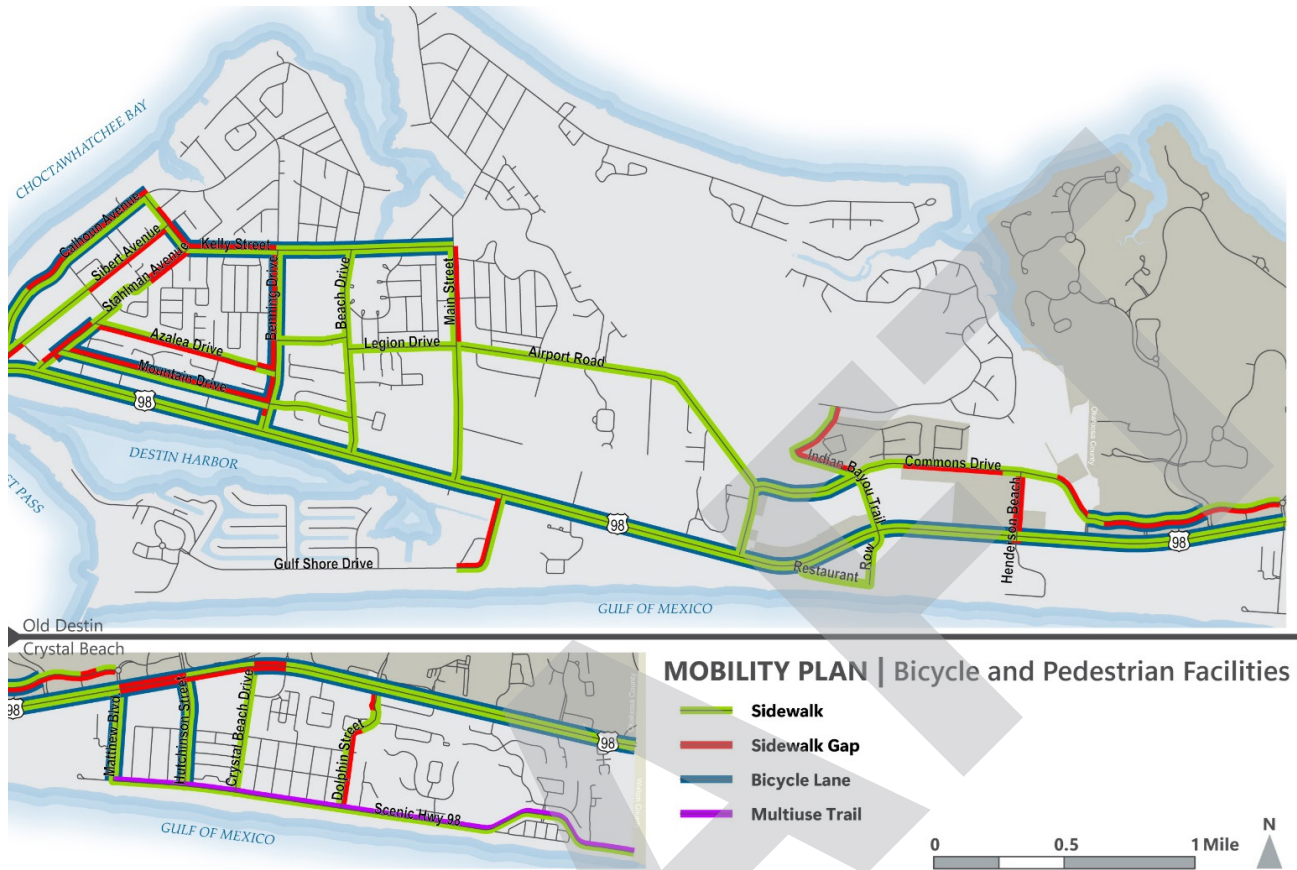
Multimodal Improvements

The City has made progress towards accommodating modes other than personal vehicles on its streets. Destin has added several linear feet to its network of sidewalks, bicycle lanes, and multi-use trails since 2006, as shown in the figure below. However, most of the network additions were built prior to 2011. Several gaps in the network remain, and the mobility plan identifies several projects for helping close them. Closing these gaps is important for achieving a truly multimodal network that gives travelers several options and reduces the amount of travel that can only be met via a personal motor vehicle trip.

Destin is well set up to support extensive bicycle and pedestrian transportation. The topography is flat and the street network is fairly well connected, allowing for more direct paths for people that are walking and biking. However, several prominent gaps exist. For example, Legion Drive and Airport Road are especially prominent gaps for bicycles, where a lack of bicycle lanes or a multi-use trail limit the opportunity to ride between the west and east sides of Destin. Sidewalk gaps are also present on Azalea Drive, Mountain Drive, and Kelly Street, which are important east-west connections; and Calhoun Avenue, which is an important north-south connection. Pedestrian and bicycle gaps in the City’s collector roadway network are summarized in the table below.

Roadway	Sidewalk Gap	Side	Length
U.S. Highway 98	Matthew Boulevard to Regions Way	South	3,400
	Matthew Boulevard to Hutchinson Street	North	1,200
Calhoun Avenue	U.S. Highway 98 north 660'; Clement Taylor Park to Kelly Street	West	3,900

Roadway	Sidewalk Gap	Side	Length
Sibert Avenue	Calhoun Avenue to Zerbe Street and Forest Street to Kelly Street	East	2,500
Stahlman Avenue	Pine Street to Kelly Street	Both	2,000
Mountain Drive	Stahlman Avenue to Benning Drive	North	4,250
Azalea Drive	Stahlman Avenue to 400' west of Benning Drive	South	3,300
	400' west of Benning Drive	North	400
Kelly Street	360' east of Calhoun Avenue to Benning Drive	North	2,750
Benning Drive	Mountain Drive to Kelly Street	West	3,000
Main Street	Airport Road to Kelly Street	East	1,800
Gulf Shore Drive	U.S. Highway 98 to Sandpiper Cover Drive	West	1,850
Indian Bayou Trail	Country Club Drive to Commons Drive	East	2,600
Commons Drive	900' east of Indian Bayou Trail to 400' west of Henderson Beach Road	South	2,100
	750' east of Henderson Beach Road to Triumph Road	North	1,000
	200' east of Triumph Road to Matthew Boulevard	South	3,700
Henderson Beach Road	U.S. Highway 98 to Commons Boulevard	Both	2,000
Regatta Bay Blvd	U.S. Highway 98 south 530'	West	530
Dolphin Street	250' north of Scenic Highway 98 to 850' south of U.S. Highway 98	East	1,650



Transit

Transit is an important part of the transportation mix in Destin, especially for people working in the City's service industries and commuting from outside Destin. However, transit ridership has been declining steadily in the region since 2013, and dropped massively during the COVID pandemic. There are several potential causes for this decline, described later in this section. Transit in Destin is unlikely to peel away many travelers from other modes. The City does not have the type of urban form – mix of uses at a high density - that is conducive to extensive transit use. But the travel mode will continue to play an important role, particularly for lower to middle wage workers that lack other reliable forms of transportation and are commuting in from neighboring communities.

Bus transit can also help the City optimize its parking supply by bringing in workers that do not require a parking space, and helping people park once and explore the community by a combination of foot and transit, using a trolley-like service. But generally speaking the number of people that use transit is likely to remain small unless unforeseen circumstances cause people to choose it more often for their trips.

Governance

The Okaloosa County Board of County Commissioners (BCC) serves as the Community Transportation Coordinator (CTC) for the County and operates fixed and demand response services as Emerald Coast (EC) Rider through the Okaloosa County Transit Cooperative. EC Rider provides services for Fort Walton Beach, Crestview, Okaloosa Island, and Destin/South Walton and is operated by MV Transportation, Inc.

The Okaloosa Transit Cooperative (Co-op) was created under a Memorandum of Agreement (MOA) between Okaloosa County and participating jurisdictions, including Cinco Bayou, Crestview, Destin, Fort Walton Beach, and Niceville. Its purpose is to foster cooperation among the County and participating municipalities in the coordination of fixed-route transit service and formulate and implement consistent plans, programs, policies, and procedures in the operation, maintenance, and development of transit service throughout the legal service areas of the participating jurisdictions.

The Co-op is responsible for the operation of the public transit system and recommends changes to the BCC regarding routes, stops, or other components of the fixed-route system. The Okaloosa County Local Coordinating Board was created in 1989 and includes 18 state agencies and community representatives of the transportation disadvantaged population. Its role is to identify local service needs and to provide information, advice, and direction to the CTC.



Fare Structure

EC Rider offers reduced fare options for elderly and disabled riders. Riders must apply and be approved for these reduced fares. If not approved, riders must pay the standard fare. Children 36" or shorter ride free with a paying adult.

For riders that use EC Rider at least three days per week, the agency will provide up to four free rides from work to home per year in the event of an emergency.

Fixed Route Fares

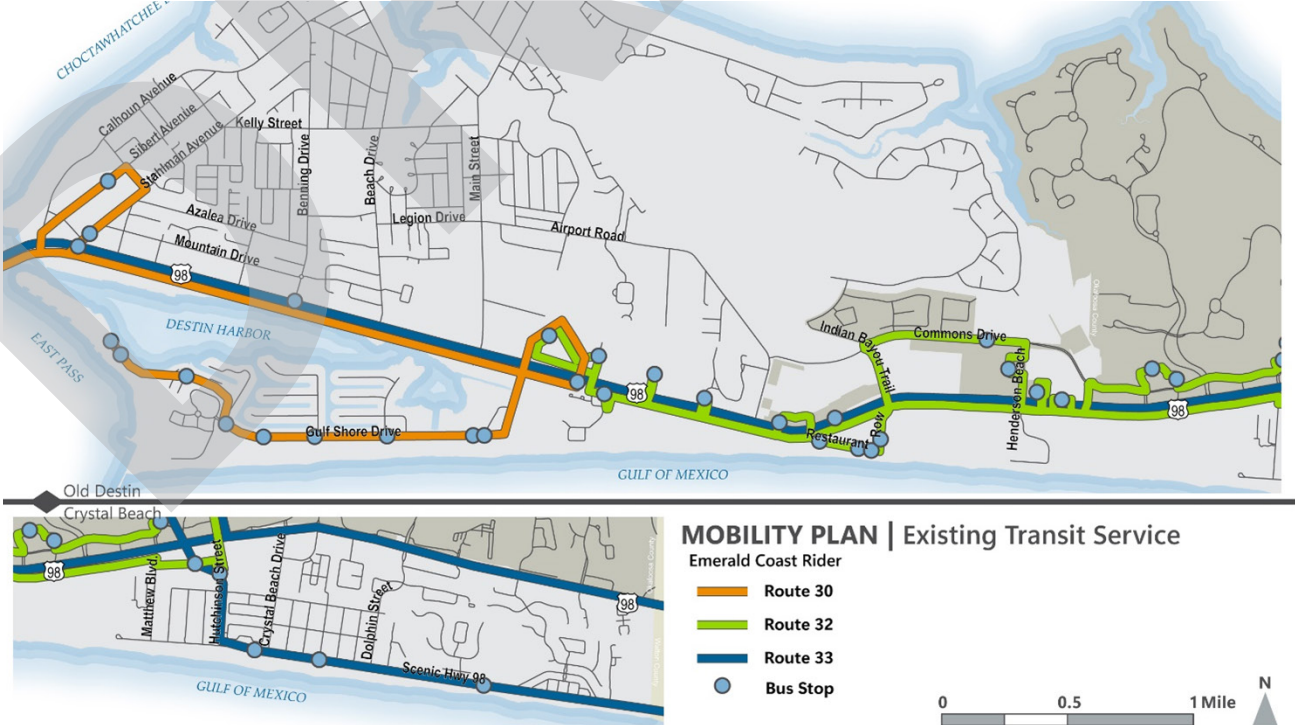
31 Day Pass	\$40.00
31 Day Reduced Pass*	\$20.00
31 Day Express'	\$50.00
31 Day Reduced Express* '	\$25.00
15 Day Pass	\$20.00
15 Day Reduced*	\$10.00
All Day Pass	\$4.00
All Day Reduced*	\$2.00
Single Ride	\$2.00
Single Reduced Ride*	\$1.00
Single Express Ride'	\$3.00
Single Reduced Express*'	\$2.00
Transfer	Free
Paratransit to Fixed Route	\$1.00
* Disabled riders are eligible for a Reduced Fare with a valid EC Rider Reduced Fare ID card. MEDICARE cards will also be accepted as proof of eligibility for Reduced Fare.	
' Currently, there is no express bus service to/from Destin	

Fixed Routes

There are currently three fixed routes that serve the City of Destin.

- Route 30: Destin Connector (Okaloosa Island—Destin):** Connects Destin with Okaloosa Island via U.S. 98. The route has 15 stops, 13 of which are within the City of Destin. The route has a scheduled service frequency of 20 minutes in the summer and 45 minutes in the winter and provides a connection with Route 20 from Okaloosa Island to Fort Walton Beach at its western terminus and Route 32 in Destin.
- Route 32: Destin East (Local):** Provides local service within the City of Destin primarily via U.S. 98 between Gulf Shore Drive and Mid-Bay Bridge Road. The route has 25 stops, all within the City of Destin. The route has a scheduled service frequency of 20 minutes in the summer and 45 minutes in the winter and provides connections to Route 30 at the west end of the route and Route 33 at the east end.
- Route 33: Crystal Beach (Destin—Miramar Beach):** Connects Destin with Miramar Beach via U.S. 98 and Scenic Highway 98. The route has 8 stops, 7 of which are within the City of Destin. The route has a scheduled service frequency of 20 minutes in the summer and 45 minutes in the winter and provides a connection with Route 32 in Destin.

These three routes connect at designated stops and transfers are included in a trip's fare. EC Rider has three transfer locations within Destin – 98 Palms Plaza, Crystal Beach Plaza, and Holiday Inn Express & Suites. There is also one transfer location just outside of the City limits – The Shoppes at Paradise Key. Service is generally available Monday through Friday 8:00 am to 7:00 pm year-round (excluding major holidays). The frequency of service differs, with more frequent service (20-minute headways) in the summer (Memorial Day through Labor Day) than the winter (45-minute headways).



Demand Response Service

EC Rider provides door-to-door Dial-A-Ride paratransit service to Okaloosa County residents unable to access the system’s fixed-route service. The cost of this service is based on distance traveled. Reservations are required, and can be made up to seven days in advance but no later than 1:00 PM the day before requested travel. This demand response service operates Monday through Friday from 4:00 AM to 8:00 PM, Saturday from 4:00 AM to 7:00 PM, and Sunday from 5:00 AM to noon.

Several agencies sponsor client transportation needs and pay all or most of the cost. The Florida Commission for the Transportation Disadvantaged provides cost-sharing assistance for individuals who are not sponsored and meet eligibility criteria. EC Rider also offers reduced fare options for elderly and disabled riders. Riders must apply and be approved for these reduced fares. Otherwise the fares vary between \$2 and \$3 per ride. The private pay rate is \$2.40 per mile.

Planned Future Fixed Route Service Improvements

Recommended transit improvements are included in the most recent Transit Development Plan adopted by Okaloosa County in July 2022. The TDP articulates goals and objectives that set the framework for EC Transit to meet community needs by: documenting the existing conditions as they relate to transit ridership and operations; identifying transit demand, mobility needs, and service and capital requirements, and; providing an estimate of operating/ capital expenditures and revenue sources to facilitate implementation. The improvements support EC Transit’s five goals for transit service:

- 1. Effectively improve transit awareness and support
- 2. Maximize the performance and quality of the EC Rider system
- 3. Forge relationships with key regional partners and stakeholders
- 4. Expand the EC Rider system to provide new connections
- 5. Pursue capital improvements and innovative technology

EC Rider studied several factors that indicate a propensity for people to use transit. The data indicate that Destin has low to moderate propensity for transit use, lagging places such as Fort Walton Beach and Crestview. However, the City also has many service industry jobs, some of which are filled by people living outside of Destin. The transit services along U.S. 98 help some of these workers reach their jobs. One of the challenges identified



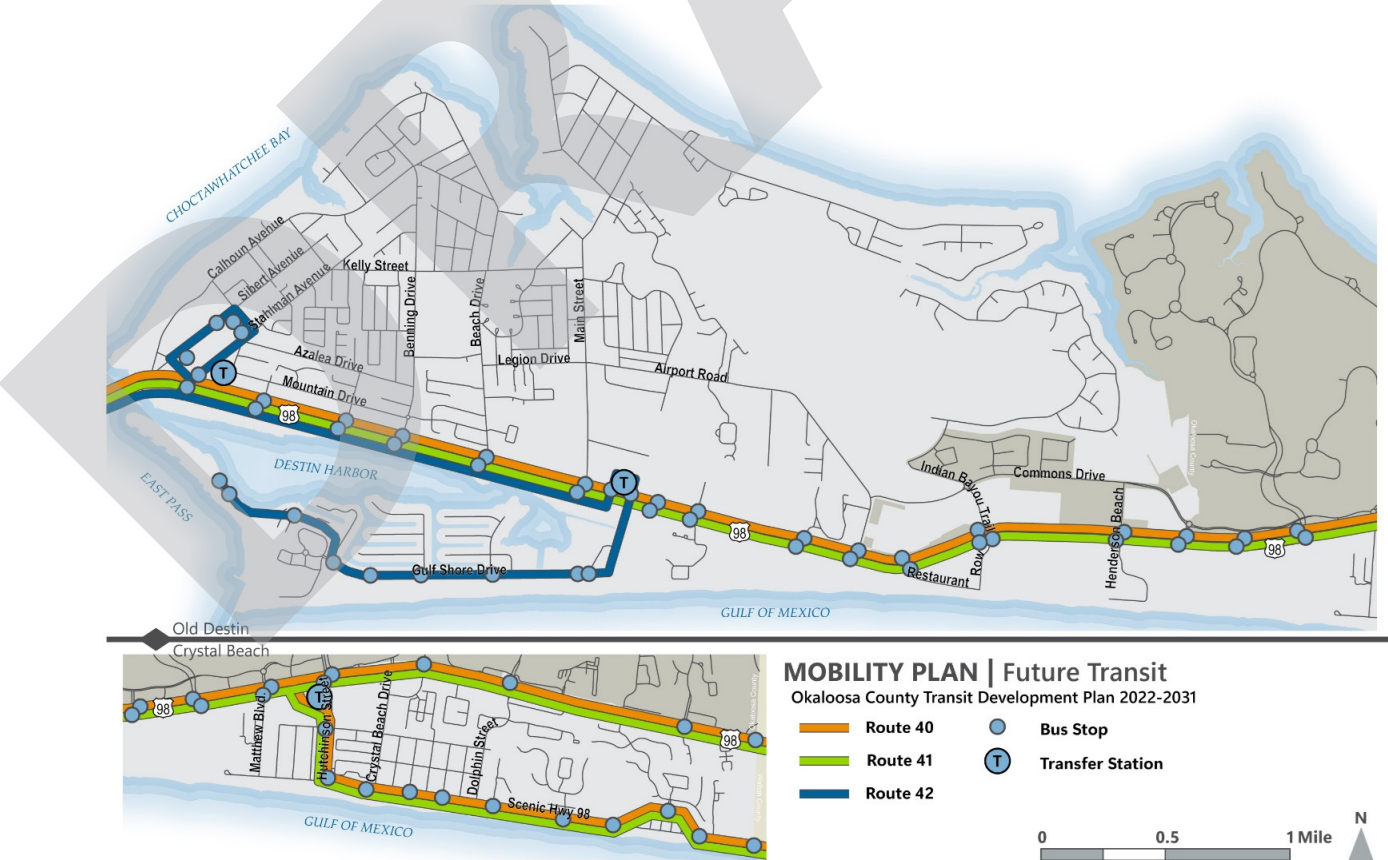
Figure 1 - Existing Transit Service and 1/4 Mile Walkshed

in the plan for these transit riders is “first mile/last mile connectivity.” Using transit in Destin is likely to require riders to cross U.S. 98 on foot once per day, which can be difficult due to the traffic volumes and speeds.

EC Rider’s 10-year Transit Development Plan includes the following proposals that would affect transit service in Destin:

- Replace the “Beach Routes” 20, 30, 32, and 33 with new Routes 40, 41, and 42, which will reduce the number of transfers required to traverse U.S. 98, increase bus stops, and streamline routing (see the map below). This change is expected to more than double ridership in 2031 relative to a “no-build” scenario where the routes are unchanged. This improvement is scheduled for 2024.
- Add a new Crestview to Destin Commons route via the FL-293 bridge. The northern terminus would be where FL-85 meets Airport Road, and the route would serve Crestview’s Main Street, City Hall, and Northwest Florida State College (NWFSC) following the path of Route 14.
- Upgrade Saturday service by running all routes at the same frequency as the same service levels as weekdays. The proposed implementation year is 2027.
- Increase evening service by adding one full cycle to the existing span on weekdays for all routes.

The plan also recommends land use and urban design strategies to support more transit use, such as mixed use development in close proximity to bus stations

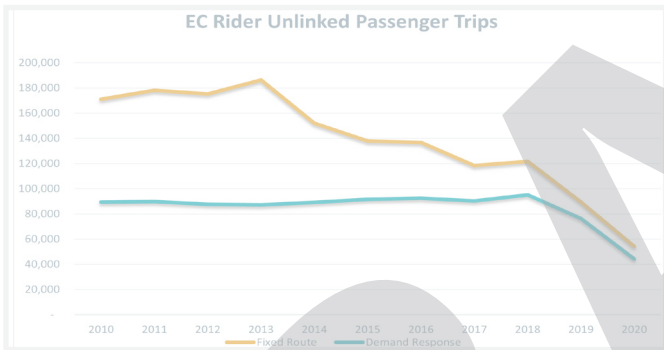


Park and Ride

There is one designated park and ride lot within the City of Destin on Legendary Drive at the Destin Commons shopping center. Destin has four other park and ride lots in the Harbor District where people can park and access an EC Transit service. These are the Destin Community Center, Destin Library, Marler Street, and Zerbe Street.

Performance

In 2020, EC Rider operated 32 demand response and 10 fixed transit vehicles during peak periods. Within the calendar year the service provided 54,130 fixed route passenger trips and 44,430 demand response trips, with 350,560 fixed route revenue miles and 560,710 demand response revenue miles.

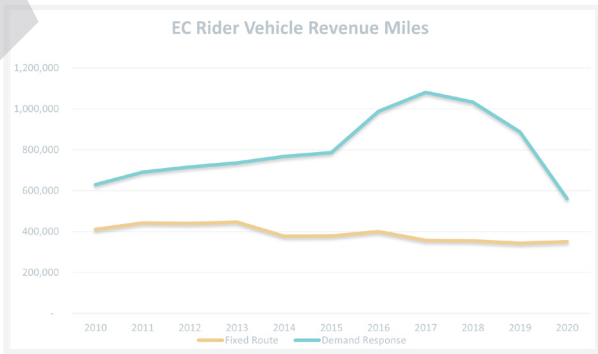


Unlinked Passenger Trips

Throughout the past decade, passenger trips have declined with annual fixed-route trips peaking in 2013 (~186,000) to a low in 2020 (~54,000). Annual demand response ridership remained steady up to 2018 (~95,000) when it began to decline in 2019 (~76,000) and 2020 (~44,000).

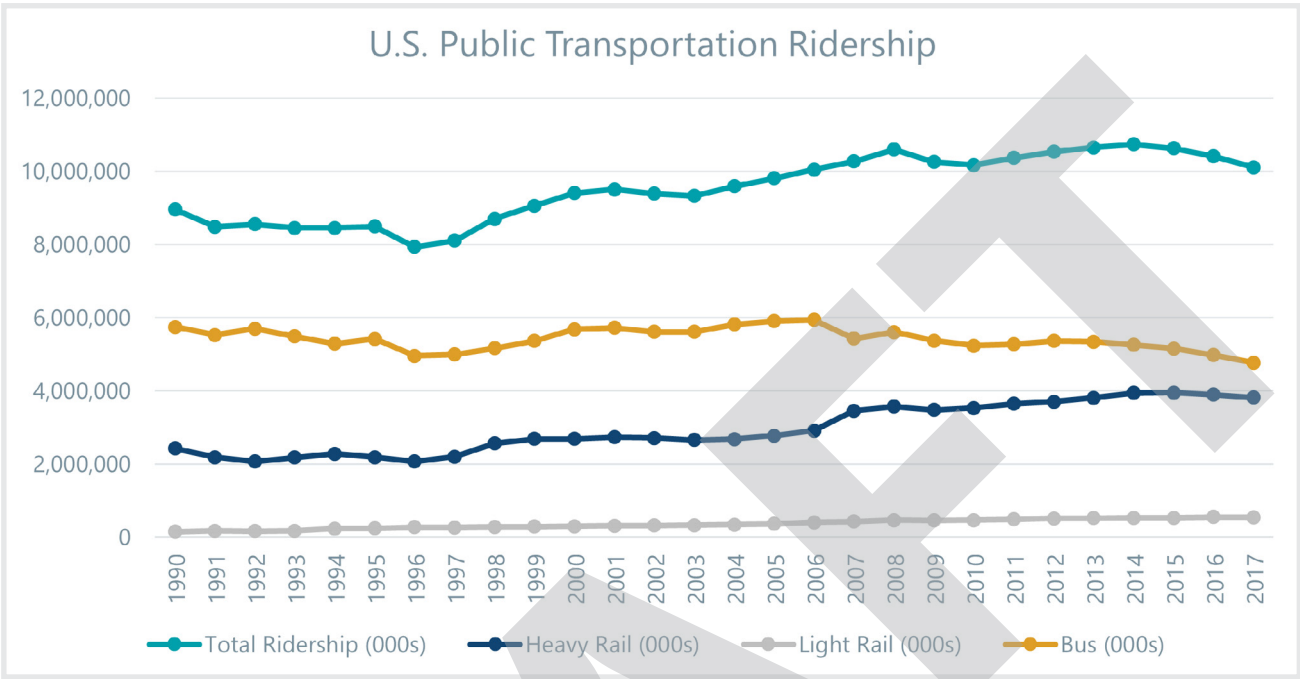
Vehicle Revenue Miles

Fixed route vehicle revenue miles remained relatively consistent throughout the decade between 2010 and 2020, with demand response vehicle revenue miles dropping in response to decreased ridership.



Factors Affecting Transit Ridership

Transit ridership in Destin and the communities serviced by EC Transit reflect broader trends in transit use across the country. The COVID pandemic exacerbated these trends, causing ridership levels to plummet. Transit use is far shy of its pre-COVID levels, even while other modes of transportation have bounced back. This points to a potentially bleak future for transit outside of the major metropolitan areas where it is essential. But transit remains an important part of the transportation mix in Destin and elsewhere. Many people rely on it for travel to and from work. This section outlines some of the causes of ridership decline, looking at data from across the country in the absence of local research on the topic.



Since 1990 (according to the American Public Transportation Association - APTA), nationwide transit ridership peaked in 2014 and has declined every year since. This downturn looks to have different root causes than previous downturns, which coincided with major national economic downturns. Among the most discussed root causes are income improvements and the emergence of ride-hailing services. If transit ridership in Destin is to improve, addressing these causes must be part of the discussion.

Real Income

Real per capita disposable income (inflation adjusted) rose nearly \$4,000 from 2013 to 2017 after a half-decade of stagnation. This is a more robust growth rate than any time in the previous 30 years. There have been improvements in employment rates over the same period, which are generally associated with ridership improvements. However, improvements in real per capita income are allowing former transit riders to have increased access to non-transit modes, which is mitigating to some extent the transit ridership boost from economic activity. Trends in vehicle miles of travel (VMT) support this hypothesis, as after nearly a decade of declining or steady total VMT, travel has been increasing again since 2013 .

Ride-Hailing Services

Ride-hailing services such as Uber, Lyft, and others are transforming transportation throughout the United States. With ride-hailing's surge in availability and ridership being a relatively recent phenomenon, there is little information on the impacts ride-hailing has on public transportation. The largest study to date on ride-hailing's impact on transportation behavior

found the majority of ride-hailing service users did not have any change in transit use after adopting ride-hailing as a mode choice . A minority of respondents reported change in transit use after adopting ride-hailing. The overall change in behavior was limited but showed declines for the primary transit modes and technologies. For those with a change in transit use, bus use declined 6% and light rail use declined 3% while commuter rail increased by 3%. These findings, along with demographic data on ride-hailers (who are generally more affluent and own more cars than transit users as a whole) suggest ride-hailing users and transit users have only modest overlaps, and ride-hailing replaces transit in only certain circumstances. Results from the same research showed ride-hailing is a substitute for travel for all the primary modes of surface transportation, including for local and regional trips (see graphic on the right). Other surveys of ride-hailing customers have found one-quarter to one-half of riders would have otherwise traveled via public transportation for their trip and understanding this dynamic within each region would require additional study.



Other studies pertaining to ride-hailing and public transportation found more mixed results. A Pew Research Center study found frequent ride-hailing users are less likely than other Americans to own a car – but also rely heavily on a range of other transportation options, suggesting ride-hailing and transit are mutually beneficial as ride-hailers abandon cars and add transit as a travel mode . This is corroborated by an APTA report noting ride-hailing services often see service demand in the 10 PM – 4 AM time period when public transit is infrequent or unavailable, furthering the complementary nature of the service . Conversely, a study focused on mobility in New York City noted during 2015 and 2016 when ride-hailing services expanded substantially in New York, bus ridership declined both years while subway ridership declined sharply from 2015 to 2016 . Looking more closely at the types of trips taken via ride-hailing services, the number of trips under 3 miles were effectively unchanged from 2013 to 2016, while the number of trips above 3 miles and particularly longer than 5 miles grew exponentially.



Other Possible Causes of Transit Ridership Decline

There is less research on other root causes of ridership decline, but other possibilities have been discussed.

Regional growth and urban settlement patterns

Regional growth patterns and low-income household settlement patterns have changed significantly over the past several decades. All of the major regions of the country have seen urban footprints grow significantly, even those not seeing significant increases in population. Transit coverage has not been able to keep up with the expanding geography of urban areas. Transit systems for the most part have not expanded, changed their service delivery model, or added routes to adequately serve developing areas. Many systems cover areas substantially the same as they have been for decades. The reasons for this are complex, but the limitations can mostly be explained by lack of funding, lack of understanding of benefits of different service delivery models, lack of ability or regional will to expand transit systems across jurisdictional lines, and lack of rationale for serving suburban and exurban areas not designed to support transit – either in transportation infrastructure or physical development. In addition to the challenges of serving most newly developed areas with transit, there is the challenge of serving the older, inner ring suburbs first built in the 1950s, 1960s and 1970s. Some of these neighborhoods have transitioned from lower-middle to middle income neighborhoods into low-income neighborhoods where a higher percentage of the population have transit needs or a propensity to ride transit. This same demographic shift has been seen in the mill villages and industry-oriented neighborhoods of North Carolina. These were designed around walking to work and getting goods and services in the neighborhood or nearby downtowns. The current day residents of these neighborhoods seek employment and services outside of the neighborhood. They are potential transit riders, but the design of their communities, and lack of transit therein, is not helping to grow transit ridership.



Demographics

Some have suggested changing demographics have been a part of ridership decline. For instance, per Census data, immigrant workers are more likely to commute via transit than native-born workers, and the longer an immigrant stays in the U.S., the less likely they are to use transit. As immigration rates decline, so too would transit ridership . Similarly, there might be transit commuter ridership losses due to baby-boomers aging out of the workforce.

Housing Displacement of Lower Income Transit Riders

America’s cities are getting more expensive, and it may be lower income transit riders are being priced out of neighborhoods with transit. The following table shows growth in rent from 2010-2016 for three types of areas within North Carolina: Census tracts in counties without fixed route transit, tracts adjacent to fixed route transit, and tracts in counties served by fixed route transit, not adjacent to transit.

Areas	Counts of Tracts	Average of 2010 rent	Average of 2016 rent	Average Percent Change in Rent
No Fixed Route Transit in County	880	\$476.95	\$546.79	14.6%
Counties with Fixed Route Transit	1214	\$639.24	\$737.43	15.4%
Adjacent to Transit	753	\$661.99	\$769.79	16.3%
Not Adjacent to Transit	461	\$602.08	\$684.56	13.7%
Grand Total	2094	\$571.04	\$657.31	15.1%

Retail Trends

Electronic commerce is likely influencing transit ridership, especially among transit-dependent populations. E-commerce retail sales have grown from approximately \$40 billion per quarter in 2010 to over \$120 billion per quarter in 2018 . Shoppers are likely making fewer trips to brick and mortar establishments. There has also been a notable decline in the growth rate of retail employment starting in 2016 after several years of strong growth in the wake of the Great Recession’s peak effect .

Other

Additionally, changes in congestion levels, lack of planning for faster transit in congested corridors, cross jurisdictional travel required due to lack of affordable housing closer to the jobs, changes in fuel prices, slowdowns in transit service expansions, changes in car ownership rates, increases in telecommuting, and new bicycle and pedestrian infrastructure also play roles in the level of transit ridership.



4.5 SAFETY

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SAFETY

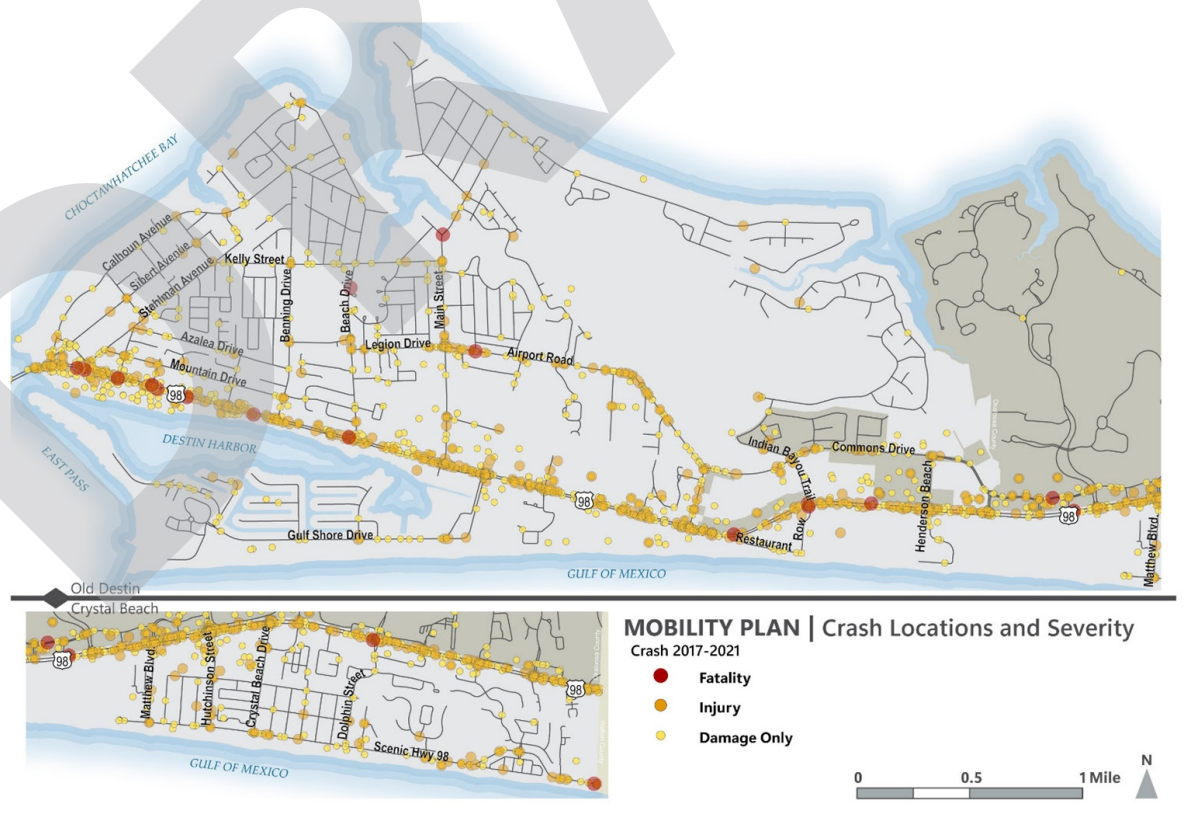
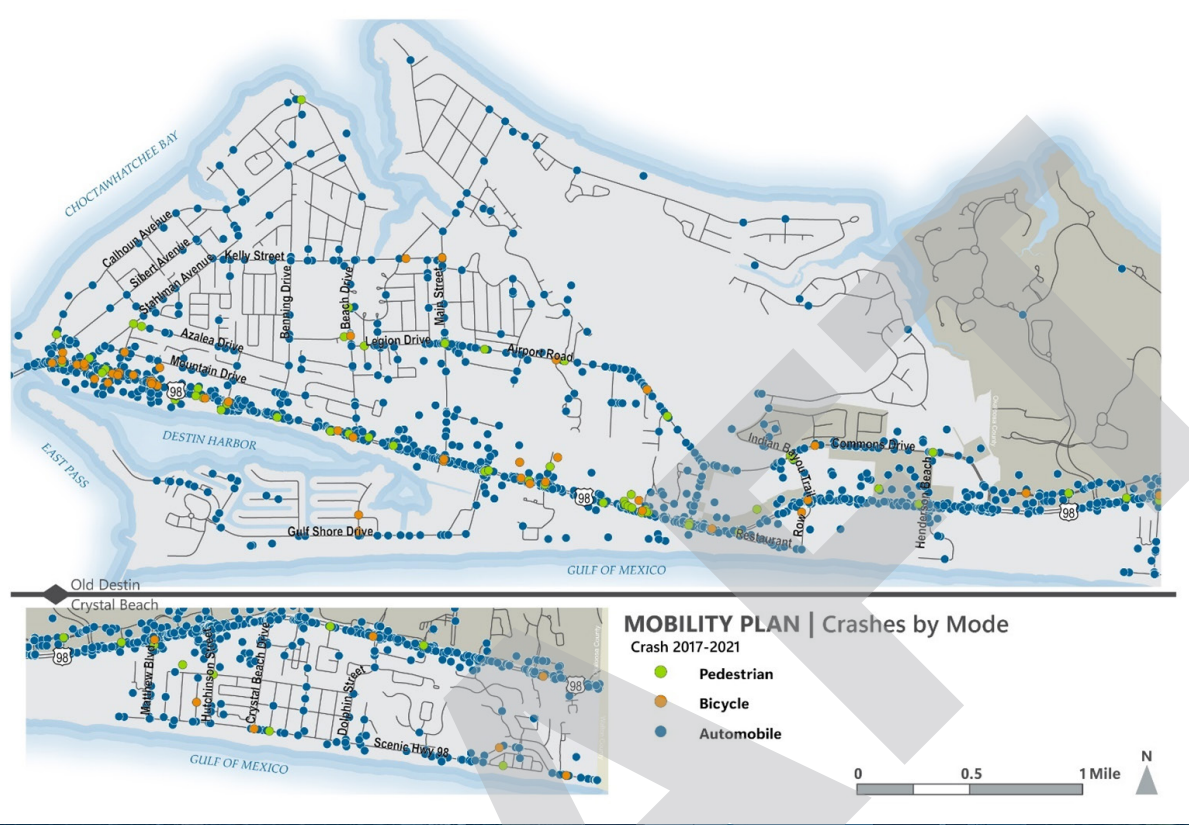
The COVID pandemic brought a brief reduction in crashes in Destin and statewide related to the drop in vehicle miles traveled during the pandemic. Crashes increased in 2021 and continue to be a significant issue in the region. Serious crashes in Destin involving a fatality or serious injury are heavily concentrated on the U.S. 98 corridor. The roughly one mile stretch from the bridge to Beach Drive especially stands out. U.S. 98 also has many of the City’s crashes involving pedestrian and bicyclists. Creating safer crossings of this major arterial for residents and tourists that want to access the destinations south of U.S. 98 is an important priority. The streets that will comprise the crosstown connector also have significant clusters of serious crashes, which should be considered as the connector is designed and improved. While the location of crashes is known and mapped on the following pages, more data is needed to identify and prioritize interventions. Safety is increasingly a top concern and priority of the U.S. DOT, creating an opportunity for the City to plan and set itself up for federal funds to address safety issues.

Findings and Implications at a Glance

- This section presents safety and crash data that point to several key issues that will inform the recommendations of the mobility plan:
- U.S. 98 has several areas with crash clusters that are related to conflicts among the various users of the roadway; roadway design can help improve this situation.
 - Collector roadways serving neighborhoods also have concentrations of crashes related to speed and design.
 - Data driven assessment is needed to identify and prioritize interventions for safety.
 - It is important that the assessment result in attainable goals that can be tracked and actively implemented.
 - New federal planning and implementation programs provide funds directly to local governments to address roadway safety issues; this is something for Destin to consider as a way of identifying and implementing safety projects.

Crashes

The maps below show the locations for crashes between 2017 and 2021. U.S. 98 and some of the facilities that comprise the Crosstown Connector - specifically Legion Drive and Airport Road – have high numbers of crashes. Fatalities were especially concentrated on the western and eastern ends of U.S. 98. The speed and amount of travel likely contributed to these areas having concentrations of crashes resulting in a serious injury or fatality.



Crash Trends

State and County Trends

The COVID pandemic briefly reduced crashes as many people stayed home for significant portions of 2020. However, recent data show that crashes have picked back up since 2021. The national trend in crashes is upward, with fatalities reaching new highs in recent years. The data below show the trends in Florida, which mirror national trends. Especially disconcerting has been the significant increase in pedestrian and bicyclist fatalities.

- Total crashes decreased from 2019 to 2020 as did Vehicle Miles Traveled (VMT) within the County.
- Total crashes decreased 15% statewide and 14% within the county, while countywide VMT decreased 7.3% from 2019 to 2020.
- Total crashes increased 4.3% statewide and 1.9% countywide in 2021 as of 11/30/2021.



Crashes in Florida

Year	Total Crashes	Total Fatalities	Motorcycle Fatalities	Pedestrian Fatalities	Bicyclists Fatalities	Impaired Driving Fatalities
2016	395,785	3,176	515	653	140	901
2017	402,385	3,116	515	654	128	834
2018	403,626	3,135	531	720	160	1,020
2019	401,867	3,185	550	734	156	1,101
2020	341,399	3,332	552	715	169	1,096
2021	401,496	3,731	620	831	195	1,179

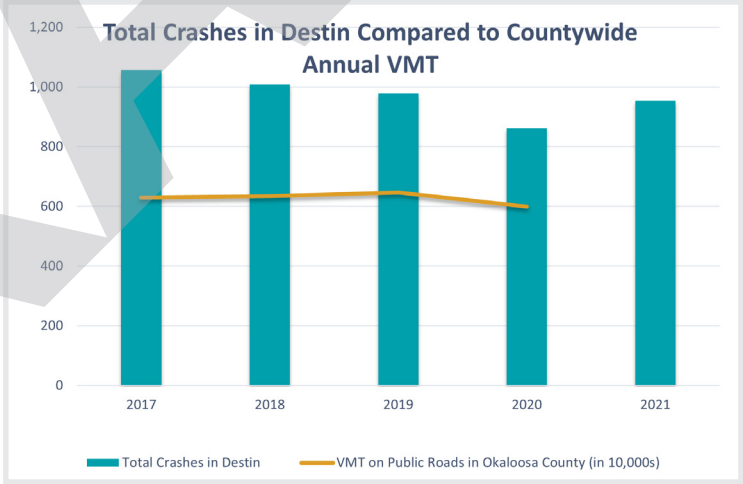
Crashes in Okaloosa County

Year	Total Crashes	Total Fatalities	Motorcycle Fatalities	Pedestrian Fatalities	Bicyclists Fatalities	Impaired Driving Fatalities
2016	3,214	21	1	8	-	4
2017	3,527	32	6	7	2	6
2018	3,532	27	4	6	1	11
2019	3,576	39	9	3	2	8
2020	3,075	45	6	13	2	5
2021	3,716	42	13	9	2	5

Destin Trends

The trendline for Destin has bucked the state and national trends, with crashes declining heading into the 2020 pandemic. The 2020 and 2021 data must be taken with a grain of salt, as VMT and travel behavior changed substantially during the pandemic and coming out of it in 2021. It will be important to carefully study 2022 data as it becomes available to decipher whether the 2017-2019 trendline has continued its downward trajectory or increased similar to other parts of the state and country.

- Destin crashes had been declining but increased in 2021 (compared to 2020).
- Total 2021 crashes (954) was a reduction from (pre-pandemic) 2019 crashes (978).

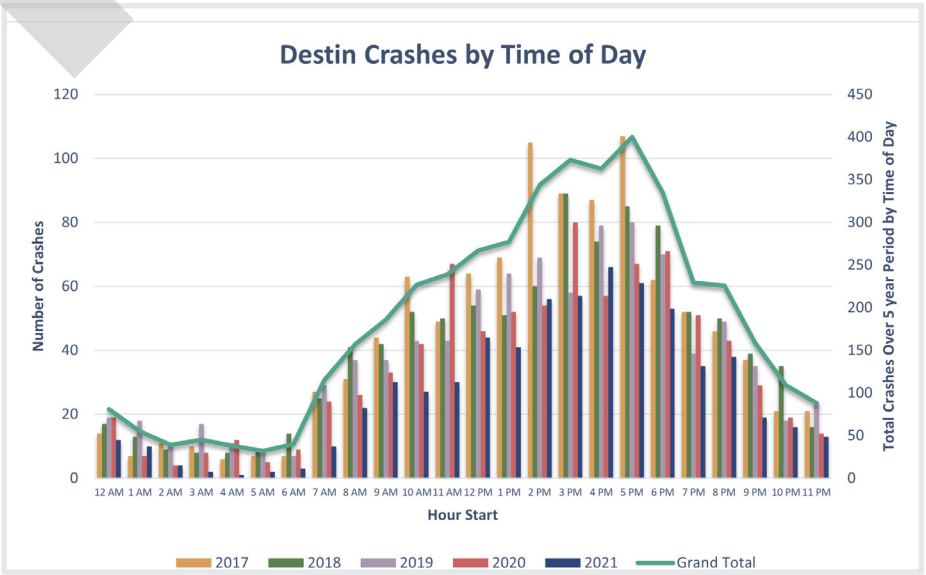


Crashes in Okaloosa County

Year	Annual VMT in County	% VMT Change	Total Crashes in Destin	% Crash Change
2016	6,104,353			
2017	6,294,202	3.1%	1,057	
2018	6,344,696	0.8%	1,009	-4.5%
2019	6,464,132	1.9%	978	-3.1%
2020	5,990,682	-7.3%	862	-11.9%
2021			954	10.7%

Prior to 2020, the number of crashes was decreasing while VMT was increasing. This is a counterintuitive trend that has several potential explanations. First, the project to widen U.S. 98 east of Airport Road had the effect of calming traffic temporarily and may have contributed to a reduction in crashes. Congestion in general can have the effect of slowing traffic and reducing the severity of crashes. Vehicle technology may also be a contributing factor. Newer vehicles typically come with technologies aimed at improving safety such as automatic emergency braking, blind spot detection, and driver monitoring systems. Whatever the causes for this trend, it is not safe to assume travel and crashes will diverge. Roadways across the country still have an unacceptable level of severe and fatal crashes. Technology can help improve the situation, but so can community and roadway design. As the projects recommended in this plan are implemented it is important to view each as an opportunity to enhance safety and continue to trend of fewer crashes.

Destin’s daily crash pattern remained fairly steady between 2017 and 2021. Crashes most frequently occur during the afternoon and early evening before dropping after 7:00 PM.



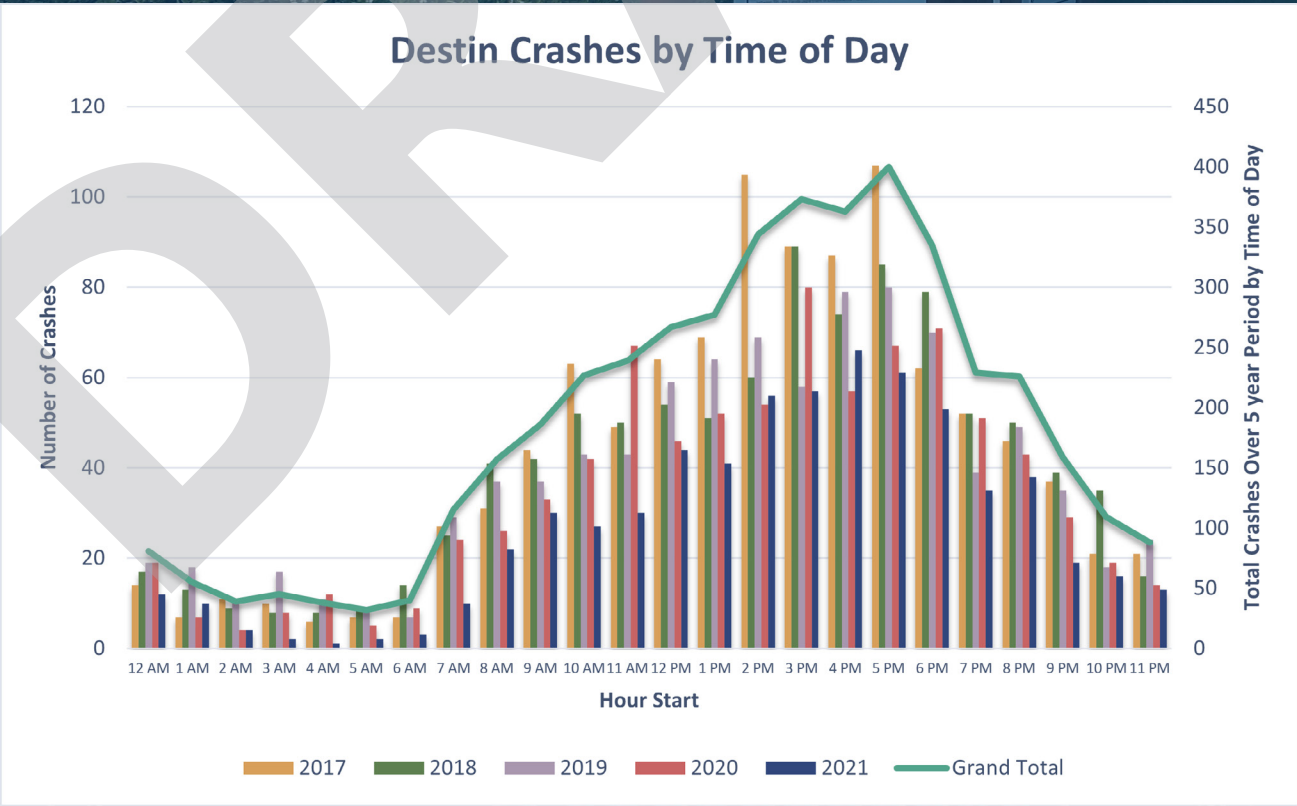
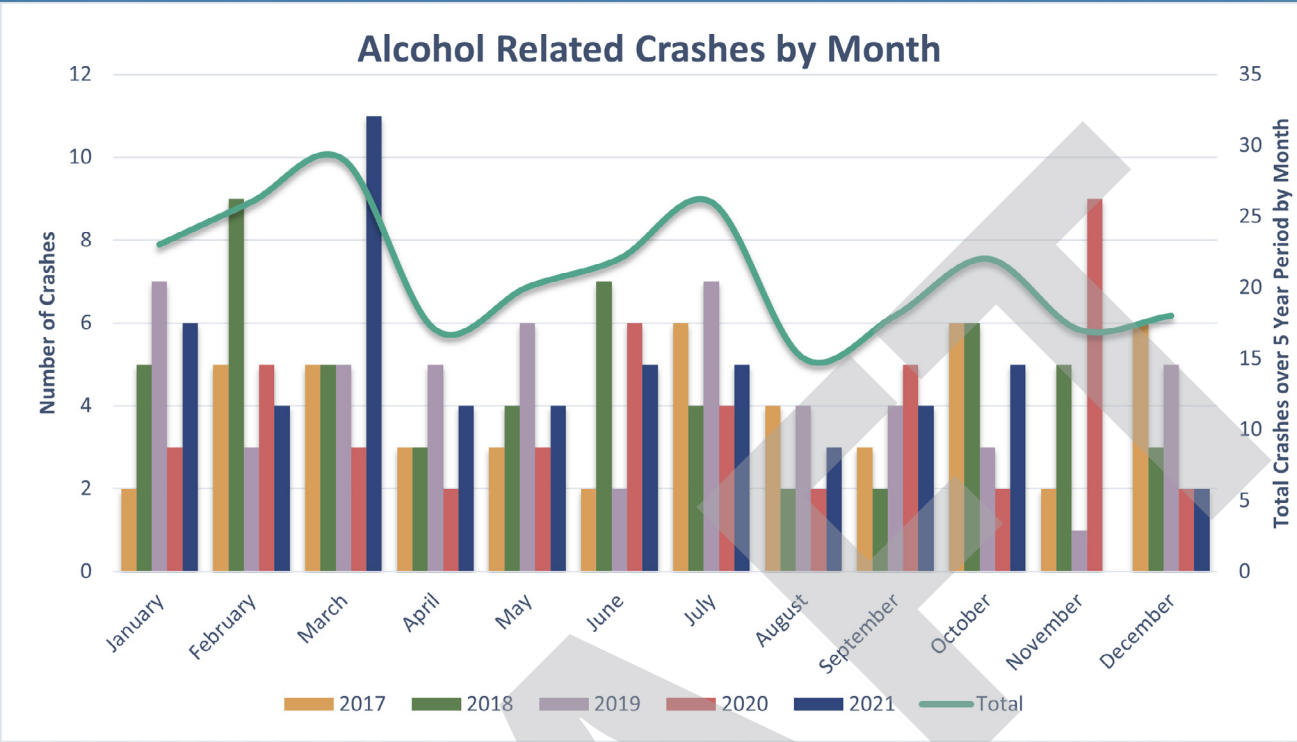
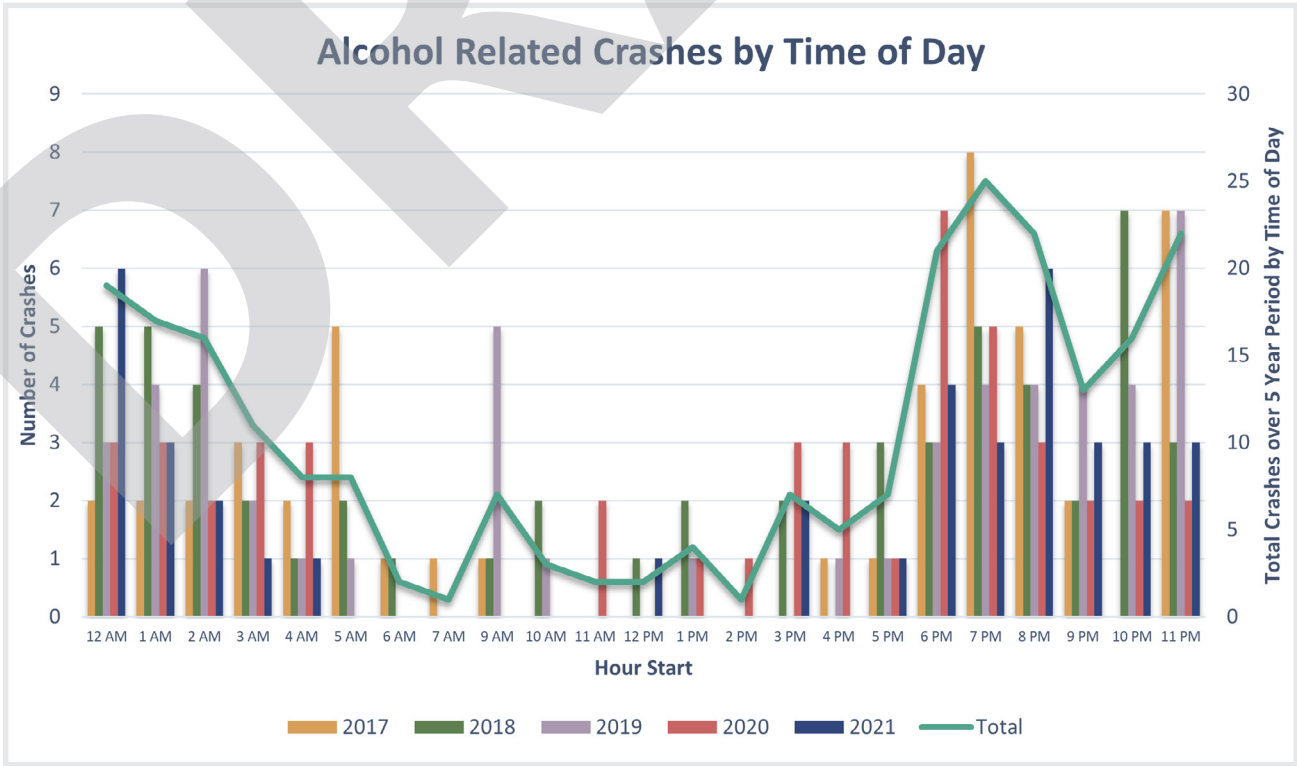


Alcohol-Related and Distracted Driver Crashes

Alcohol is a significant factor in many crashes and especially serious crashes resulting in a fatality or serious injury. These crashes peak between between 6 and 8 PM and in the overnight hours (11 PM to 1 AM). Very few alcohol-related crashes occur between 6 AM and 4 PM. Destin also shows a seasonality to these types of crashes; they have typically peaked in March, July, and October over the past 5 years.

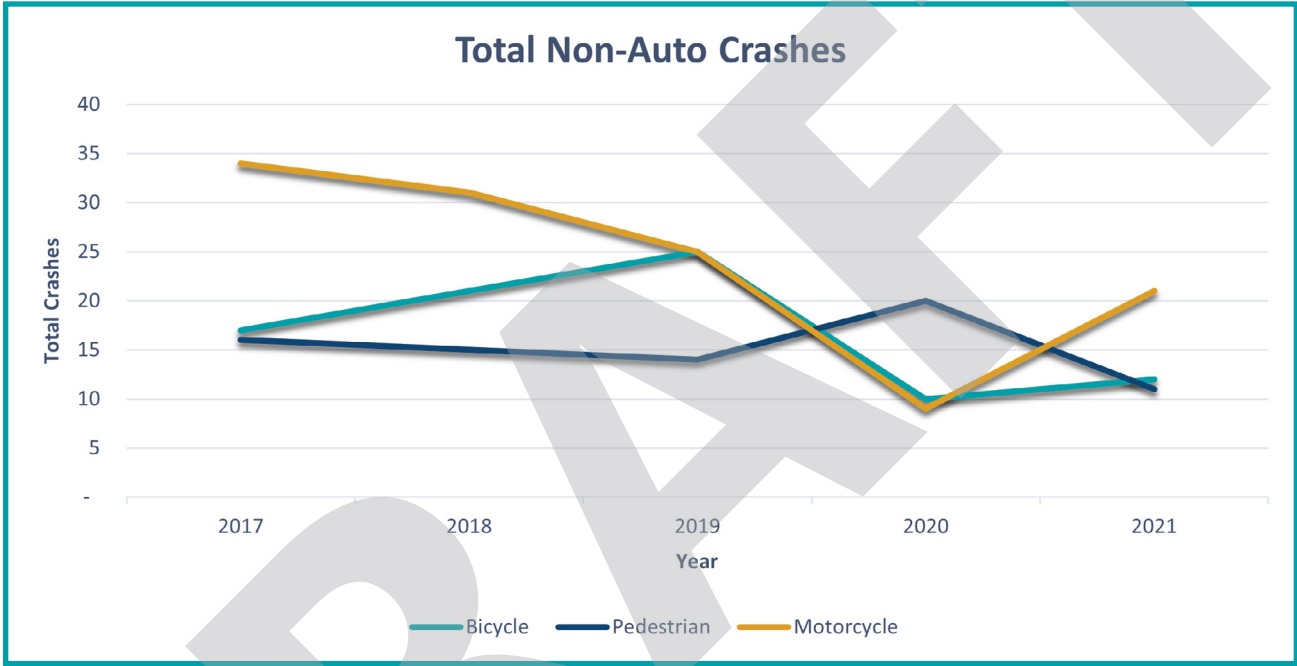
Distracted driving has become an urgent concern in recent years. These crashes occur with the greatest frequency in the early afternoon to evening hours (2 to 6 PM) with fewer occurring overnight or in the morning.

Data for Okaloosa County show an increase in alcohol-related crashes between 2019 and 2021. Countywide there were 55 alcohol-related crashes in 2019, 77 in 2020, and 83 in 2021. Serious injuries resulting from alcohol-related crashes doubled between 2019 and 2021.

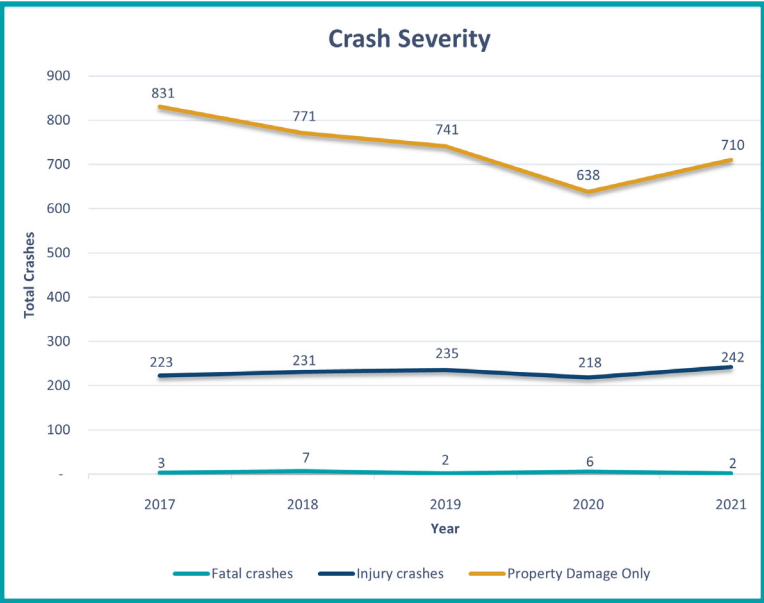


Crash Type and Crash Severity

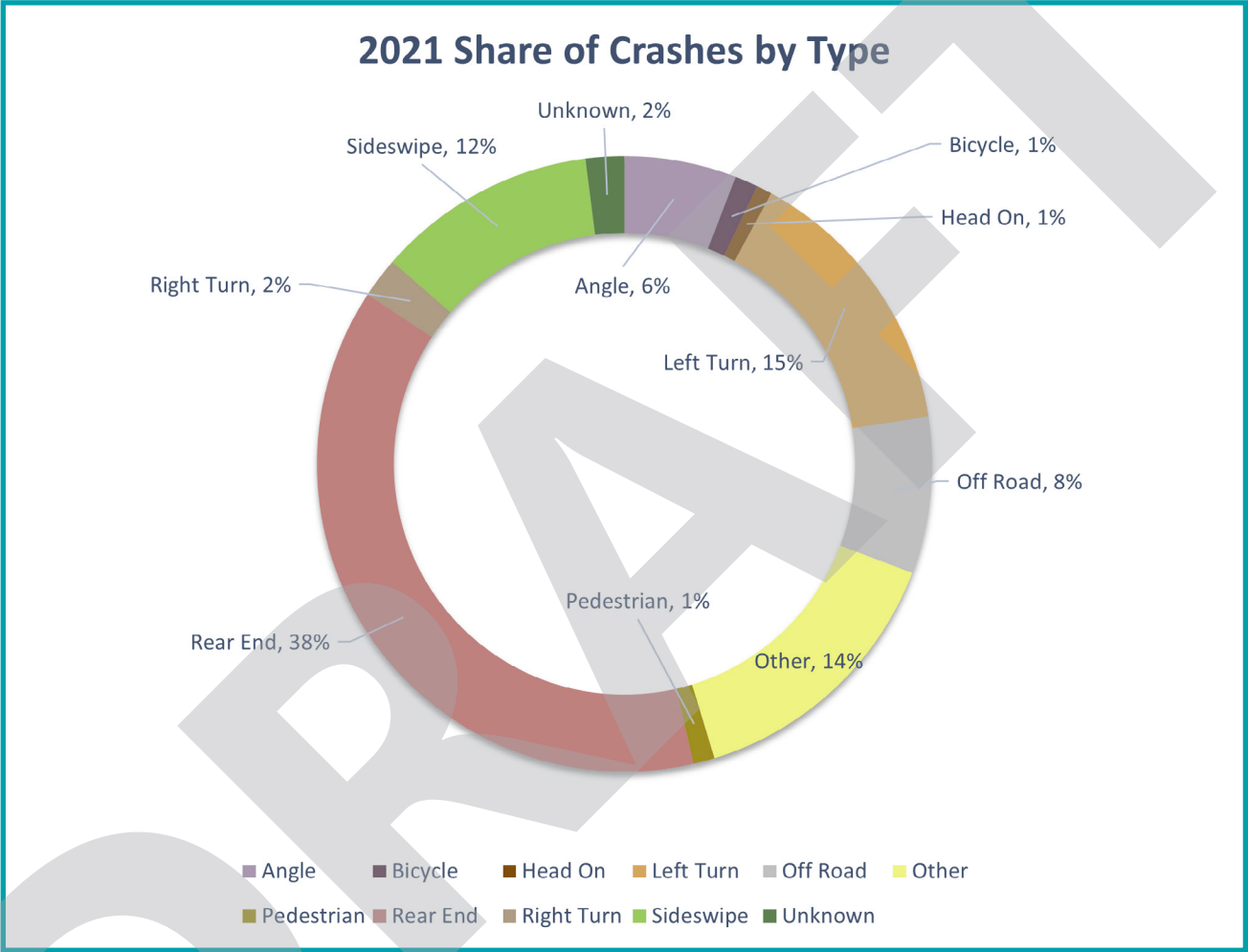
Non-auto crashes happen with greater frequency in Florida than much of the nation. This may be due in part to the climate, tourism, relatively flat terrain, and high concentration of older retirees in the state. Roadway design is also an important factor. Destin, like most Florida cities, has experienced many crashes involving pedestrians, bicyclists, and motorcycles. While these crashes have declined in absolute numbers since 2017, the pandemic is a confounding event that makes it difficult to know the true trend. As with auto crashes, it will be important to closely study the 2022 data to see if these crash types are truly declining.



The chart below shows the total number of crashes in Destin and if they involved fatalities, injuries, or property damage only. In some instances, a crash may have more than one fatality or injury. The overall trend line has been downward to crashes. However both injury crashes and property damage only crashes have increased since their 2020 pandemic-induced lull. Fatal crashes are too infrequent to draw any significant conclusions; they have been fairly flat since 2017 with upticks in 2018 and 2020. Overall bicycle and pedestrian crashes each comprise only about 1% of total crashes.



The most common type of crash is Destin is a rear end crash. These made up about 38% of crashes in 2021. Left turns and sideswipes were the other two largest crash types at 15% and 12% respectively.



In conclusion, crashes are a significant issue in Destin. Not only do residents need to reach their destinations in a reasonable amount of time and by the mode of their choosing, they must also feel safe and comfortable in doing so. The emphasis in pedestrian and bicycle planning in recent years has been on creating streets that are safe and comfortable for people of all ages and abilities. Given the City's strong tourism industry and range of people from kids to retirees that visit or live here, designing future facilities for people of all ages and abilities is a suitable goal for Destin. This goal will help to make the transportation network better for all users.

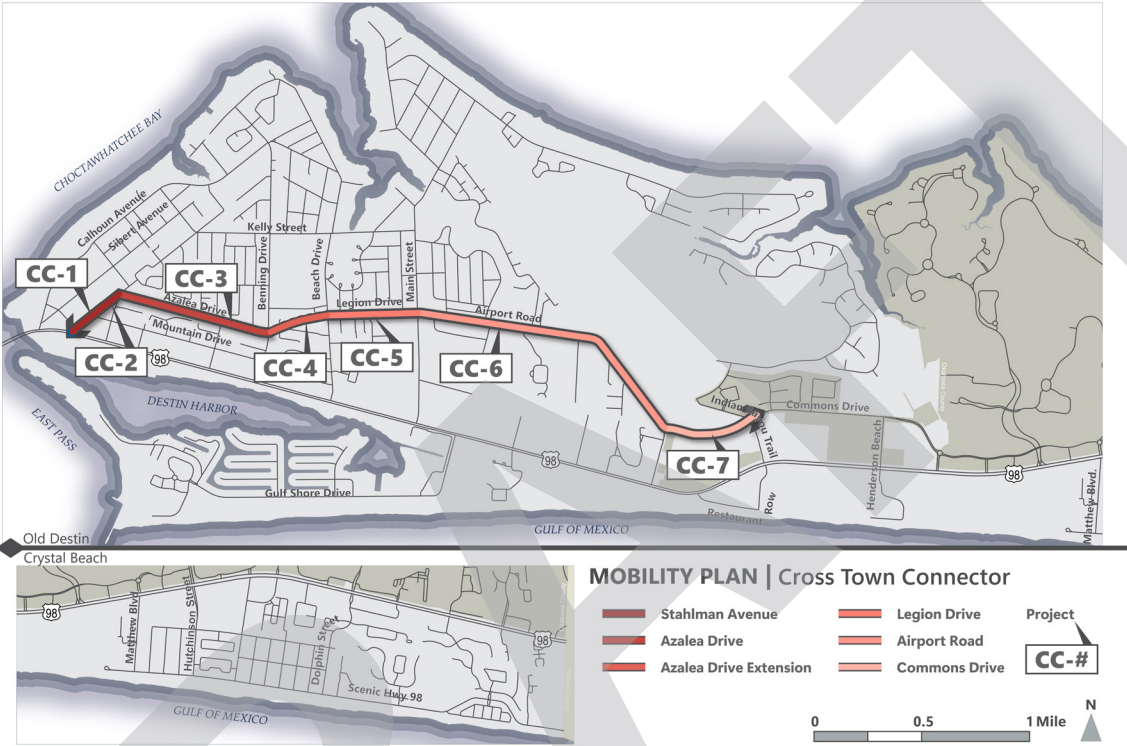


DESTIN MOBILITY PLAN OPEN HOUSE SUMMARY



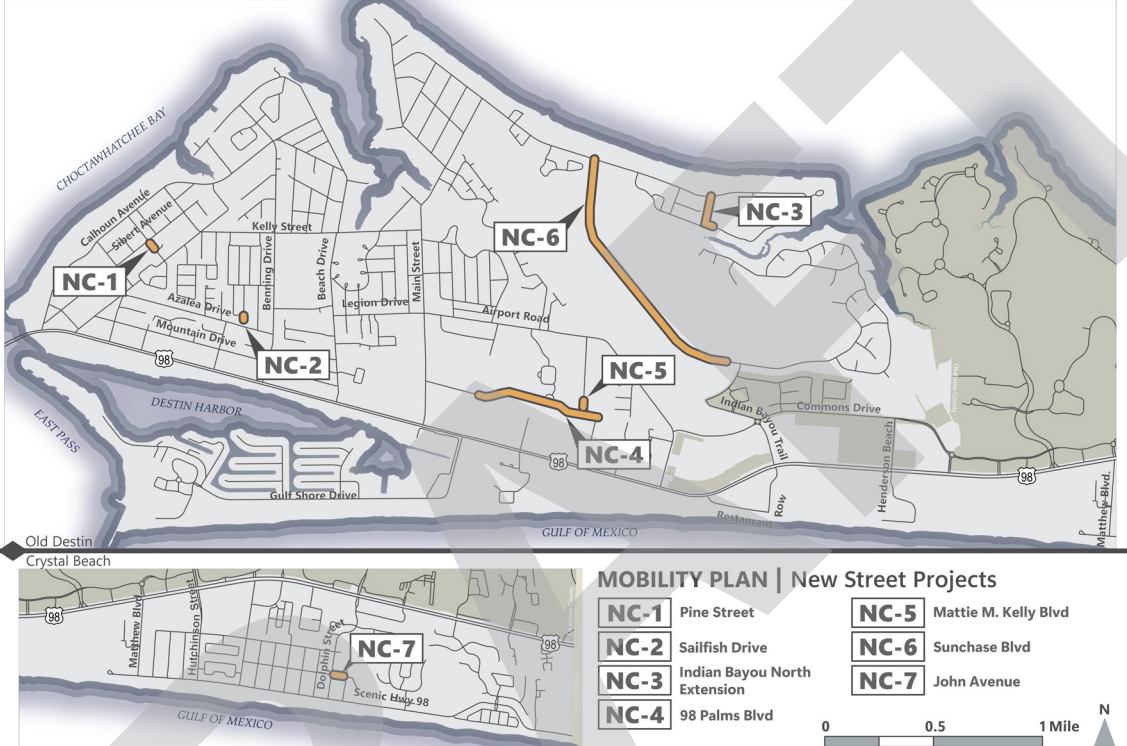
DESTIN MOBILITY PLAN OPEN HOUSE SUMMARY

Cross Town Connector



Projects ranked in order of priority	Name	ID	Cost Estimate	Location	Improvement	# of Votes
1	Azalea Drive Extension	CC-4	\$9,632,529	Azalea Drive to Legion Drive	New street connection to close gap in Cross Town Connector	●●●●●●●● (8)
2	Commons Drive	CC-7	\$1,130,271	Airport Road to Indian Bayou Trail	Add trees and pedestrian amenities	●●●●● (5)
3	Stahlman Avenue	CC-2	\$2,327,859	Mountain Drive to Azalea Drive	Reconstruct with parking (west side), buffer and trees (east side), lighting, pedestrian amenities, and multi-use pathways	●●●●● (4)
4	Stahlman Avenue	CC-1	\$276,915	Harbor Boulevard to Mountain Drive	Add lighting; reconstruct east side with buffer, trees, wider sidewalk, and pedestrian amenities	●●●● (3)
4	Legion Drive	CC-5	\$1,116,415	Beach Drive to Main Street	Add trees, lighting, and pedestrian amenities	●●●● (3)
4	Airport Road	CC-6	\$4,143,607	Main Street to Commons Drive	Add trees, lighting, and pedestrian amenities	●●●● (3)
5	Azalea Drive	CC-3	\$8,725,686	Stahlman Avenue to Benning Drive	Add trees, lighting, pedestrian amenities, and multi-use pathways to fill gaps; Add planted median where feasible	●●●● (2)

New Streets

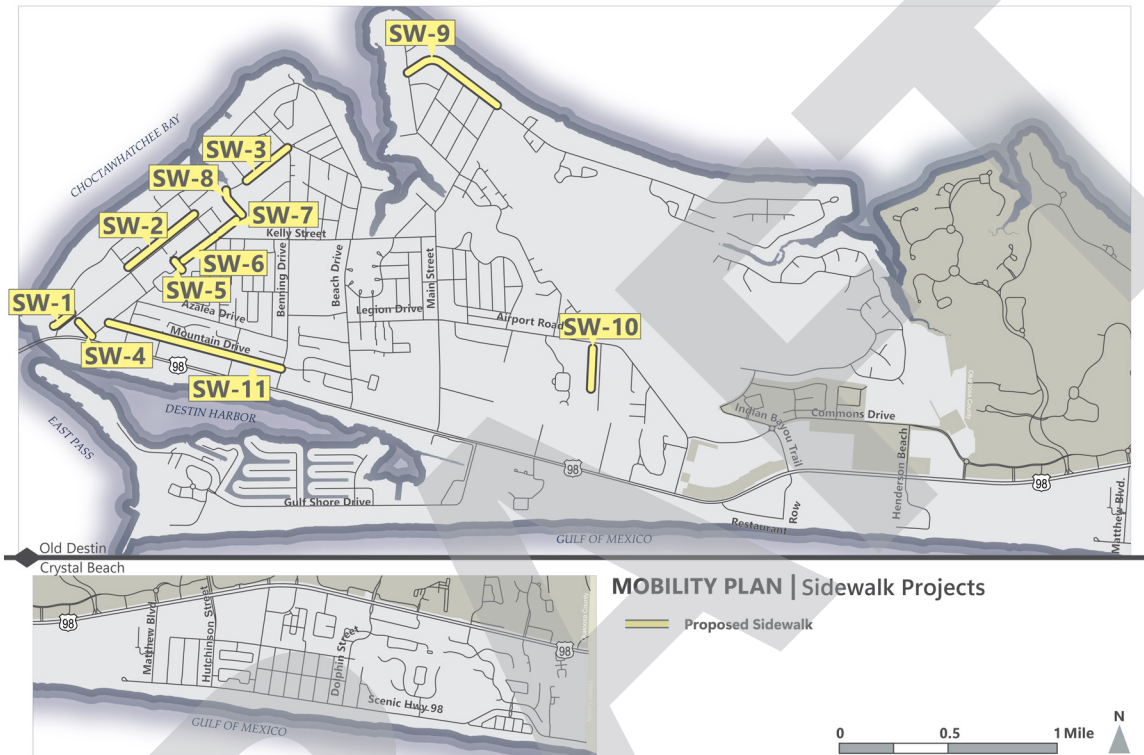


Projects ranked in order of priority	Name	ID	Cost Estimate	Location	Improvement	# of Votes
1	98 Palms Boulevard	NC-4	\$9,149,623	From existing end of 98 Palms Boulevard to Mattie M. Kelly Boulevard	New minor collector	●●●●●●●●●● (16)
2	Mattie M. Kelly Boulevard	NC-5	\$844,581	From existing ends of northern and southern roadways	New minor collector	●●●●●●●●●● (12)
3	Sunchase Boulevard	NC-6	\$17,313,901	Indian Bayou Trail to Indian Trail	New minor collector	●●●●●● (5)
4	Indian Bayou North Extension	NC-3	\$1,857,605	Current end of Indian Bayou North to Indian Trail	New local street (residential)	●●●● (3)
4	John Avenue	NC-7	\$866,882	Dolphin Street to Sunfish Street	New local street (residential)	●●●● (3)
5	Pine Street	NC-1	\$743,042	Sibert Avenue to Blue Marlin Court	New local street (residential)	(0)
5	Sailfish Drive	NC-2	\$619,202	Azalea Drive to Sailfish Circle	New local street (residential)	(0)



DESTIN MOBILITY PLAN OPEN HOUSE SUMMARY

Sidewalks

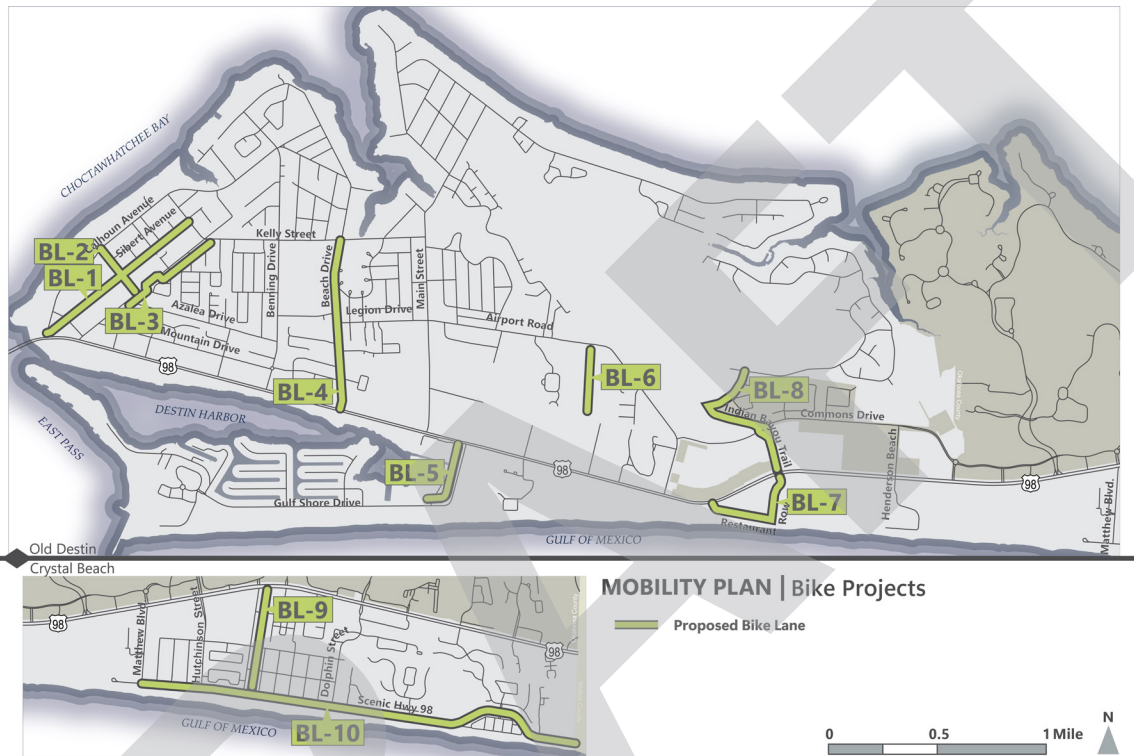


Projects ranked in order of priority						
	Name	ID	Cost Estimate	Location	Improvement	# of Votes
1	Indian Trail Sidewalk	SW-9	\$278,099	Bayou Drive to Main Street	South side sidewalk	●●●●●●●● (9)
2	Mattie M. Kelly Boulevard (northern) Sidewalk	SW-10	\$222,801	Existing sidewalk to Airport Road	West side sidewalk	●●●●●● (6)
2	Mountain Drive Sidewalk	SW-11	\$674,700	Stahlman Avenue to roundabout	North side sidewalk	●●●●●● (6)
3	Sibert Avenue Sidewalk	SW-2	\$419,030	Forest Street to Kelly Street	East side sidewalk	●●●● (4)
3	Zerbe Street Sidewalk	SW-4	\$103,606	Sibert Avenue to Stahlman Avenue	South side sidewalks	●●●● (4)
4	Sibert Avenue Sidewalk	SW-1	\$105,269	Calhoun Avenue to Zerbe Street	East side sidewalk	●●● (3)
5	Hickory Street Sidewalk	SW-8	\$79,613	Stahlman Avenue to Sibert Avenue	South side sidewalk	●● (2)
6	Stahlman Avenue Sidewalk	SW-6	\$123,461	Pine Street to Primrose Lane	Sidewalk	● (1)
7	Sibert Avenue Sidewalk	SW-3	\$255,506	Cross Street to Benning Avenue	East side sidewalk	(0)
7	Pine Street Sidewalk	SW-5	\$31,082	Blue Marlin Court to Stahlman Avenue	North side sidewalk	(0)
7	Stahlman Avenue Sidewalk	SW-7	\$169,656	Kelly Street to Hickory Street	West side sidewalk	(0)



DESTIN MOBILITY PLAN OPEN HOUSE SUMMARY

Bike Lanes

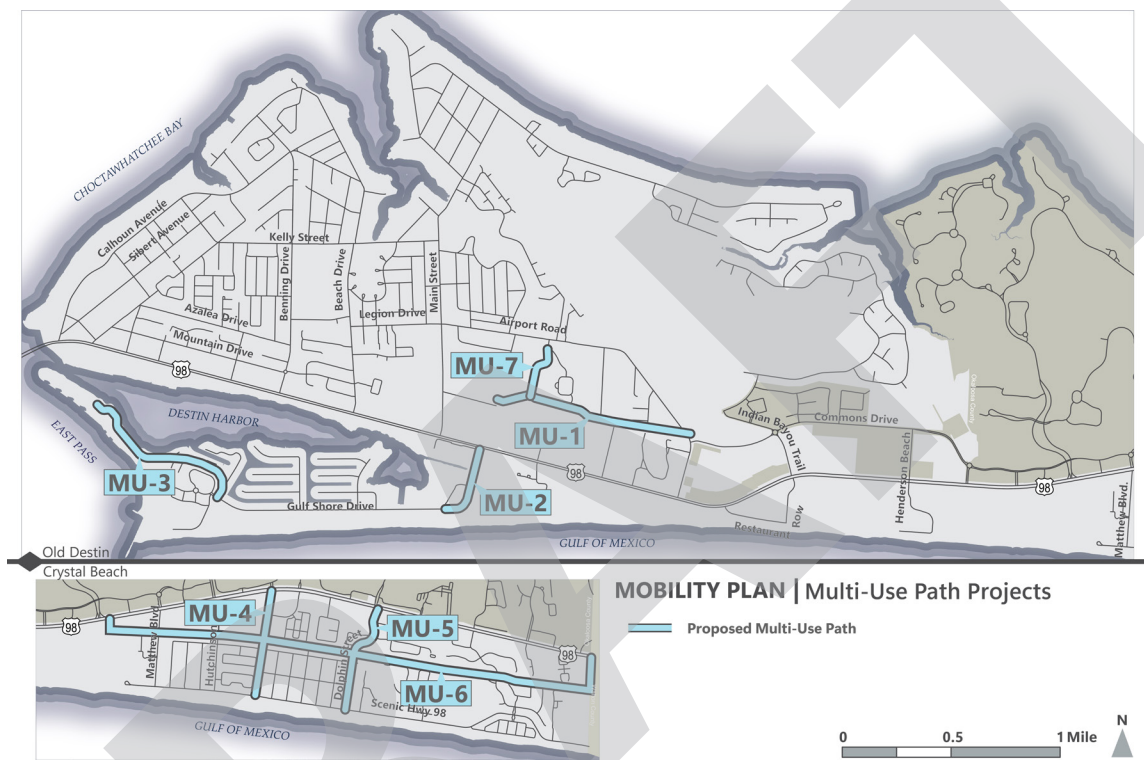


Projects ranked in order of priority						
	Name	ID	Cost Estimate	Location	Improvement	# of Votes
1	Indian Bayou Trail Bicycle Lanes	BL-8	\$541,324	Emerald Coast Parkway to Country Club Drive	Bicycle Lanes	●●●●●●● (7)
2	Beach Drive Bicycle Lanes	BL-4	\$573,455	Harbor Boulevard to Kelly Street	Bicycle lanes	●●●●●● (6)
2	Scenic 98 (west)/ Restaurant Row Bicycle Lanes	BL-7	\$2,286,414	Emerald Coast Parkway to Emerald Coast Parkway	Bicycle lanes	●●●●●● (6)
3	Sibert Avenue Bicycle Lanes	BL-1	\$600,696	Calhoun Avenue to Kelly Street	Bicycle Lanes	●●●●● (5)
4	Gulf Shore Drive Bicycle Lanes	BL-5	\$257,042	Sandpiper Cove to Harbor Boulevard	Bicycle lanes	●●●● (4)
4	Crystal Beach Drive Bicycle Lanes	BL-9	\$352,036	Scenic 98 to Emerald Coast Parkway	Bicycle Lanes	●●●● (4)
4	Scenic 98 (east) Bicycle Lanes	BL-10	\$9,673,289	Matthew Boulevard to Walton County Line	Bicycle Lanes	●●●● (4)
5	Stahlman Avenue Bicycle Lanes	BL-3	\$360,417	Azalea Drive to Kelly Street	Bicycle lanes	●●● (3)
5	Mattie M. Kelly Boulevard (northern) Bicycle Lanes	BL-6	\$185,377	Existing end roadway to Airport Road	Bicycle lanes	●●● (3)
6	Forest Street Bicycle Lanes	BL-2	\$85,215	Calhoun Avenue to Stahlman Avenue	Bicycle lanes	●● (2)



DESTIN MOBILITY PLAN OPEN HOUSE SUMMARY

Multi-Use Paths

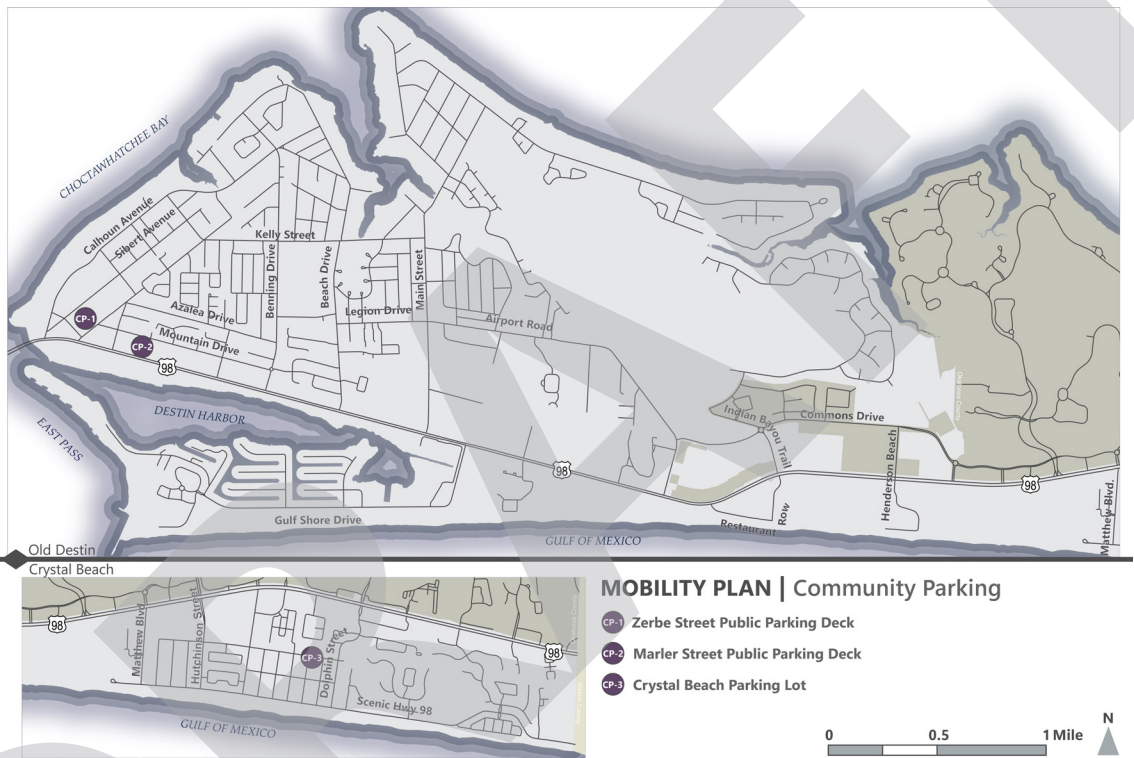


Projects ranked in order of priority	Name	ID	Cost Estimate	Location	Improvement	# of Votes
1	Powerline easement (west) Multi-use Path	MU-1	\$10,000,000	Main Street to Airport Road	Multi-use path	



DESTIN MOBILITY PLAN OPEN HOUSE SUMMARY

Community Parking

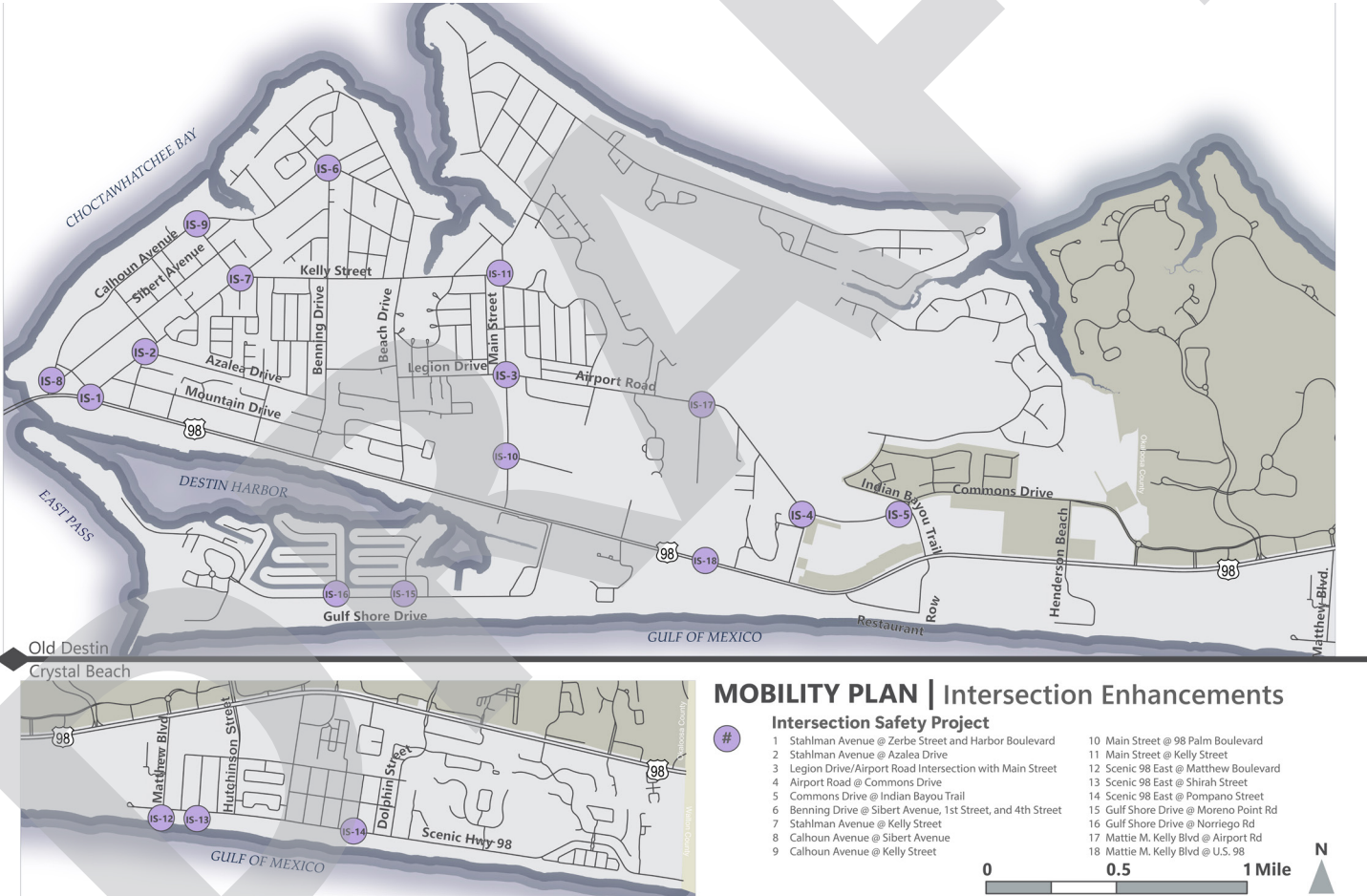


Projects ranked in order of priority						
	Name	ID	Cost Estimate	Location	Improvement	# of Votes
1	Zerbe Street Public Parking Lot	CP-1	\$31,772,869	Marler Street at Mountain Drive and Harbor Boulevard	Parking Deck	</



DESTIN MOBILITY PLAN OPEN HOUSE SUMMARY

Intersection Enhancements



Projects ranked
in order of
priority

	Name	ID	Cost Estimate	Location	Improvement	# of Votes
1	Stahlman Avenue at Zerbe St & Harbor Blvd	IS-1	\$135,828	Intersection with Zerbe Street and Harbor Blvd	More visible crosswalks, reduce curb cuts, pedestrian refuge, extend central medians	(10)
2	Calhoun Avenue at Sibert Ave	IS-8	\$19,399	Intersection with Sibert Avenue	Enhance multimodal access between public parking and planned boardwalk under the bridge	(8)
3	Main Street at Kelly Street	IS-11	\$240,253	Intersection with Kelly Street	Enhance multimodal access, reduce turn lanes, reduce curb cuts, extend bike lane	(7)
4	Legion Drive/ Airport Road at Main Street	IS-3	\$631,990	Intersection with Main Street	Extend curb/sidewalk, remove double left turn, shift lanes, rehab crosswalk, reduce turning radius, streetscaping	(6)
5	Airport Road at Commons Drive	IS-4	\$66,983	Intersection with Commons Drive	Improve crosswalks, add crosswalk across south leg, add pedestrian refuge, add bike lane/path, reduce turning radii, add N/S pedestrian signal head	(5)
6	Benning Drive at Sibert Ave, 1st St, and 4th St	IS-6	\$1,201,471	Intersection with Sibert Avenue, 1st St, and 4th St	Add roundabout with bicycle and pedestrian accommodations or alternative intersection improvements	(4)
7	Stahlman Avenue at Azalea Drive	IS-2	\$123,159	Intersection with Azalea Drive	Crosswalks, continuous sidewalk, close Palmetto at intersection, move Azalea stop	(3)
7	Commons Drive at Indian Bayou Trail	IS-5	\$38,798	Intersection with Indian Bayou Trail	Extend bike lanes, rehab crosswalks	(3)
8	Stahlman Avenue at Kelly Street	IS-7	\$1,062,945	Intersection with Kelly Street	Enhance pedestrian island, explore roundabout option	(2)
9	Calhoun Avenue at Kelly St	IS-9	\$20,668	Intersection with Kelly Street	Add crosswalk, repaint bike lanes, three-way stop at intersection	(1)
9	Main Street at 98 Palms Blvd	IS-10	\$566,135	Intersection with 98 Palms Boulevard	Improve crosswalks and build a median on 98 Palms	(1)
9	Scenic 98 East at Matthew Blvd	IS-12	\$791,371	Intersection with Matthew Boulevard	Repaint and add crosswalks, add signage, and streetscaping	(1)
9	Gulf Shore Drive at Moreno Point Rd	IS-15	\$9,217	Intersection with Moreno Point Rd	Straighten crosswalk, remove unnecessary sidewalk, ADA compliance	(1)
9	Gulf Shore Drive at Norriego Rd	IS-16	\$9,217	Intersection with Norriego Rd	Remove both crosswalks to create ADA compliant crosswalk from Norriego Rd to Gulf Shore Dr	(1)
10	Scenic 98 East at Shirah St	IS-13	\$791,371	Intersection with Shirah Street	Repaint and add crosswalks, add signage, and streetscaping	(0)
10	Scenic 98 East at Pompano St	IS-14	\$791,371	Intersection with Pompano Street	Mid-block crossing links to beach access	(0)



DESTIN MOBILITY PLAN OPEN HOUSE SUMMARY

Questions/Comments

Cross Town Connector

No comments

New Streets

Concerns regarding the impact of Sunchase Boulevard and Indian Bayou subdivision

Preference for sidewalks on Indian Bayou North before NC-3

Concerns about traffic noise, light pollution, installation of speed tables, and homeowner landscaping if NC-3 moves forward

Sidewalks

Suggestion for a sidewalk from Bayou Dr/Indian Trail to turn north at North Indian Trail (along SW-9)

Bike Lanes

Concerns regarding safety of BL-7 and BL-8 left turns at US Highway 98

Multi-Use Paths

Suggestion for a multi-use path getting kids from Indian Trail to Destin High School

Suggestion for a multi-use path from Indian Trail to Harbor

Community Parking

Concerns about pedestrian access and overall accessibility regarding parking projects

Intersection Enhancements

No comments

New Mobility Project Suggestions

Name	Location	Improvement
Indian Trail	Bayou Drive to North Indian Trail	New north side sidewalk
Main Street	Legion Drive to Kell Aire Dr	New east side sidewalk
Restaurant Row	From public parking lot to US Hwy 98	New east side sidewalk
Indian Trail	Starts alongside NC-3 and ends at Destin High School	New multi-use path
Indian Trail	Indian Trail to Destin Harbor	New multi-use path



Destin Draft Mobility Plan and Next Steps

December 5, 2023

Overview

The draft Destin Mobility Plan includes more than 60 distinct transportation improvements that are estimated to cost approximately \$150 million (in present 2023 dollars). Each project would bring benefits to people that use the transportation system. However, the number and cost of the projects exceeds the City's capacity to implement them in the near term, making prioritization important.

Prioritization benefits the City in several ways:

- Prioritization helps make it clear to City officials and staff where to focus limited resources.
- Prioritization helps the City calculate a reasonable mobility fee.
- Prioritization helps the City make its case for funding from regional, state, and federal sources.
- Prioritization sets expectations with the public and decision-makers for what transportation improvements are likely to happen in the near, medium, and long terms.

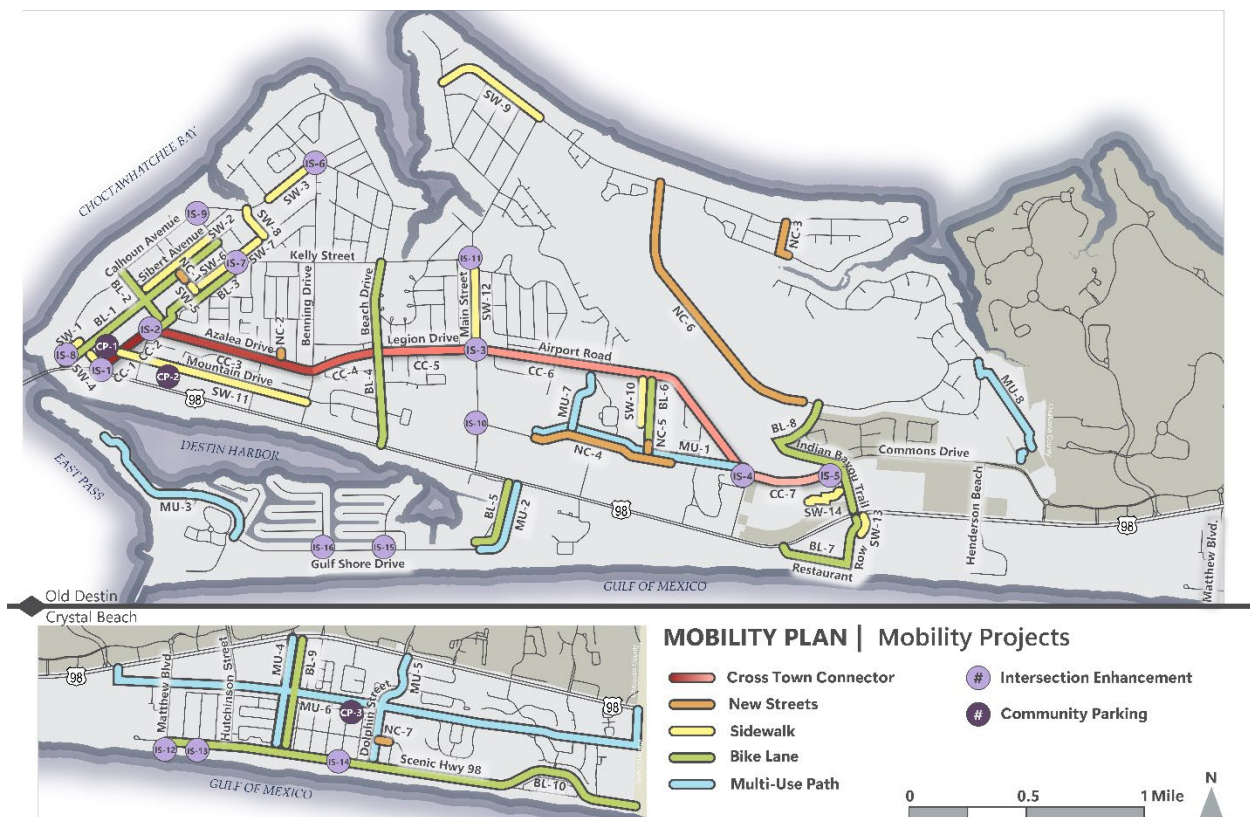


Figure 1 - Projects Included in the Draft Mobility Plan

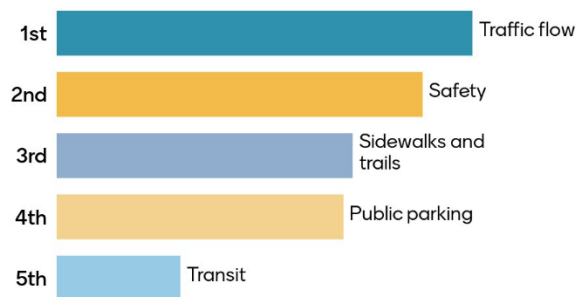
Engagement Summary

Public and stakeholder input played an important role in shaping the prioritization process and recommendation described in this memorandum. In February 2022 the City held a public meeting to obtain early input for the Mobility Plan. Attendees participated in a series of real-time polling questions. People were also asked how they would allocate \$100 towards the City's infrastructure. Parks and recreation and the transportation network tied as the clear leaders using a service called Mentimeter. Residents were asked to rank "transportation emphasis areas" in order of importance. More than 180 people provided input and traffic flow was the clear leader.

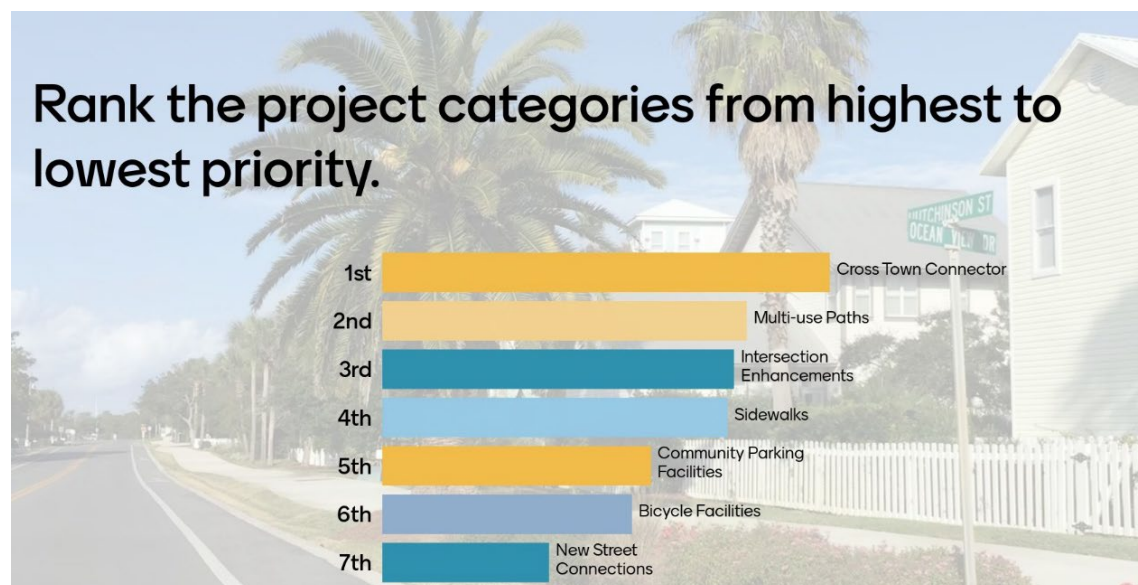


FACILITIES, SERVICES, AND INFRASTRUCTURE

Rank the following transportation emphasis areas in order of importance to you



The City held a second public meeting in August 2023 to obtain input on specific projects. Using Mentimeter again attendees ranked project types in order of priority, which yielded the following results:



The City also engaged with the Parks and Recreation Committee, Local Planning Agency, and Public Works/Public Safety Committees in October and November of 2023 to obtain input on project prioritization. The input received during these meetings is described in the following sections.

Prioritization Process

Project priorities should reflect several key inputs:

1. **Data** on how the project will benefit the City's transportation system performance.
2. **Public input** on which projects are most important to the City's future.
3. **City officials' input** on which projects are most important to the City's future.

Each of these elements is important. Performance data can be used to objectively compare projects. Public input captures the experience of the user. And City officials – elected, appointed, and staff - have insights stemming from their responsibility of balancing many competing priorities. The approach for gathering input from each perspective is described in this section.

Benefit Score

The first step towards establishing priorities was defining how benefits would be calculated for each type of project. Keeping this step both simple and meaningful is key. Overly complicated methods are confusing, which make them time intensive and costly. However, the data and method must also yield meaningful results that can help the public and decision-makers compare projects on their merits. The methods for calculating benefits for each type of project are described in the table below.

	<i>Data Inputs</i>	<i>Score Range</i>
Network Connectivity Projects	• New Streets: Distance of the gap in the network that is closed by the project • Bike/Pedestrian: Prioritization method of the Pathways Plan applied to new projects	High (5) Medium (3) Low (1)
Intersection Enhancements	<i>Crash Rate & Congestion</i> • Crash Rate: Based on FDOT open data hub for crashes between 2015 and 2023 • Congestion: Level of service as calculated for the Mobility Plan in 2022	High (5) Medium (3) Low (1)
Community Parking Projects	<i>Estimated Demand</i> • Estimated Demand: Based on proximity to jobs, households, and destinations	High (5) Medium (3) Low (1)

Public Input Score

The City of Destin held a public open house on August 29, 2023 in the City Hall Annex to obtain public input on priorities for transportation improvements. Attendees reviewed the proposed projects, suggested additional projects, and dot voted to indicate which projects should be the City's highest priorities. People gave their input on individual projects at four stations corresponding to broad project types – Connectivity, Bike/Pedestrian, Community Parking, and Intersection Enhancements. The top project priorities for each category, as indicated by the public, are listed below:

- **Cross Town Connector** – Azalea Drive Extension (Input was not requested because the Cross Town Connector is already considered to be a top priority; however, members of the public indicated the Azalea Drive Extension should be called out as a priority).
- **Multi-Use Paths** – Powerline easement path (west and east segments).
- **Intersection Enhancements** – Stahlman Avenue at Zerbe Street and Harbor Boulevard, Calhoun Avenue at Sibert Avenue, and Main Street at Kelly Street.
- **Sidewalks** – Indian Trail, Mattie M. Kelly Boulevard, and Mountain Drive sidewalks.
- **Community Parking Facilities** – Zerbe Street parking deck.
- **Bicycle Facilities** – Indian Bayou Trail, Beach Drive, and Scenic 98/Restaurant Row bicycle lanes.
- **New Streets** – 98 Palms Boulevard and Mattie M. Kelly Boulevard extensions.

City Officials' Input

City officials with the Parks & Recreation Committee, Local Planning Agency, and Public Works/Public Safety Committee provided their "top 14" priorities in November 2023. Each group indicated which of the 60 plus projects should be considered a top priority. Any project that a majority of the members of a committee indicated should be "top 14" was assigned a high priority rating for that committee. The following projects were indicated as top priorities by at least 2 of the 3 committees:

- **Cross Town Connector** – None (Already a top priority and input was not requested).
- **Multi-Use Paths** – Powerline easement path (west segment).
- **Intersection Enhancements** – None.
- **Sidewalks** – Indian Trail sidewalk.
- **Community Parking Facilities** – Marler Street public parking.
- **Bicycle Facilities** – Beach Drive bicycle lanes.
- **New Streets** – 98 Palms Boulevard, Mattie M. Kelly Boulevard extension, and Sunchase Blvd.

The final step in obtaining the input of City officials is to present the draft proposed prioritization to the City Council and make adjustments based on their feedback and direction.

Proposed Prioritization

Based on the technical analysis, public input, and committee input, staff worked with the City's consulting team to draft a proposed prioritization. The prioritization divides the projects into three phases of 8 years each. Within each phase there is at least 1 of each type of project. The projects for each phase are presented in a series of tables below. The tables include the benefit score (5 is highest),

public input score (5 is highest), and the input of the three committees that reviewed the projects. A capital and bold “Y” indicates that most people in the respective committee thought the project should be a high priority. A lowercase “y” indicates that some, but not a majority, of committee members felt the project should be a top priority. The project name, cost estimate, and proposed phase are also included in each table.

The table below shows the breakdown of project types by phase and the estimated cost of each phase.

Table 1 - Proposed Prioritization Overview

Phase	Estimated Total Cost	Project Types			
		Sidewalk/Bike/Path	New Street Connection	Community Parking	Intersection Enhancement
Phase 1 2024 – 2032	\$61.8 million	2	3	1	2
Phase 2 2033 – 2041	\$40.2 million	21	7	1	6
Phase 3 2042 – 2050	\$48.0 million	9	4	1	8
Total	\$150 million	32	14	3	16

Proposed Phase 1

Phase 1 consists of 8 projects that the public, staff, and City officials have consistently highlighted as top priorities. These projects are proposed to advance to construction by 2032. One of the difficult decisions in crafting a Phase 1 recommendation was whether to include either the proposed parking structure at Marler Street or Zerbe Street. The proposed deck at Zerbe Street was elevated as a slightly higher priority due to its proximity to the Harbor Boardwalk, parks, and the proposed City investment in extending the Harbor Boardwalk north under the Marler Bridge towards Clement Taylor Park.

 CITY OF DESTIN FLORIDA Recommended Mobility Projects by Phase								
PRIORITIZATION INPUTS					PROJECT DESCRIPTIONS		PROJECT DETAILS	
Benefit Score	Public Input Score	Committee Input - Top Projects			ID	Project	Cost Estimate	Phase
		LPA	PW/PS	Parks				
5	5	Y	Y		NC-4	98 Palms Boulevard	\$ 9,149,623	1
3	5	Y	Y		MU-1	Powerline easement (west) Multi-use Path	\$ 10,000,000	1
1	5	Y	Y		NC-5	Mattie M. Kelly Boulevard	\$ 844,581	1
5	5		Y		IS-1	Stahlman Avenue at Zerbe St & Harbor Blvd	\$ 135,828	1
N	5				CC-4	Azalea Drive Extension	\$ 9,632,529	1
1	5	y	y		IS-8	Calhoun Avenue at Sibert Ave	\$ 19,399	1
5	5	y	y		CP-1	Zerbe Street Public Parking Lot	\$ 31,772,869	1
1	5	Y	Y	Y	SW-9	Indian Trail Sidewalk	\$ 278,099	1

Proposed Phase 2

Phase 2 consists of 35 projects proposed to be under construction by 2041. This phase includes more sidewalk, bicycle lane, and multi-use path projects (21) than any other phase. It also includes three projects that were proposed during the August Open House - Town Hall Pedestrian Access (SW-14), Indian Trail to Destin High School Multi-Use Path (MU-8), and Restaurant Row Sidewalk (SW-13). Several projects in proposed Phase 2 were considered for Phase 1 based on their benefits, public input and committee input, but are in proposed Phase 2 due to the need to balance costs across the three phases.

 CITY OF DESTIN FLORIDA Recommended Mobility Projects by Phase								
PRIORITIZATION INPUTS					PROJECT DESCRIPTIONS		PROJECT DETAILS	
Benefit Score	Public Input Score	Committee Input - Top Projects			ID	Project	Cost Estimate	Phase
		LPA	PW/PS	Parks				
5	3	y	Y	Y	CP-2	Marler Street Public Parking Lot	\$ 18,442,179	2
5	5		y	Y	MU-3	Gulf Shore Drive Multi-use Path	\$ 557,162	2
1	5		y	Y	BL-8	Indian Bayou Trail Bicycle Lanes	\$ 541,324	2
3	5	Y	y		IS-11	Main Street at Kelly Street	\$ 240,253	2
1	5				SW-12	Main Street Sidewalk	\$ 269,815	2
3	5				SW-13	Restaurant Row Sidewalk	\$ 58,460	2
5	5	y	y		MU-6	Powerline easement (east) Multi-use Path	\$ 1,941,257	2
3	3		y		MU-2	Gulf Shore Drive Multi-Use Path	\$ 298,017	2
1	1		y		SW-10	Mattie M. Kelly Boulevard (northern) Sidewalk	\$ 222,801	2
3	1	y		Y	SW-11	Mountain Drive Sidewalk	\$ 674,700	2
5	1		Y	Y	BL-4	Beach Drive Bicycle Lanes	\$ 573,455	2
3	1		y	Y	BL-7	Scenic 98 (west)/Restaurant Row Bicycle Lanes	\$ 2,286,414	2
1	1	y	y		MU-7	West of Twin Lakes	\$ 286,485	2
5	1	y	Y		IS-3	Legion Drive/Airport Road at Main Street	\$ 631,990	2
N	3				CC-7	Commons Drive	\$ 1,130,271	2
5	1		y	Y	BL-1	Sibert Avenue Bicycle Lanes	\$ 600,696	2
5	1	y	y		IS-4	Airport Road at Commons Drive	\$ 66,983	2
N	3				CC-2	Stahlman Avenue	\$ 2,327,859	2
3	1			Y	SW-2	Sibert Avenue Sidewalk	\$ 419,030	2
1	1		y		SW-4	Zerbe Street Sidewalk	\$ 103,606	2
3	1			Y	BL-5	Gulf Shore Drive Bicycle Lanes	\$ 257,042	2
1	1		y		IS-6	Benning Drive at Sibert Ave, 1st St, and 4th St	\$ 1,201,471	2
N	3				CC-1	Stahlman Avenue	\$ 276,915	2
N	3				CC-5	Legion Drive	\$ 1,116,415	2
5	1	y		Y	NC-3	Indian Bayou North Extension	\$ 1,857,605	2
1	1	y	y	Y	NC-7	John Avenue	\$ 866,882	2
3	1		y		SW-1	Sibert Avenue Sidewalk	\$ 105,269	2
3	1	y	y		IS-2	Stahlman Avenue at Azalea Dr	\$ 123,159	2
3	1	y			IS-5	Commons Drive at Indian Bayou Trail	\$ 38,798	2
1	1				SW-8	Hickory Street Sidewalk	\$ 79,613	2
1	N/A				SW-14	Town Hall Pedestrian Access	\$ 100,763	2
3	N/A				MU-8	Indian Trail - Destin High School Multi-Use Path	\$ 1,312,697	2
5	1		y	Y	MU-5	Dolphin Street/Regatta Bay Boulevard Bicycle Lanes and Multi-use Path	\$ 453,504	2
3	1				NC-1	Pine Street	\$ 743,042	2
1	1				SW-5	Pine Street Sidewalk	\$ 31,082	2

Proposed Phase 3

Phase 3 consists of 22 projects proposed to be under construction by 2050. This phase includes more intersection enhancements (8) than any other phase. Each committee indicated that Sunchase Boulevard should be a top priority. However, this project remains in Phase 3 due to implementation challenges caused by environmental conditions.

 CITY OF DESTIN FLORIDA Recommended Mobility Projects by Phase								
PRIORITIZATION INPUTS					PROJECT DESCRIPTIONS		PROJECT DETAILS	
Benefit Score	Public Input Score	Committee Input - Top Projects			ID	Project	Cost Estimate	Phase
		LPA	PW/PS	Parks				
1	1	y	y		CP-3	Crystal Beach Parking Lot (FPL easement)	\$ 1,501,500	3
5	1	Y	Y	Y	NC-6	Sunchase Boulevard	\$ 17,313,901	3
3	1				BL-9	Crystal Beach Drive Bicycle Lanes	\$ 352,036	3
3	1		y		BL-10	Scenic 98 (east) Bicycle Lanes	\$ 9,673,289	3
5	1		y	Y	MU-4	Crystal Beach Drive Multi-use Path	\$ 408,154	3
N	3				CC-6	Airport Road	\$ 4,143,607	3
1	1				BL-3	Stahlman Avenue Bicycle Lanes	\$ 360,417	3
3	1		y		BL-6	Mattie M. Kelly Boulevard (N) Bicycle Lanes	\$ 185,377	3
N	3				CC-3	Azalea Drive	\$ 8,725,686	3
5	1				BL-2	Forest Street Bicycle Lanes	\$ 85,215	3
1	1		y		IS-7	Stahlman Avenue at Kelly Street	\$ 1,062,945	3
1	1		y		SW-6	Stahlman Avenue Sidewalk	\$ 123,461	3
1	1	y	y		IS-9	Calhoun Avenue at Kelly St	\$ 20,668	3
3	1	y	y		IS-10	Main Street at 98 Palms Blvd	\$ 566,135	3
1	1		y		IS-12	Scenic 98 East at Matthew Blvd	\$ 791,371	3
3	1				IS-15	Gulf Shore Drive at Moreno Point Rd	\$ 9,217	3
1	1				IS-16	Gulf Shore Drive at Norriego Rd	\$ 9,217	3
3	1	y	y		NC-2	Sailfish Drive	\$ 619,202	3
3	1				SW-3	Sibert Avenue Sidewalk	\$ 255,506	3
3	1				SW-7	Stahlman Avenue Sidewalk	\$ 169,656	3
1	1				IS-13	Scenic 98 East at Shirah St	\$ 791,371	3
1	1		y		IS-14	Scenic 98 East at Pompano St	\$ 791,371	3

Next Steps

The final step in prioritization is to obtain the input of the City Council. The key questions for City Council to provide input on are:

- Which projects should be moved up to a higher level of priority?
- Which projects should be moved down to a lower level of priority?

Once the priorities are set, staff and its consulting team will finalize the Mobility Plan and bring it back for the City Council to consider adopting. Staff and its consulting team will also move forward with calculating a draft proposed Mobility Fee for the City Council to consider in early 2024.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 6, 2024

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

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

FROM: Ryan Scott, City Engineer
Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director

DATE: April 29, 2024

SUBJECT: Cross-Town Connector Contract Amendment
(April 15, 2024, motion: Councilmember Bagby moved to direct the City Manager to have staff move forward with PD&E re-evaluation option B, and for the city's Finance Director to bring back proposed funding sources for the \$110,000 change order with Atkins Engineering. Motion seconded by Councilmember Stephens and passed 7-0).

I. BACKGROUND: On April 15, 2024, City Council approved the following motion:

"Councilmember Bagby moved to direct the City Manager to have staff move forward with PD&E re-evaluation option B, and for the city's Finance Director to bring back proposed funding sources for the \$110,000 change order with Atkins Engineering. Motion seconded by Councilmember Stephens and passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Geile, and Stephens voted "yes")."

II. DISCUSSION: The proposed funding is from Gas Tax #2.

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

IV. Effective, efficient, and aesthetically pleasing infrastructure.

V. Improve mobility and connectivity.

B. Effect on Budget (EOB): Amendment #5 to Atkins contract to update the Environmental Impact Report for the Cross Town Connector is \$110,370.50. The chart below shows funds available in the adopted FY 2024 Budget. Gas Tax#2 (aka 1 to 5 Cents Local Option Fuel Tax) is a restricted funding source. Authorized uses of proceeds include "for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan..." Staff recommend using Gas Tax #2 funds to pay for this contract amendment.

	31554032-565000-			
	31554031-565000-	EN615	31554132-565000-	
	EN615	Multi-Modal	EN615	
	Gas Tax #2	Impact Fees	Road Impact Fees	TOTAL
	\$ 1,000,000	\$ 26,307	\$ 1,598,020	\$ 2,624,327
FY 24 Adopted Budget*	1,000,000	26,307	1,598,020	2,624,327
Previous Expenses/Encumbrances	(168,014)	-	(48,020)	-
Available Program Budget	831,986	26,307	1,550,000	2,624,327
This Agreement +(-)	(110,371)	-		(110,371)
FY 24 Remaining Program Budget	\$ 721,615	\$ 26,307	\$ 1,550,000	\$ 2,513,956

C. Level of Service (LOS): The completion of the Cross Town Connector is consistent with the **Comprehensive Plan Chapter 2 - Transportation Policy to construct transportation facilities to multimodal standards.**

D. Legislative Sponsor:

III. CONCLUSION: Staff is recommending using Gas Tax #2 for this amendment.

IV. RECOMMENDED MOTION: I move to approve Amendment #5 using the funding from Gas Tax #2.

ALTERNATE MOTION:

I move to approve Amendment #5 using the funding from (state source).

Attachments:

1. Agreement for Professional Eng Services - City of Destin and Atkins - Amendment 5

AMENDMENT NO. 5 TO

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY
OF DESTIN AND ATKINS NORTH AMERICA, INC.**

THIS AMENDMENT is made and entered into this the 29th day of April, 2024, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **ATKINS NORTH AMERICA, INC. (ATKINSREALIS USA INC)**, (hereinafter referred to as "CONSULTANT"), to extend and amend the professional engineering services agreement dated October 19, 2020, for professional consulting engineering services; and

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

1. Addition of Services:

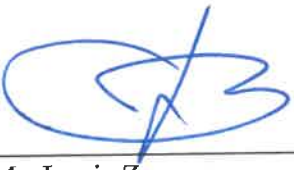
The Consultant shall analyze and document changes that have occurred to the proposed project, the project study area, circumstances, regulations, and/or environmental impacts since the approval of the *Destin Cross Town Connector Environmental Impact Report* (EIR) Signed by the City in September 2020. The analysis of changes shall be in accordance with Part 1, Chapter 13 of the Florida Department of Transportation (FDOT) *Project Development and Environment (PD&E) Manual*. Additional detail is described in the Scope of Services (Attachment A).

2. Compensation and Schedule:

The City shall pay a fixed fee of \$110,370.50 for the additional services as outlined in the Fee Schedule (Attachment B). Invoicing will be monthly on a percent complete basis.

IN WITNESS WHEREOF, the City and Consultant, through their duly authorized representative, execute this Amendment.

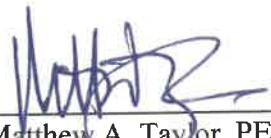
CITY OF DESTIN



Mr. Louis Zunguze
City Manager

ATKINS NORTH AMERICA, INC.

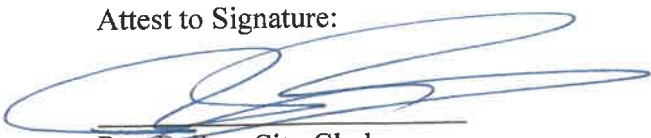
(ATKINS REALIS USA INC.)



Matthew A. Taylor, PE
Vice President

4/26/2024

Attest to Signature:



Rey Bailey, City Clerk

ATTACHMENT A
SCOPE OF SERVICES

Amendment #5 Scope

This is a supplemental agreement, as requested by City Council on April 15, 2024, to prepare a Design Change and Construction Advertisement Re-evaluation for the changes in impacts that have occurred since the *Destin Cross Town Connector Environmental Impact Report* was signed by the City in September 2020. This task requires identification and analysis of the changes in project design and the impacts on the social, cultural, natural and physical environment located in the project study area.

This task includes:

1. Description of major design changes and their anticipated affects including but not limited to:
 - a. A new project description of the project being advanced to construction.
 - b. Changes in applicable laws or regulations
 - c. Evaluation of major design changes
 - d. Public involvement activities conducted since completion of PD&E
 - e. Project planning consistency
 - f. Changes in right-of-way needs
 - g. Assessment of any changes in impacts to the following environmental issues:
 - i. Social Environment (social, economic, land use, mobility, aesthetics, relocations)
 - ii. Cultural Resources (archeological and historic resources, recreation)
 - iii. Natural Resources (wetlands, essential fish habitat, wildlife and habitat, floodplains, water resources)
 - iv. Physical Resources (noise environment, air quality, construction impacts, contamination)
 - h. Commitment Status
 - i. Status of permits

Coordination will occur as needed with the City of Destin, the FDOT District 3, the State Historic Preservation Office, the Northwest Florida Water Management District, the US Fish and Wildlife Service, and the Florida Fish and Wildlife Conservation Commission.

Submittals:

FDOT Reevaluation Form, *shown in Figure 13-1 of the PD&E Manual, Part 1, Chapter 13*, with supporting Technical Memoranda Attachments

Cultural Resources Assessment Survey Update

Assumptions:

No additional public involvement is required for this re-evaluation, however, the City will provide summaries of City Council meetings involving the proposed project that occurred since the EIR was approved in September 2020.

Project documentation will be prepared in accordance with the FDOT Re-evaluation form found in the FDOT's PD&E Manual, Part 1, Chapter 13.

No further traffic analysis is required.

The City will review and approve the Design Change and Construction Advertisement Re-evaluation.

ATTACHMENT B
FEE SCHEDULE

PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:		Enter project name and description										Consult. Name:		Address		
Country:		Enter name of country										Consult. No.		Enter consultant proj. number		
FPN:		123456789-10										Date:		4/23/2024		
FAP No.:		54321										Estimator:		C. J. Lee		
Staff Classification	Total Staff Hours From Estimate	Project Manager	Sr Planner	Sr Scientist	Prj Engineer	Env Specialist	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Staff Classification By Activity	Salary Cost By Activity	Average Rate Per Task
Project General & Project Common Tasks	212	126	172	0	0	4	0	0	0	0	0	0	0	282	\$15,511	\$55.00
Public Involvement	47	0	47	0	0	0	0	0	0	0	0	0	0	47	\$2,178	\$46.34
Engineering Analysis & Report	57	4	4	0	19	30	0	0	0	0	0	0	0	57	\$2,201	\$18.62
Environmental Analysis & Reports	400	0	64	91	0	245	0	0	0	0	0	0	0	400	\$15,034	\$37.69
Environmental Document	81	0	50	0	0	31	0	0	0	0	0	0	0	81	\$3,316	\$40.93
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	667	130	377	91	19	310	0	0	0	0	0	0	0	667	\$36,279.89	\$44.15
Total Staff Cost		\$7,693.50	\$15,616.56	\$4,315.94	\$720.07	\$5,985.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	667	\$36,279.89	\$44.15
Cust. #																

SALARY RELATED COSTS:		
OVERHEAD:		
OPERATING MARGIN:		158.25%
FCM (Facilities Capital Cost Money):		15.00%
EXPENSES:		0.20%
		14.88%
SALARY RELATED SUBTOTAL:		
Survey (Field - if by Prime)		
SUBTOTAL - PRIME	0.00	4-man crew days @ \$ / day
Subconsultant:	Enter Name Sub 1	
Subconsultant:	Sub 2	\$0.00
Subconsultant:	Sub 3	\$0.00
Subconsultant:	Sub 4	\$0.00
Subconsultant:	Sub 5	\$0.00
Subconsultant:	Sub 6	\$0.00
Subconsultant:	Sub 7	\$0.00
Subconsultant:	Sub 8	\$0.00
Subconsultant:	Sub 9	\$0.00
Subconsultant:	Sub 10	\$0.00
Subconsultant:	Sub 11	\$0.00
Subconsultant:	Sub 12	\$0.00
SUBTOTAL ESTIMATED FEE:		\$110,370.50
Optional Services		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$110,370.50

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

3. Enter the rate for each classification in Row 9.

Survey Field Days by Subconsultant

4 - Person Crew:

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 6, 2024**TYPE OF AGENDA ITEM:** City Manager Report**AGENDA OUTLINE NUMBER:** 4.D.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: April 22, 2024

SUBJECT: Quarterly Investment Report - For Informational Only

I. BACKGROUND:

Attached for your review is the current quarterly investment report with schedules showing the current status of the City investment accounts with Raymond James. Summary tables of activity are provided in the Discussion section below.

II. DISCUSSION:

On March 7, 2022, the City adopted a new Investment Policy under Resolution 22-05. The Raymond James report is attached, which includes a listing of investments by type with their book and market values as of the report date, as well as portfolio activity during the period. Following are supplementary tables.

Table 1 shows the value of the portfolio as of March 31, 2024 by security type. This table also shows the percentage of each security type alongside the maximum amount allowed by our investment policy.

Table 1: Investment Portfolio current fair value by type and weight by percentage

Investment Type	Fair Value	Percentage of Portfolio	Max % as per Investment Policy 22-05
US Treasuries	\$ 5,799,908	13%	75%
Mortgage and Asset Backed Securities	7,859,571	17%	75%
Municipals	177,125	0%	25%
Investment grade corporate bonds	855,187	2%	20%
Money Market, CDs and Savings Cash	11,135,021	24%	75%
Trustmark Interest-bearing Demand Dep	19,796,983	43%	75%
Portfolio Total	\$ 45,623,795	100%	

NEXT 3 MONTHS:

Estimated Restricted Exp Apr - Jun 2024	\$ 3,336,920
Estimated Op Expenditures Apr - Jun 2024	3,595,041
	<u>\$ 6,931,961</u>

Table 2 shows the interest earned and the portfolio's unrealized change in fair market value for the current quarter and 12 months cumulative.

Table 2: Investment income earned for quarter and last 12 months

	Current Quarter (01/01/2024 - 03/31/2024)	Last 12 months (04/01/2023 - 03/31/2024)
Interest Realized at Raymond James	\$ 163,839	\$ 565,733
Change in Fair Market Value	(45,258)	111,864
Interest Realized at Trustmark	184,645	508,229
Total Investment Income	\$ 303,225	\$ 1,185,826

Table 3 compares the performance of the City of Destin's investments against two benchmarks.

Table 3: Comparison of Quarterly and Calendar Year-to-Date Performance to Benchmarks

	Current Quarter (01/01/2024 - 03/31/2024)	Last 12 months (04/01/2023 - 03/31/2024)
City of Destin	0.56%	3.77%
ICE BofA 1-Year US Treasury	0.85%	4.39%
Florida Prime*	5.72%	5.55%

*Florida PRIME Three Month Annualized Net Participant Yield. Participant yield is calculated on a 365-day basis and includes adjustments for expenses and other accounting items to reflect earnings by participants.

Table 4 lists the investments by type, lists maturity dates and average maturities of the investments in each major category. The percentage of portfolio total is then applied to find the weighted average maturity of the total portfolio. The significant amount of cash brings the average weighted maturity down to the equivalent of 0.97 years. Ratings by Standard & Poors are also listed in this table. Eagle Assets of Raymond James has worked diligently to replace BBB+ investment grade corporate bonds with corporate bonds with a minimum rating of A and asset-backed securities with a minimum rating of AAA. As of March 31, 2024, there was only one security with a BBB+ rating with a current value of \$44,907 remaining in our portfolio. This one security is an investment grade corporate bond with a coupon rate paying 2.8%.

Table 4: Maturity dates and weighted average maturity of the investment portfolio

Investment Type	Fair Value	Maturity	Percentage of Portfolio (Weight)	Average Maturity (years)	Weighted Average Maturity	Ratings
US Treasuries	\$ 5,799,908	06/15/24-02/15/33	13%	2.92	0.37	Aaa
Mortgage and Asset Backed Securities	7,859,571	07/01/24-06/01/45	17%	1.99	0.34	AA+ to AAA
Municipals	177,125	01/01/29-08/01/30	0%	5.69	0.02	AA- to AAA
Investment grade corporate bonds	855,187	10/26/24-06/01/34	2%	4.86	0.09	BBB+ to AA+
Money Market, CDs and Savings Cash	11,135,021	03/31/24-04/13/26	24%	0.60	0.15	
Trustmark Interest-bearing Demand Deposit Accounts (DDAs)	19,796,983	3/31/2024	43%	-	-	
Portfolio Total	\$ 45,623,795		100%		0.97	

Table 5 is a summary of changes for the fiscal year to date as compared to the prior four fiscal years for the funds transferred to Raymond James. During the period October to March 2024, the City has realized income in the amount of \$293,683 and has accumulated an unrealized increase in market value of \$213,512. During FY 2024, the City transferred in \$10,000,000. Investment administration expenses this year to date total \$35,335.

Table 5: Raymond James Additions and Deductions five-year trend

	10/01/2023- 03/31/2024	10/01/2022- 09/30/2023	10/01/2021- 09/30/2022	10/01/2020- 09/30/2021	10/01/2019- 09/30/2020
Additions					
Contributions	\$ 10,000,000	\$ 7,000,000	\$ 1,742,528	\$ 5,234,644	\$ -
Interest Earnings	293,683	425,145	326,839	291,529	261,031
Unrealized gain/(loss)*	213,512	82,573	(1,373,377)	(250,557)	167,448
Total Additions	\$ 10,507,194	\$ 7,507,718	\$ 695,990	\$ 5,275,615	\$ 428,479
Deductions					
Investment Admin Expenses	35,335	73,160	53,874	58,455	35,592
Withdrawals	8,461,266	-	-	-	-
Total Deductions	8,496,600	73,160	53,874	58,455	35,592
 Net Change	 \$ 2,010,594	 \$ 7,434,557	 \$ 642,116	 \$ 5,217,160	 \$ 392,887
Beginning Balance	\$ 23,816,218	\$ 16,381,661	\$ 15,739,545	\$ 10,522,385	\$ 10,129,498
Ending Balance**	\$ 25,826,812	\$ 23,816,218	\$ 16,381,661	\$ 15,739,545	\$ 10,522,385

*Unrealized gain/loss is the fair market value of the investments if sold on the reporting date instead of holding to maturity.

**Table 5 investment fund additions and deductions does not include the interest-bearing Demand Deposit Accounts (DDAs) at Trustmark.

Table 6 shows the fund balance characterization of the funds held with our Investment Firm plus the additional available to be invested currently on hand at Trustmark. The committed balances listed below are in accordance with the City's Fund Balance policy Resolution 12-20.

Table 6: Cash and Investment Balances

As of 03/31/2024				
Cash & Investment Balances	RJ (0.125-7.5%)	Trustmark (3.0%)	Encumbered + Apr to Jun	Balance to Invest (rounded)
<i>Restricted</i>		-		
Impact Fees, Elec Franch				
Undergrounding, Stormwater, NPEB, Gas	2,518,567	2,642,585	121,489	2,476,000
Tax#2				
Debt Service	-	799,612		
CRA's	2,518,567	1,322,616	840,922	481,000
Building Code	-	280,781	291,780	-
Total Restricted	5,037,133	5,045,594	1,254,191	2,957,000
<i>Committed</i>				
Emergency Operations (3 mos)*	\$ 3,694,178			
Emergency Maintenance (3 mos)*	3,693,832			
Debt Service (1 year)*	2,598,972			
Infrastructure Surtax	3,022,280	3,158,983	1,146,420	2,012,000
Parking Fund	1,007,427	136,294	27,541	108,000
Renewal & Replacement	-	2,980,312	881,500	2,098,000
Permit Technology	-	502,948	27,268	475,000
Total Committed	14,016,689	6,778,538	2,082,729	4,693,000
<i>Unrestricted</i>	\$ 6,772,990	7,972,851	3,595,041	4,377,000
Total Cash & Investments	\$ 25,826,812	\$ 19,796,983	6,931,961	12,027,000

**As per Resolution 12-20 updated with FY 2024 Adopted Budget*

A current report as of March 31, 2024 produced by Raymond James is attached.

A. Link to Strategic Goals / Objectives:

Financially sound city providing service excellence.

B. Effect on Budget (EOB):

This item is for information only and has no effect on the Budget.

C. Level of Service (LOS):

This report provides the City Council with the current financial condition of the City.

D. Legislative Sponsor:

III. CONCLUSION:

The City is currently receiving the investment interest revenue and paying investment administrative expenses in a manner consistent with prior years.

IV. RECOMMENDED MOTION:

No motion is required for this item.

Attachments:

1. City of Destin Mar 2024 report



Brian Haugen WMS, CRPS®, CEP®
Senior Vice President, Investments

Steve Cann MS, MPAS®, CFP®
Vice President, Investments

April 22, 2024

Krystal:

Attached is the City's most recent quarterly report for the period ending 3/31/2024.

Summary of Investment Objectives and Restrictions

Accounts at Raymond James / Eagle Asset Management are managed in accordance with the City's published objectives and restrictions as referenced and summarized below:

- **Compliance with Florida Statutes 218.415 & 208.02, and City's Investment Policy Statement adopted in Resolution 22-05**

Allowable investment securities are restricted to:

- Bank deposits at Qualified Public Depository
- U.S. Treasuries, TIPS, T-bills
- U.S. Government Agencies
- U.S. Government Sponsored Enterprises
- Certificates of Deposit (FDIC-insured CDs)
- Commercial paper (Prime-I, A-1+ or better)
- Investment Grade Corporate Bonds (A or better)
- Asset Backed Securities (AAA only)
- Government Money Market Funds
- Municipal Bonds (AA, Aa or better)

- **Compliance with City's stated Investment Objectives and Criteria (Investment Policy Statement, Resolution 22-05)**

- Safety, risk management (interest rate, and credit), liquidity, income, prudence
- Average portfolio maturity of not more than five (5) years
- Performance goal to regularly exceed the average rate of return on the ICE BOA Merrill Lynch 1-yr US Treasury Index, or three-month annualized net participant yield for Florida Prime

34851 Emerald Coast Pkwy., Suite 200, Destin, FL 32541
850-650-0990 – 888-317-8956 – 866-597-4009 Fax
www.emeraldcoastwealthadvisors.com

Raymond James & Associates, Inc., member New York Stock Exchange/SIPC

Performance Analysis as of Mar 31, 2024

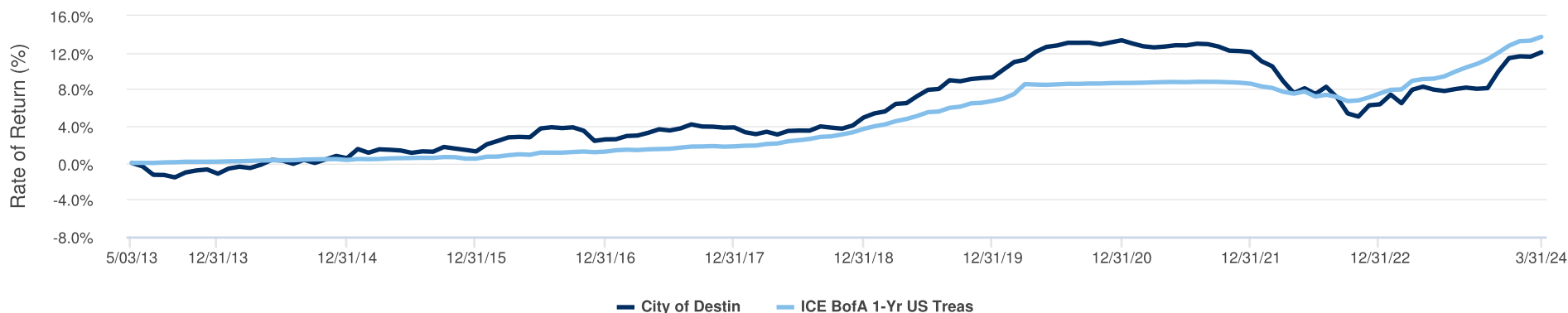
City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

Performance Analysis Summary

Time-Weighted (Net of Fees)

Total Market Value as of 3/31/2024: \$25,921,811.29



The Cumulative Return is charted above.

	QTD 12/31/23 3/31/24	Last 12 Months 3/31/23 3/31/24	Last 3 Years* 3/31/21 3/31/24	Since Inception* 5/03/13 3/31/24
City of Destin	0.56%	3.77%	(0.16%)	1.05%
ICE BofA 1-Yr US Treas	0.85%	4.39%	1.49%	1.18%
S&P 500 Total Return Indx	10.56%	29.88%	11.48%	13.54%
Bloomberg U.S. Agg Bd	(0.78%)	1.70%	(2.45%)	1.34%

Inception Date: 5/3/13

*Returns are annualized for periods greater than one year.

Performance Analysis as of Mar 31, 2024



City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

Performance Analysis Detail

Time-Weighted (Net of Fees)

	Account	Market Value(\$) 3/31/24	Performance Inception/ Close	QTD 12/31/23 3/31/24	Last 12 Months 3/31/23 3/31/24	Last 3 Years* 3/31/21 3/31/24	Since Inception* 5/03/13 3/31/24
City of Destin - CD's	xxxxx714	10,950,789.15	9/21/2017	0.89%	5.67%	1.46%	1.74%
EM Maintenance Fund	xxxxx675	3,712,013.22	5/03/2013	0.48%	3.47%	0.03%	0.75%
Alternate Investment Fund	xxxxx680	4,937,315.96	5/03/2013	(0.22%)	2.10%	(1.75%)	0.92%
Debt Service Fund	xxxxx699	2,609,243.59	5/03/2013	0.66%	3.58%	0.08%	0.77%
EM Operating Fund	xxxxx703	3,712,449.37	5/03/2013	0.48%	3.42%	0.10%	0.80%

*Returns are annualized for periods greater than one year.

Additional Information Regarding This Report

City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

This report should not be used as a substitute for your monthly statement, 1099 or to determine taxability. Changes in tax laws may occur at any time and could have a substantial impact upon each person's situation. While we are familiar with the tax provisions of the issues presented herein, we are not qualified to render advice on tax or legal matters. The information in this report has been obtained from sources that we believe to be reliable, but cannot be guaranteed.

©2024 Raymond James & Associates, Inc., member New York Stock Exchange/SIPC. Investment products are: not deposits, not FDIC/NCUA insured, not insured by any government agency, not bank guaranteed, subject to risk and may lose value.

Alex. Brown a division of Raymond James.

The account listing may or may not include all of your accounts with Raymond James & Associates, Inc. This report is comprised of data from the following accounts: xxxxx714, xxxxx675, xxxxx680, xxxxx699, xxxxx703

Report ID: 374238031_113652_1711944000000_1711961708220000_00001of00001

Performance

The performance data quoted represents past performance and does not guarantee future results. The investment return and principal value of an investment will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. The current performance may be lower or higher than the performance data quoted. It is not possible to invest directly in an index.

Performance is depicted using the Time-Weighted method for the entire period.

Time-Weighted - The geometric (compounded) return measured on the basis of periodic market valuations of assets. If applicable, the return includes the effects of leverage. Unlike the dollar-weighted method, it minimizes the impact of cash flows on the rate of return; however, in principle it requires valuations to be made on the occasion of each cash flow. Approximation to this measure can be obtained by prorating cash flows to successive valuation points or by computing internal rates of return between valuation points. If there are no interim cash flows, the time-weighted return, compounded annually determines the entire value of an investment.

Returns are calculated net of fees.

Annualized refers to the annualized return from the inception date of the account, or the selected beginning date when using the date-to-date functionality.

The inception date indicates the date of account or household initiation in the Portfolio Performance system. This date may not match the date the account was opened.

Managed Account Performance- In order for managers to track real time cash in managed AMS accounts, certain activity may not reflect the actual transaction dates and market values may differ from what is reported on client statements. The Time-Weighted Total Equity and Time-Weighted All Cash returns are the same for these accounts.

All performance figures exclude unpriced securities (including securities of indeterminate value), limited partnerships (other than limited partnerships classified as Alternative Investments and

appearing in that section of your statement).

Dividends are not guaranteed and will fluctuate.

The CFA Institute has not been involved with the preparation or review of this statement.

Accounts that have been closed may be included in the consolidated performance report. When closed accounts are included in the consolidated report, the performance report will only include information for the time period the account was active during the consolidated performance reporting time period.

Accounts with Real Time Cash may have cash values updated throughout the day, note that this may cause a difference in account values between performance and holdings reports.

Securities Information

Non-proprietary annuity values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Raymond James Certificates of Deposit values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Values include accrued income. Values are based on trade date accounting method.

Additional Information Regarding This Report



City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

Benchmark Information

Bloomberg U.S. Agg Bd - The Bloomberg U.S. Aggregate Bond index is a measure of the investment grade, fixed-rate, taxable bond market of roughly 6,000 SEC-registered securities with intermediate maturities averaging approximately 10 years. The index includes bonds from the Treasury, Government-Related, Corporate, MBS, ABS, and CMBS sectors.

ICE BofA 1-Yr US Treas - The ICE BofA 1-Year US Treasury Note Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding two-year Treasury note that matures closest to, but not beyond, one year from the rebalancing date. To qualify for selection, an issue must have settled on or before the month-end rebalancing date.

S&P 500 Total Return Indx - The S&P 500 Index Total Return is a broad-based measurement of changes in stock market conditions based on the average performance of 500 widely held common stocks. It consists of 400 industrial, 40 utility, 20 transportation, and 40 financial companies listed on U.S. market exchanges. This is a capitalization-weighted calculated on a total return basis with dividends reinvested. The S&P represents about 75% of the NYSE market capitalization.

Money Market Funds & CD Ladder

Description	Symbol/CUSIP	Maturity Date	Coupon	Quantity	Est. Annual Income
CASH & CASH ALTERNATIVES				\$1,072.98	
GOLDMAN SACHS FINANCIAL SQUARE TRSY SOLUTIONS FD INSTL CL M/M 4.95%	FEDXX			3,345,666.82	
JPMORGAN 100% US TREASURY SEC. MONEY MARKET FD CAPITAL CL M/M 4.94%	CJTX			4,033,673.13	
FEDERATED HERMES TRSY OBLIGATION FD INSTL CL IS M/M 4.93%	TOIX			2,016,800.74	

FDIC Insured CD Ladder

EXCHANGE BK GIBBON, NE FDIC # 1435 CERTIFICATE OF DEPOSIT MONTHLY 1.75% DUE 04/29/2024	301074FL9	4/29/2024	1.750	200,000.00000	\$3,500.00
BANK HAPOALIM NEW YORK, NY FDIC # 33686 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 4.6% DUE 07/19/2024	06251A5B2	7/19/2024	4.600	168,000.00000	\$7,728.00
MORGAN STANLEY BANK, NATIONAL ASSOCIATION SALT LAKE CITY, UT FDIC # 32992 CERTIFICATE OF DEPOSIT SEMI-ANNUAL CALLABLE BEGINNING 4/20/2024 2.35% DUE 10/18/2024	61773TDL4	10/18/2024	2.350	200,000.00000	\$4,700.00
MERIDIAN BANK DEVON, PA FDIC # 57777 CERTIFICATE OF DEPOSIT PAYS AT MATURITY 4.8000% DUE 11/15/2024	58958PMQ4	11/15/2024	4.800	200,000.00000	\$9,600.00
GOLDMAN SACHS BANK USA FDIC # 33124 CERTIFICATE OF DEPOSIT MONTHLY CALLABLE BEGINNING 4/13/2024 2.65% DUE 04/14/2025	38149M4U4	4/14/2025	2.650	200,000.00000	\$5,300.00
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION COLUMBUS, OH FDIC # 628 CERTIFICATE OF DEPOSIT SEMI-ANNUAL CALLABLE BEGINNING 4/19/2024 2.75% DUE 04/17/2025	48128WRW7	4/17/2025	2.750	250,000.00000	\$6,875.00
IDAHO FIRST BANK MCCALL, ID FDIC # 58095 CERTIFICATE OF DEPOSIT MONTHLY 4.4000% DUE 07/10/2025	451245BF0	7/10/2025	4.400	100,000.00000	\$4,400.00
CAPITAL ONE BANK (USA) NA GLEN ALLEN, VA FDIC # 33954 CERTIFICATE OF DEPOSIT SEMI-ANNUAL 2.65% DUE 04/13/2026	14042TFH5	4/13/2026	2.650	250,000.00000	\$6,625.00
Total:	11			\$10,965,213.67	\$48,728.00

Emergency Maintenance Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield	Yield to Maturity
DESTCT - City of Destin (Prices as of 03/28/2024)	3.137	11/2/2027	3,783	97.700	3,713,425.63			1.619	4.946	3.212	1.762	100.00	3.084	4.946
<u>Cash</u>														
-														
CASHCASH6 - OPENING BALANCE	0.000	4/1/2024	76	100.000	75,719.17	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.011	2.04	0.000	0.000
<u>ABS</u>														
-														
05522RDH8 - Bank of America Credit Card Trust	4.980	11/15/2026	33	100.240	33,138.55	Aaa		2.400	4.941	4.968	2.619	0.89		4.941
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	7/15/2027	67	97.550	65,639.66		AAA	0.930	5.549	3.014	0.981	1.77	2.941	5.549
12666DAB7 - Cnh Equipment Trust	5.900	9/15/2030	24	100.220	24,103.93	Aaa		0.610	5.669	5.887	0.641	0.65		5.669
14041NFW6 - COMET 2021-A1 A1 0.55% 07/15/2026	0.550	7/15/2026	72	98.530	70,955.90		AAA	0.280	5.684	0.558	0.285	1.91	0.551	5.684
14044EAD0 - Capital One Prime Auto Receivables Trust	5.820	3/15/2027	33	101.420	33,537.96	Aaa		1.930	5.132	5.739	2.101	0.90		5.132
14316HAC6 - Carmax Auto Owner Trust 2020-4 20250815 0.78000 a-3	0.500	8/15/2025	4	99.560	3,689.83		AAA	0.080	5.849	0.502	0.079	0.10		5.849
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	6/15/2026	51	97.250	49,601.55	Aaa	AAA	0.520	6.055	0.566	0.529	1.34	0.553	6.055
233869AC0 - DTRT 2022-1 A3 5.23% 02/17/2026	5.230	2/15/2026	51	99.690	51,204.44	Aaa		0.620	5.726	5.246	0.649	1.38		5.726
254683CX1 - Discover Card Exe Tr 2022-4 20271015 0.00000 a	5.030	10/15/2027	48	99.810	47,995.99		AAA	1.440	5.242	5.040	1.537	1.29	5.033	5.242
34528QHF4 - Ford Credit Mstr Tr a 19-4 20260915 2.44000 a	2.440	9/15/2026	51	98.600	50,330.94	Aaa	AAA	0.440	5.608	2.475	0.452	1.36		5.608
41285JAD0 - HDMOT 2023-A A3 5.05% 12/15/2027	5.050	9/15/2027	44	99.640	43,921.84	Aaa		1.390	5.304	5.068	1.436	1.18	5.052	5.304
43813GAC5 - HAROT 2021-1 A3 0.27% 04/21/2025	0.270	3/1/2025	7	99.430	7,117.43	Aaa	AAA	0.100	5.834	0.272	0.107	0.19	0.270	5.834
448977AD0 - Hyundai Auto Rec Tr 2022-a 20261015 0.00000 a-3	2.220	10/15/2026	58	97.850	56,472.81		AAA	0.640	5.706	2.269	0.658	1.52	2.221	5.706
47787JAC2 - John Deere Owner Tr 2022 20260915 0.00000 a-3	2.320	9/15/2026	50	97.900	48,985.21	Aaa		0.640	5.699	2.370	0.666	1.32	2.325	5.699
587918AD5 - Mercedes-Benz Auto Receivables Trust	4.800	1/15/2029	67	99.570	66,828.03	Aaa	AAA	2.270	5.033	4.821	2.474	1.80		5.033
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	23	98.320	23,044.55	Aaa	AAA	0.300	5.797	0.336	0.318	0.62	0.330	5.797
92348KAH6 - Verizon Master Trust 2022-2 20280720 0.00000 a	1.530	7/20/2028	30	96.870	29,071.20	Aaa	AAA	1.210	4.117	1.579	1.258	0.78	1.534	4.117
92348KAS2 - Verizon Master Trust 2022-4 20281120 0.00000 a	3.400	11/20/2028	68	97.810	66,562.17	Aaa		1.630	5.025	3.476	1.729	1.79		5.025
92808VAA0 - Virginia Power Fuel Sec	5.088	5/1/2027	33	98.600	32,743.22	Aaa	AAA	1.648	5.258	5.160	3.093	0.88	5.088	5.258
<u>Agencies</u>														
-														
3130AV7L0 - Federal Home Loan Banks Cons Bd 25 Cons B	5.000	2/28/2025	35	99.860	35,096.83	Aaa	AAA	0.885	5.153	5.007	0.923	0.95	5.066	5.153
3130AYPN0 - Federal Home Loan Bank	4.125	1/15/2027	100	99.170	99,846.04	Aaa	AAA	2.604	4.443	4.160	2.803	2.69	4.201	4.443
3133EN4N7 - Federal Farm Credit Banks Bds Usd (Sec Regd)	4.250	12/20/2024	71	99.370	71,374.13	Aaa	AAA	0.707	5.134	4.277	0.732	1.92	4.330	5.134
3134GVB31 - Federal Home Ln Mtg Corp Call 0.75%052825 Call 0	0.750	5/28/2025	122	95.240	116,497.80	Aaa	AAA	1.135	5.000	0.787	1.167	3.14	4.390	5.000
3134GXNM2 - Freddie Mac	2.670	3/25/2027	77	94.850	73,051.63	Aaa	AA+	2.819	4.530	2.815	2.992	1.97	4.415	4.530
3134GXR63 - Federal Home Ln Mtg Corp Call 4.05%082825 Call 4	4.050	8/28/2025	105	98.770	104,039.25	Aaa	AA+	1.356	4.958	4.100	1.419	2.80	4.553	4.958
742651DX7 - Private Export Funding Corp. 1.75% Snr Sec Pidi Nts 15/11/20	1.750	11/15/2024	70	97.780	68,898.57	Aaa	AAA	0.614	5.374	1.790	0.636	1.86	1.283	5.374
<u>CMBS</u>														
-														
3137BRQH1 - FHLMC Remic Series K-057 20250625 2.20600 a-1	2.206	6/1/2025	59	98.220	57,907.12	Aaa	AAA	0.500	5.595	2.246	0.515	1.56		5.595
<u>CMO</u>														
-														
3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	8/1/2026	14	97.740	13,804.24	Aaa	AAA	0.660	5.536	2.558	0.707	0.37		5.536
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	8/1/2032	90	92.120	83,183.60	Aaa	AAA	2.760	5.006	2.171	2.964	2.24		5.006
3136AGDV1 - FNMA Remic Trust 2013-97 20311125 3.00000 Eb	3.000	11/1/2031	28	98.220	27,101.92	Aaa	AAA	0.570	5.591	3.054	0.589	0.73		5.591
3137A7G46 - Freddie Mac	4.000	5/1/2030	87	97.700	85,231.94	Aaa	AAA	2.370	5.002	4.094	2.674	2.30		5.002
3137ANTK1 - FHLMC Remic Series 4027 20410715 3.50000 Ta	3.500	7/1/2041	75	95.240	71,931.29	Aaa	AAA	3.180	5.083	3.675	3.432	1.94		5.083
3137AWN11 - FHLMC Remic Series 4136 20260115 3.00000 Vj	3.000	1/1/2026	13	97.440	12,712.09	Aaa	AAA	0.890	5.491	3.079	0.937	0.34	2.895	5.491
3137B1MW9 - FHLMC Remic Series 4198 20330115 4.00000 Qp	4.000	1/1/2033	39	97.810	38,361.13	Aaa	AAA	1.620	5.296	4.090	1.756	1.03		5.296
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	5/1/2028	26	95.040	24,608.68	Aaa	AAA	1.360	5.196	1.841	1.460	0.66		5.196
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	3/1/2033	16	98.010	15,990.94	Aaa	AAA	0.760	5.795	3.061	0.732	0.43		5.795
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/1/2028	55	95.380	52,686.32	Aaa	AAA	1.380	5.206	2.097	1.460	1.42		5.206
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	6/1/2033	16	97.990	16,212.21	Aaa	AA+	0.920	5.642	3.699	0.877	0.44	3.152	5.642
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	2/1/2035	8	100.510	8,282.79	Aaa	AAA	2.400	4.885	5.472	2.712	0.22		4.885
31397QLT3 - FNMA Remic Trust 2011-4 20400425 3.00000 Pk	3.000	4/1/2040	0	99.570	150.98	Aaa	AA+			3.013	0.000	0.00		
38384JZW7 - Government National Mortgage Association	5.500	12/1/2028	91	99.790	91,542.08	Aaa	AAA	3.000	5.410	5.512	3.199	2.47		5.410

Emergency Maintenance Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield	Yield to Maturity
DESTCT - City of Destin (Prices as of 03/28/2024)	3.137	11/2/2027	3,783	97.700	3,713,425.63			1.619	4.946	3.212	1.762	100.00	3.084	4.946
MBS														
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3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	5/1/2033	54	94.150	50,769.37	Aaa	AAA	3.170	4.871	3.186	3.298	1.37	2.529	4.871
3132A8SY6 - FHLMC Super 15y Fixed 2.000 20320101 2.	2.000	1/1/2032	24	91.890	21,949.58	Aaa	AAA	2.820	4.672	2.177	2.921	0.59	1.622	4.672
3132AEFB7 - FHLMC Super 15y Fixed 3.500 20330201 3.	3.500	2/1/2033	70	96.500	67,483.27	Aaa	AAA	2.300	4.848	3.627	2.570	1.82		4.848
3140X8BF3 - FNMA Super Int 15 Year 4.000 20340601 4.	4.000	6/1/2034	20	97.530	19,682.70	Aaa	AAA	2.650	4.867	4.101	2.942	0.53	3.499	4.867
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/1/2030	60	91.460	54,775.01	Aaa	AAA	2.640	5.056	1.640	2.753	1.48	1.240	5.056
31418AJK5 - FNMA Umbs Int 20 Year 3.000 20320901 3.	3.000	9/1/2032	71	93.900	67,109.93	Aaa	AAA	3.010	4.863	3.195	3.347	1.81		4.863
31418CB45 - FNMA Pass-Thru Int 20 Year 3.500 20360901 3.	3.500	9/1/2036	27	94.000	25,226.52	Aaa	AAA	4.090	4.847	3.723	4.726	0.68	3.055	4.847
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	7/1/2032	54	94.470	51,152.16	Aaa	AAA	2.990	4.882	3.176	3.145	1.38	2.531	4.882
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	5/1/2031	21	91.050	19,454.58	Aaa	AAA	2.800	4.884	1.647	2.904	0.52	1.265	4.884
36202FJC1 - GNMA Pass-Thru M Single Family 4.000 20250820 4.	4.000	8/1/2025	9	98.790	8,449.35	Aaa	AAA	0.600	6.214	4.049	0.616	0.23	3.085	6.214
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	4/1/2031	16	96.680	15,937.60	Aaa	AAA	2.130	4.937	3.620	2.159	0.43	2.851	4.937
83164MP94 - Sba Pc Var Qtrly Adj 5.250 20281225 5.	6.250	11/1/2028	50	100.130	50,142.98	Aaa	AAA	0.190	5.586	6.242	1.956	1.35		5.586
Treasuries														
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9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	9/30/2024	215	98.480	213,978.93	U.S./#Aaa	U.S.	0.495	5.194	2.158	0.510	5.76	1.191	5.194
91282CDN8 - United States Treas Nts 1%12/15/24 1%12/1	1.000	12/15/2024	195	97.120	189,938.10	U.S./#Aaa	U.S.	0.697	5.147	1.030	0.718	5.11	0.922	5.147
91282CEQ0 - United States Treas Nts 2.75%05/15/25 2.75%0	2.750	5/15/2025	26	97.580	25,634.01	U.S./#Aaa	U.S.	1.092	4.972	2.818	1.132	0.69	4.068	4.972
91282CFP1 - United States Treas Nts 4.25%10/15/25 4.25%1	4.250	10/15/2025	114	99.180	115,249.42	U.S./#Aaa	U.S.	1.478	4.804	4.285	1.551	3.10	4.200	4.804
91282CHB0 - US Treasury N/B	3.625	5/15/2026	254	98.020	252,360.37	U.S./#Aaa	U.S.	2.017	4.609	3.698	2.132	6.80	4.221	4.609
91282CHU8 - US Treasury N/B	4.375	8/15/2026	300	99.620	300,374.43	U.S./#Aaa	U.S.	2.232	4.543	4.392	2.384	8.09	4.448	4.543
91282CKA8 - US Treasury N/B	4.125	2/15/2027	115	99.160	114,581.36	U.S./#Aaa	U.S.	2.682	4.437	4.160	2.888	3.09	4.402	4.437

Alternate Investment Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield	Yield to Maturity
DESTC2 - City of Destin (Prices as of 03/28/2024)	3.279	10/12/2030	5,132	95.515	4,938,007.96			3.862	4.623	3.434	4.547	100.00	3.231	4.623
Municipals														
-														
64966WHC4 - New York N Y City Hsg Dev Corp Taxable Cap Fd Grnt Prog 2022 a Taxabl	3.756	1/1/2029	80	95.960	77,494.16			4.275	4.712	3.914	4.764	1.57	5.259	4.712
64971XEP9 - New York N Y City Transitional Taxable Future Tax Secd 2019 a Taxabl	3.780	8/1/2030	50	95.030	47,814.25	Aa1	AAA	5.466	4.694	3.978	6.345	0.97	4.451	4.694
6500355Z7 - New York St Urban Dev Corp Rev Taxable Personal Income 2017d Taxabl	3.370	3/15/2030	55	94.090	51,816.43	Aa1	AA+	5.275	4.511	3.582	5.964	1.05	4.484	4.511
Cash														
-														
CASHCASH6 - OPENING BALANCE	0.000	4/1/2024	90	100.000	90,494.30	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.011	1.83	0.000	0.000
ABS														
-														
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	7/15/2027	47	97.550	45,583.10			0.930	5.549	3.014	0.981	0.92		5.549
380149AC8 - Gm Fin Cons Atmb Rec Tr 2021-2 20260416 0.00000 a-3	0.510	4/16/2026	17	98.200	16,236.69	Aaa	AAA	0.350	5.906	0.519	0.348	0.33	0.512	5.906
44918CAD4 - Hyundai Auto Receivables Trust	5.540	8/15/2028	71	101.090	71,915.94		AAA	2.050	5.083	5.480	2.236	1.46		5.083
92348KAZ6 - Verizon Master Trust	3.670	1/20/2029	50	97.930	49,005.78		AAA	1.760	5.118	3.748	1.868	0.99		5.118
98163LAC4 - World Omni Auto Recv Tr 2021-B 20260615 0.00000 a-3	0.420	6/15/2026	13	97.960	13,095.16		AAA	0.410	5.821	0.429	0.408	0.27	0.423	5.821
98164DAD9 - World Omni Auto Receivables Trust	5.790	10/15/2028	57	101.550	58,002.68		AAA	2.140	5.137	5.702	2.348	1.17		5.137
CMBS														
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3137F83P6 - FHLMC Remic Series K-121 20300825 Flt a-1	0.995	8/1/2030	38	87.600	33,584.65	Aaa	AAA	3.880	4.645	1.136	4.159	0.68		4.645
Corporates														
Financial														
05531FBB8 - BB&T Corporation 2.85% Snr Mtn 26/10/2024 Usd (S	2.850	10/26/2024	75	98.490	74,770.00	A3	A-	0.563	5.537	2.894	0.581	1.51	4.597	5.537
06051GLG2 - Bank of America Corp	5.202	4/25/2029	48	100.100	49,109.21	A1	A-	3.727	5.173	5.197	4.077	0.99	5.247	5.178
46647PDR4 - Jpmorgan Chase & CO	5.350	6/1/2034	49	100.390	50,043.09	A1	A-	7.465	5.295	5.329	9.178	1.01	5.329	5.299
571748AZ5 - Marsh & McLennan Cos Inc Sr Gbl Nt 26 Sr Glb	3.750	3/14/2026	24	97.780	23,502.20	A3	A-	1.860	4.951	3.835	1.962	0.48	1.241	4.951
6174468Q5 - Morgan Stanley Fr 2.188%042826 Fr 2.1	2.188	4/28/2026	55	96.480	53,565.42	A1	A-	2.000	3.964	2.268	2.085	1.08	0.988	3.964
693475AZ8 - Pnc Finl Svcs Group Inc Sr Gbl Nt 30 Sr Glb	2.550	1/22/2030	75	87.270	65,803.13	A3	A-	5.258	5.107	2.922	5.822	1.33	4.869	5.107
74460DAD1 - Public Storage 3.385% Snr Pidi Nts 01/05/2029	3.385	5/1/2029	80	93.650	76,025.77	A2	A	4.575	4.805	3.615	5.093	1.54	4.826	4.805
Industrial														
032095AJ0 - Amphenol Corporation Snr Pidi Nts Usd (Sec Regd)	2.800	2/15/2030	50	89.480	44,907.22	A3	BBB+	5.285	4.879	3.129	5.888	0.91	2.615	4.879
037833DP2 - Apple Inc. Snr Pidi Nts 11/09/2029 Usd (SE	2.200	9/11/2029	86	88.840	76,491.74	Aaa	AA+	5.011	4.533	2.476	5.458	1.55	4.340	4.533
053015AE3 - Automatic Data Processing Inc Sr Gbl Nt 25 Sr Glb	3.375	9/15/2025	40	97.820	39,176.75	Aa3	AA-	1.404	4.936	3.450	1.468	0.79	1.946	4.936
17275RBR2 - Cisco Systems Inc	4.850	2/26/2029	49	100.740	49,573.84	A1	AA-	4.254	4.677	4.814	4.833	1.00	4.857	4.679
30303M8N5 - Meta Platforms Inc	4.950	5/15/2033	50	101.220	51,524.38	A1	AA-	7.190	4.780	4.890	8.888	1.04	5.001	4.783
67066GAF1 - Nvidia Corp Sr Nt 2.85%30 Sr Nt	2.850	4/1/2030	57	90.770	52,537.61	A1	A+	5.392	4.627	3.140	6.011	1.06	4.770	4.627
718172CV9 - Philip Morris Intl Inc Sr Nt 27 Sr Nt	5.125	11/17/2027	50	100.520	51,192.47	A2	A-	3.214	4.963	5.098	3.555	1.04	5.222	4.965
Utilities														
03040WAQ8 - American Wtr Cap Corp Sr Nt 2.95%27 Sr Nt	2.950	9/1/2027	50	93.580	46,900.63	Baa1	A	3.189	5.013	3.152	3.429	0.95	2.964	5.013
049560AZ8 - Atmos Energy Corp	5.900	11/15/2033	46	106.080	50,063.33	A1	A-	7.243	5.077	5.562	9.384	1.01	5.022	5.092
MBS														
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3128MDBR3 - FHLMC Pc Gold Comb 15 4.000 20261001 4.	4.000	10/1/2026	6	99.020	5,566.58	Aaa	AAA	0.700	6.061	4.040	0.753	0.11	3.389	6.061
3128MFL48 - FHLMC Pc Gold Comb 15 3.500 20320901 3.	3.500	9/1/2032	22	96.480	21,301.47	Aaa	AAA	2.320	4.889	3.628	2.504	0.43	3.128	4.889
3128MMUS0 - FHLMC Pc Gold Comb 15 3.000 20310301 3.	3.000	3/1/2031	16	94.990	15,591.35	Aaa	AAA	2.590	4.752	3.158	2.704	0.32	2.686	4.752
3128P7QP1 - FHLMC Pc Gold Cash 20 4.500 20310301 4.	4.500	3/1/2031	29	98.650	28,441.35	Aaa	AAA	2.370	4.992	4.562	2.660	0.58	3.455	4.992
3128P8D99 - FHLMC Mbs Gold Cash 20 3.500 20370501 3.	3.500	5/1/2037	36	94.210	34,374.30	Aaa	AAA	4.180	4.868	3.715	4.786	0.70		4.868
31307B2Y5 - FHLMC Pc Gold 15 Yr 2.500 20280501 2.	2.500	5/1/2028	6	95.680	6,057.21	Aaa	AAA	1.560	5.041	2.613	1.699	0.12	2.249	5.041
31329KW59 - FHLMC Umbs 20Y Fixed 3.000 20370801 3.	3.000	8/1/2037	10	91.310	8,957.85	Aaa	AAA	4.450	4.993	3.286	5.011	0.18	2.802	4.993
3132D6C24 - FHLMC Super 15y Fixed 4.000 20371101 4.	4.000	11/1/2037	61	96.890	59,731.10	Aaa	AAA	3.830	4.739	4.128	4.956	1.21	4.113	4.739
3132D6FN5 - Freddie Mac	5.500	12/1/2038	82	100.780	82,480.66	Aaa	AAA	2.450	5.297	5.457	4.704	1.67		5.297
3132D6FY1 - Freddie Mac	6.000	2/1/2039	34	101.600	34,452.92	Aaa	AAA	2.270	5.504	5.906	4.148	0.70		5.504
3138ELGM9 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	6/1/2028	6	96.870	6,005.93	Aaa	AAA	1.220	5.221	3.097	1.304	0.12	2.667	5.221
3138EPPE8 - FNMA Super Int 20 Year 4.000 20340601 4.	4.000	6/1/2034	14	96.620	13,463.36	Aaa	AAA	3.000	4.894	4.140	3.437	0.27	3.569	4.894
3138EPS70 - FNMA Pass-Thru 15yr	4.000	2/1/2029	2	98.400	1,546.74	Aaa	AAA	0.760	5.986	4.065	0.819	0.03	3.473	5.986

Alternate Investment Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield	Yield to Maturity
DESTC2 - City of Destin (Prices as of 03/28/2024)	3.279	10/12/2030	5,132	95.515	4,938,007.96			3.862	4.623	3.434	4.547	100.00	3.231	4.623
3138EQE81 - FNMA Pass-Thru Int 15 Year 4.000 20290501 4.	4.000	5/1/2029	4	98.390	3,724.13	Aaa	AAA	0.930	5.856	4.065	1.005	0.08	3.728	5.856
3138ERTL4 - FNMA Pass-Thru Int 15 Year 3.000 20311201 3.	3.000	12/1/2031	25	95.180	24,257.29	Aaa	AAA	2.260	4.835	3.152	2.488	0.49	2.884	4.835
3138WJLU0 - FNMA Umbs Int 20 Year 3.000 20361201 3.	3.000	12/1/2036	13	92.010	12,186.34	Aaa	AAA	4.340	4.889	3.261	4.822	0.25	2.658	4.889
3138WVW31 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	6/1/2028	9	96.250	8,351.75	Aaa	AAA	1.650	5.003	3.117	1.756	0.17	2.611	5.003
3140X5JP9 - FNMA Super Int 15 Year 3.500 20330301 3.	3.500	3/1/2033	47	96.530	45,676.61	Aaa	AAA	2.390	4.851	3.626	2.627	0.93	2.863	4.851
3140X6M73 - FNMA Super Int 15 Year 3.000 20330401 3.	3.000	4/1/2033	12	94.890	11,259.68	Aaa	AAA	2.650	4.713	3.162	2.814	0.23	2.564	4.713
3140X6RH6 - FNMA Super Int 15 Year 3.500 20330201 3.	3.500	2/1/2033	24	96.730	23,500.27	Aaa	AAA	2.060	4.899	3.618	2.296	0.48	2.960	4.899
3140X6WA5 - FNMA Super Int 15 Year 3.500 20350501 3.	3.500	5/1/2035	46	95.780	44,576.44	Aaa	AAA	2.920	4.827	3.654	3.243	0.90	4.827	
3140X6XR7 - FNMA Super Int 15 Year 3.500 20350301 3.	3.500	3/1/2035	30	96.000	28,790.37	Aaa	AAA	3.180	4.808	3.646	3.418	0.58	3.090	4.808
3140XJUA9 - FNMA Super Int 15 Year 4.500 20371201 4.	4.500	12/1/2037	19	98.420	19,244.29	Aaa	AAA	3.560	4.852	4.572	4.882	0.39	4.553	4.852
31410LHK1 - FNMA Pass-Thru Int 15 Year 3.000 20270701 3.	3.000	7/1/2027	4	96.930	3,984.06	Aaa	AAA	1.170	5.207	3.095	1.268	0.08	2.617	5.207
31418AF78 - FNMA Pass-Thru Int 20 Year 4.000 20320601 4.	4.000	6/1/2032	17	96.920	16,046.29	Aaa	AAA	2.800	4.923	4.127	3.167	0.32		4.923
31418BFZ4 - FNMA Pass-Thru Int 20 Year 4.000 20340801 4.	4.000	8/1/2034	20	96.720	19,122.94	Aaa	AAA	3.400	4.882	4.136	3.970	0.39	3.831	4.882
31418BTL0 - FNMA Pass-Thru Int 20 Year 3.500 20350801 3.	3.500	8/1/2035	37	94.730	34,911.52	Aaa	AAA	3.780	4.864	3.695	4.332	0.71	3.339	4.864
31418BYV2 - FNMA Umbs Int 20 Year 3.000 20360201 3.	3.000	2/1/2036	44	92.310	40,815.23	Aaa	AAA	4.020	4.851	3.250	4.534	0.83		4.851
31418CQM9 - FNMA Umbs Shrt 10 Year 3.000 20271001 3.	3.000	10/1/2027	16	96.690	15,867.50	Aaa	AAA	1.370	5.675	3.103	1.414	0.32	2.696	5.675
31418CTH7 - FNMA Pass-Thru Shrt 10 Year 3.500 20280101 3.	3.500	1/1/2028	6	97.670	5,976.30	Aaa	AAA	1.390	5.599	3.583	1.479	0.12	3.338	5.599
31418EHT0 - FNMA Umbs Int 15 Year 4.000 20370801 4.	4.000	8/1/2037	78	96.930	76,302.02	Aaa	AAA	3.800	4.750	4.127	4.868	1.55		4.750
31418ERN2 - Fannie Mae	5.000	4/1/2038	46	99.850	46,013.51	Aaa	AAA	2.990	5.022	5.008	4.964	0.93		5.022
31418ES84 - Fannie Mae	4.500	6/1/2038	43	98.420	42,950.37	Aaa	AAA	3.370	4.848	4.572	5.170	0.87		4.848
31418EUS7 - Fannie Mae	4.500	7/1/2038	48	98.420	46,969.90	Aaa	AAA	3.330	4.846	4.572	5.214	0.95		4.846
31418EVC1 - Fannie Mae	5.000	8/1/2038	46	99.850	45,615.73	Aaa	AAA	2.970	5.023	5.008	5.184	0.92		5.023
31418EVD9 - Fannie Mae	5.500	8/1/2038	41	100.780	41,849.89	Aaa	AAA	2.810	5.283	5.457	4.438	0.85		5.283
31418EW63 - Fannie Mae	5.000	10/1/2038	45	99.850	45,456.54	Aaa	AAA	2.880	5.024	5.008	5.290	0.92		5.024
31418EW71 - Fannie Mae	5.500	10/1/2038	65	100.780	66,160.59	Aaa	AAA	2.670	5.290	5.457	4.573	1.34		5.290
31418EX70 - Fannie Mae	5.500	11/1/2038	45	100.780	45,566.62	Aaa	AAA	2.610	5.293	5.457	4.622	0.92		5.293

Treasuries

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912810FG8 - United States Treas Bds 05.250% 02/15/29 05.250	5.250	2/15/2029	46	104.420	48,311.85	U.S./#Aaa	U.S.	4.277	4.238	5.028	4.888	0.98	4.571	4.238
9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	9/30/2024	216	98.480	214,974.17	U.S./#Aaa	U.S.	0.495	5.194	2.158	0.510	4.35	2.475	5.194
9128283F5 - United States Treas Nts 2.25%11/15/27 2.25%1	2.250	11/15/2027	103	93.020	96,663.74	U.S./#Aaa	U.S.	3.417	4.348	2.419	3.634	1.96	2.960	4.348
9128283W8 - United States Treas Nts 2.75%02/15/28 2.75%0	2.750	2/15/2028	51	94.400	48,305.83	U.S./#Aaa	U.S.	3.613	4.331	2.913	3.885	0.98	2.894	4.331
9128284R8 - United States Treas Nts 2.875%05/31/25 2.875%	2.875	5/31/2025	35	97.660	34,508.17	U.S./#Aaa	U.S.	1.134	4.946	2.944	1.175	0.70	2.839	4.946
9128284V9 - United States Treas Nts 2.875%08/15/28 2.875%	2.875	8/15/2028	16	94.430	15,161.88	U.S./#Aaa	U.S.	4.037	4.281	3.045	4.384	0.31	2.673	4.281
9128285M8 - United States Treas Nts 3.125%11/15/28 3.125%	3.125	11/15/2028	344	95.250	331,617.42	U.S./#Aaa	U.S.	4.232	4.265	3.281	4.636	6.72	2.766	4.265
912828M56 - United States Treas Nts 2.25%11/15/25 2.25%1	2.250	11/15/2025	52	96.060	50,381.91	U.S./#Aaa	U.S.	1.573	4.787	2.342	1.636	1.02	2.897	4.787
912828YS3 - United States Treas Nts 1.75%11/15/29 1.75%1	1.750	11/15/2029	263	88.050	233,265.83	U.S./#Aaa	U.S.	5.236	4.151	1.988	5.636	4.72	1.710	4.151
91282CBH3 - United States Treas Nts 0.375%01/31/26 0.375%	0.375	1/31/2026	41	92.460	37,932.68	U.S./#Aaa	U.S.	1.794	4.692	0.406	1.847	0.77	0.488	4.692
91282CDJ7 - United States Treas Nts 1.375%11/15/31 1.375%	1.375	11/15/2031	275	81.680	226,012.00	U.S./#Aaa	U.S.	7.050	4.206	1.683	7.634	4.58	1.802	4.206
91282CDQ1 - United States Treas Nts 1.25%12/31/26 1.25%1	1.250	12/31/2026	70	91.810	64,478.54	U.S./#Aaa	U.S.	2.652	4.437	1.362	2.762	1.31	3.107	4.437
91282CEE7 - United States Treas Nts 2.375%03/31/29 2.375%	2.375	3/31/2029	53	91.650	49,193.56	U.S./#Aaa	U.S.	4.614	4.243	2.591	5.008	1.00	3.923	4.243
91282CEP2 - United States Treas Nts 2.875%05/15/32 2.875%	2.875	5/15/2032	105	90.790	96,440.80	U.S./#Aaa	U.S.	7.086	4.225	3.167	8.132	1.95	3.409	4.225
91282CEX5 - United States Treas Nts 3%06/30/24 3%06/3	3.000	6/30/2024	226	99.420	226,328.32	U.S./#Aaa	U.S.	0.252	5.238	3.018	0.258	4.58	3.539	5.238
91282CFV8 - United States Treas Nts 4.125%11/15/32 4.125%	4.125	11/15/2032	281	99.320	283,356.32	U.S./#Aaa	U.S.	7.175	4.219	4.153	8.636	5.74	3.575	4.219
91282CGM7 - United States Treas Nts 3.5%02/15/33 3.5%02	3.500	2/15/2033	200	94.710	190,227.68	U.S./#Aaa	U.S.	7.494	4.220	3.695	8.888	3.85	3.452	4.220
91282CGS4 - United States Treas Nts 3.625%03/31/30 3.625%	3.625	3/31/2030	50	96.800	49,291.39	U.S./#Aaa	U.S.	5.306	4.234	3.745	6.008	1.00	3.631	4.234
91282CJN2 - US Treasury N/B	4.375	11/30/2028	48	100.530	48,937.19	U.S./#Aaa	U.S.	4.173	4.248	4.352	4.677	0.99	4.284	4.248
91282CKC4 - US Treasury N/B	4.250	2/28/2031	49	100.170	49,241.75	U.S./#Aaa	U.S.	5.925	4.221	4.243	6.923	1.00	4.273	4.221

Debt Service Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield	Yield to Maturity
DESTCI - City of Destin (Prices as of 03/28/2024)	2.847	11/23/2027	2,653	98.043	2,611,189.59			1.321	5.020	2.905	1.428	100.00	3.001	5.020
Cash														
-														
CASHCASH6 - OPENING BALANCE	0.000	4/1/2024	38	100.000	38,434.39	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.011	1.47	0.000	0.000
ABS														
-														
05522RDH8 - Bank of America Credit Card Trust	4.980	11/15/2026	25	100.240	25,104.96	Aaa		2.400	4.941	4.968	2.619	0.96		4.941
12598LAC0 - Cnh Equipment Tr 2021-C 20261215 0.81000 a-3	0.810	12/15/2026	32	96.860	30,567.97	Aaa	AAA	0.680	5.432	0.836	0.710	1.17		5.432
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	7/15/2027	49	97.550	48,318.08		AAA	0.930	5.549	3.014	0.981	1.85	2.941	5.549
14041NFW6 - COMET 2021-A1 A1 0.55% 07/15/2026	0.550	7/15/2026	11	98.530	10,840.48		AAA	0.280	5.684	0.558	0.285	0.42	0.551	5.684
14041NfZ9 - COMET 2022-A1 A1 2.8% 03/15/2027	2.800	3/15/2027	53	97.610	51,786.89		AAA	0.910	5.437	2.869	0.953	1.98		5.437
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	6/15/2026	38	97.250	37,426.62	Aaa	AAA	0.520	6.055	0.566	0.529	1.43	0.553	6.055
233869AC0 - DTRT 2022-1 A3 5.23% 02/17/2026	5.230	2/15/2026	37	99.690	36,712.61	Aaa		0.620	5.726	5.246	0.649	1.41		5.726
254683CX1 - Discover Card Exe Tr 2022-4 20271015 0.00000 a	5.030	10/15/2027	50	99.810	49,995.82		AAA	1.440	5.242	5.040	1.537	1.91	5.033	5.242
34528QHF4 - Ford Credit Mstr Tr a 19-4 20260915 2.44000 a	2.440	9/15/2026	38	98.600	37,501.48	Aaa	AAA	0.440	5.608	2.475	0.452	1.44		5.608
41285JAD0 - HDMOT 2023-A A3 5.05% 12/15/2027	5.050	9/15/2027	32	99.640	31,943.16	Aaa		1.390	5.304	5.068	1.436	1.22	5.052	5.304
43813GAC5 - HAROT 2021-1 A3 0.27% 04/21/2025	0.270	3/1/2025	6	99.430	5,947.43	Aaa	AAA	0.100	5.834	0.272	0.107	0.23		5.834
43813KAC6 - Honda Auto Recv 2020-3 A3	0.370	10/18/2024	1	100.000	586.90		AAA			0.370	0.559	0.02		
448977AD0 - Hyundai Auto Rec Tr 2022-a 20261015 0.00000 a-3	2.220	10/15/2026	42	97.850	41,570.27		AAA	0.640	5.706	2.269	0.658	1.59	2.221	5.706
47787JAC2 - John Deere Owner Tr 2022 20260915 0.00000 a-3	2.320	9/15/2026	37	97.900	36,058.55	Aaa		0.640	5.699	2.370	0.666	1.38	2.325	5.699
47800CAC0 - JDOT 2023-A A3 5.01% 11/15/2027	5.010	11/15/2027	26	99.710	25,971.64	Aaa		1.460	5.309	5.025	1.562	0.99	5.014	5.309
587918AD5 - Mercedes-Benz Auto Receivables Trust	4.800	1/15/2029	50	99.570	49,871.67	Aaa	AAA	2.270	5.033	4.821	2.474	1.91		5.033
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	7	98.320	6,944.93	Aaa	AAA	0.300	5.797	0.336	0.318	0.27	0.330	5.797
92348KAD5 - Verizon Master Tr 2021-2 20280420 0.00000 a	0.990	4/20/2028	18	97.520	17,557.56		AAA	1.000	3.471	1.015	1.036	0.67		3.471
92348KAH6 - Verizon Master Trust 2022-2 20280720 0.00000 a	1.530	7/20/2028	62	96.870	60,080.48	Aaa	AA+	1.210	4.117	1.579	1.258	2.30	1.534	4.117
92348KAS2 - Verizon Master Trust 2022-4 20281120 0.00000 a	3.400	11/20/2028	52	97.810	50,900.49	Aaa		1.630	5.025	3.476	1.729	1.95		5.025
92808VAA0 - Virginia Power Fuel Sec	5.088	5/1/2027	25	98.600	24,805.47	Aaa	AAA	1.648	5.258	5.160	3.093	0.95	5.088	5.258
Agencies														
-														
3130AV7L0 - Federal Home Loan Banks Cons Bd 25 Cons B	5.000	2/28/2025	35	99.860	35,096.83	Aaa	AAA	0.885	5.153	5.007	0.923	1.34	5.066	5.153
3130AYPN0 - Federal Home Loan Bank	4.125	1/15/2027	75	99.170	74,884.53	Aaa	AAA	2.604	4.443	4.160	2.803	2.87	4.201	4.443
3134GVB31 - Federal Home Ln Mtg Corp Call 0.75%052825 Call 0	0.750	5/28/2025	56	95.240	53,474.40	Aaa	AAA	1.135	5.000	0.787	1.167	2.05	4.185	5.000
3134GXR63 - Federal Home Ln Mtg Corp Call 4.05%082825 Call 4	4.050	8/28/2025	78	98.770	77,286.30	Aaa	AA+	1.356	4.958	4.100	1.419	2.96	4.553	4.958
3135G0V75 - Federal Natl Mtg Assn Fr 1.75%070224 Fr 1.7	1.750	7/2/2024	105	99.090	104,483.46	Aaa	AA+	0.255	5.261	1.766	0.263	4.00	1.600	5.261
742651DX7 - Private Export Funding Corp. 1.75% Snr Sec Pidi Nts 15/11/20	1.750	11/15/2024	38	97.780	37,402.08	Aaa	AAA	0.614	5.374	1.790	0.636	1.43	2.584	5.374
CMBS														
-														
3137BGK24 - FHLMC Remic Series K-043 20241225 3.06200 a-2	3.062	12/1/2024	19	98.280	18,352.29	Aaa	AAA	0.640	5.410	3.116	0.666	0.70		5.410
3137BLMY1 - FHLMC Remic Series K-049 20250325 2.47500 a-1	2.475	3/1/2025	0	99.610	288.92	Aaa	AAA			2.485	0.926	0.01	1.440	
3137FARE0 - FHLMC Remic Series K-727 20240725 2.94600 a-2	2.946	7/1/2024	34	99.260	34,314.29	Aaa	AAA	0.250	5.532	2.968	0.252	1.31		5.532
CMO														
-														
3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	8/1/2026	5	97.740	5,180.69	Aaa	AAA	0.660	5.536	2.558	0.707	0.20		5.536
3136A6AA2 - FNMA Remic Trust 2012-52 20270525 2.00000 Da	2.000	5/1/2027	25	96.070	24,263.99	Aaa	AAA	1.110	5.481	2.082	1.153	0.93		5.481
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	8/1/2032	26	92.120	23,699.70	Aaa	AAA	2.760	5.006	2.171	2.964	0.91		5.006
3136AHHB9 - FNMA Remic Trust 2013-124 20281225 2.50000 Bd	2.500	12/1/2028	1	97.560	1,026.30	Aaa	AA+	0.650	5.373	2.563	0.693	0.04		5.373
3136AYRS4 - FNMA Remic Trust 2017-91 20450625 3.00000 Pc	3.000	6/1/2045	53	95.660	50,602.65	Aaa	AAA	2.010	5.197	3.136	2.085	1.94		5.197
3137AJYG3 - FHLMC Remic Series 3973 20261215 2.50000 Pd	2.500	12/1/2026	20	96.710	19,702.83	Aaa	AA+	1.090	5.419	2.585	1.153	0.75		5.419
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	5/1/2028	6	95.040	6,112.31	Aaa	AAA	1.360	5.196	1.841	1.460	0.23		5.196
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	3/1/2033	4	98.010	3,677.24	Aaa	AAA	0.760	5.795	3.061	0.732	0.14		5.795
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/1/2028	20	95.380	19,066.69	Aaa	AAA	1.380	5.206	2.097	1.460	0.73		5.206
3137BVXR2 - FHLMC Remic Series 4661 20430515 3.00000 Ha	3.000	5/1/2043	24	98.490	23,937.83	Aaa	AAA	0.450	5.425	3.046	0.488	0.92		5.425
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	6/1/2033	8	97.990	7,945.76	Aaa	AA+	0.920	5.642	3.699	0.877	0.30	3.152	5.642
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	2/1/2035	2	100.510	1,699.23	Aaa	AAA	2.400	4.885	5.472	2.712	0.07		4.885
31398SRE5 - FNMA Remic Trust 2010-137 20251225 2.50000 Cj	2.500	12/1/2025	0	97.560	391.80	Aaa	AA+	0.700	5.466	2.563	0.753	0.02	2.500	5.466
38380YR49 - Government National Mortgage Association	3.500	5/1/2045	59	96.880	57,502.16	Aaa	AAA	1.390	5.480	3.613	1.515	2.20		5.480

Debt Service Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield	Yield to Maturity
DESTCI - City of Destin (Prices as of 03/28/2024)	2.847	11/23/2027	2,653	98.043	2,611,189.59			1.321	5.020	2.905	1.428	100.00	3.001	5.020
38384JZW7 - Government National Mortgage Association	5.500	12/1/2028	52	99.790	51,741.17	Aaa	AAA	3.000	5.410	5.512	3.199	1.98		5.410
MBS														
-														
3128MFDL9 - FHLMC Giant Mbs Gold Comb 15 3.500 20320701 3.	3.500	7/1/2032	47	96.380	45,799.43	Aaa	AAA	2.650	4.834	3.631	2.984	1.75	3.111	4.834
3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	5/1/2033	16	94.150	15,270.48	Aaa	AAA	3.170	4.871	3.186	3.298	0.58	2.529	4.871
3138AS5A6 - FNMA Umbs Int 15 Year 3.500 20260901 3.	3.500	9/1/2026	32	97.870	31,062.59	Aaa	AAA	0.970	5.804	3.576	1.047	1.19	3.954	5.804
3138EP2P8 - FNMA Super Int 15 Year 4.000 20290701 4.	4.000	7/1/2029	50	97.850	48,664.14	Aaa	AAA	1.770	5.029	4.088	1.959	1.86	3.374	5.029
3138ERB90 - FNMA Super Int 15 Year 3.500 20310201 3.	3.500	2/1/2031	10	96.600	9,995.86	Aaa	AAA	2.340	4.892	3.623	2.510	0.38		4.892
3138WCC27 - FNMA Umbs Int 15 Year 3.500 20290701 3.	3.500	7/1/2029	15	96.900	14,632.34	Aaa	AAA	1.930	4.956	3.612	2.110	0.56	2.805	4.956
3138WJGA0 - FNMA Umbs Int 15 Year 2.500 20311101 2.	2.500	11/1/2031	3	93.410	3,070.96	Aaa	AAA	2.850	4.724	2.676	2.937	0.12	2.055	4.724
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/1/2030	18	91.460	16,139.07	Aaa	AAA	2.640	5.056	1.640	2.753	0.62	1.240	5.056
3140XF3M1 - FNMA Super Int 20 Year 4.500 20381101 4.	4.500	11/1/2038	40	98.370	39,173.19	Aaa	AAA	2.350	4.987	4.575	2.660	1.50	4.131	4.987
31417YTV9 - FNMA Pass-Thru Int 20 Year 4.000 20301101 4.	4.000	11/1/2030	16	97.260	15,223.92	Aaa	AAA	2.320	4.959	4.113	2.641	0.58		4.959
31418CG99 - FNMA Umbs Int 20 Year 3.500 20370301 3.	3.500	3/1/2037	3	94.170	3,268.16	Aaa	AAA	4.220	4.865	3.717	4.808	0.13	3.100	4.865
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	7/1/2032	15	94.470	14,485.57	Aaa	AAA	2.990	4.882	3.176	3.145	0.55	2.531	4.882
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	5/1/2031	13	91.050	11,888.91	Aaa	AAA	2.800	4.884	1.647	2.904	0.46	1.265	4.884
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	4/1/2031	5	96.680	5,122.80	Aaa	AAA	2.130	4.937	3.620	2.159	0.20	2.851	4.937
83164MP94 - Sba Pc Var Qtrly Adj 5.250 20281225 5.	6.250	11/1/2028	13	100.130	13,371.47	Aaa	AAA	0.190	5.586	6.242	1.956	0.51		5.586
Treasuries														
-														
9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	9/30/2024	130	98.480	129,382.61	U.S./#Aaa	U.S.	0.495	5.194	2.158	0.510	4.95	1.429	5.194
91282CCG4 - United States Treas Nts 0.25%06/15/24 0.25%0	0.250	6/15/2024	164	98.950	162,394.50	U.S./#Aaa	U.S.	0.210	5.165	0.253	0.216	6.22	1.569	5.165
91282CDN8 - United States Treas Nts 1%12/15/24 1%12/1	1.000	12/15/2024	189	97.120	184,093.85	U.S./#Aaa	U.S.	0.697	5.147	1.030	0.718	7.05	1.506	5.147
91282CEQ0 - United States Treas Nts 2.75%05/15/25 2.75%0	2.750	5/15/2025	20	97.580	19,718.47	U.S./#Aaa	U.S.	1.092	4.972	2.818	1.132	0.76	4.068	4.972
91282CFP1 - United States Treas Nts 4.25%10/15/25 4.25%1	4.250	10/15/2025	22	99.180	22,241.12	U.S./#Aaa	U.S.	1.478	4.804	4.285	1.551	0.85	3.922	4.804
91282CHB0 - US Treasury N/B	3.625	5/15/2026	120	98.020	119,225.38	U.S./#Aaa	U.S.	2.017	4.609	3.698	2.132	4.57	4.108	4.609
91282CHU8 - US Treasury N/B	4.375	8/15/2026	156	99.620	156,194.70	U.S./#Aaa	U.S.	2.232	4.543	4.392	2.384	5.98	4.506	4.543
91282CKA8 - US Treasury N/B	4.125	2/15/2027	80	99.160	79,708.77	U.S./#Aaa	U.S.	2.682	4.437	4.160	2.888	3.05	4.402	4.437

Emergency Operating Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield	Yield to Maturity
DESTC1 - City Of Destin (Prices as of 03/28/2024)	3.080	4/1/2027	3,783	97.721	3,714,013.82			1.551	4.925	3.154	1.683	100.00	3.130	4.925
Cash														
CASHCASH6 - OPENING BALANCE	0.000	4/1/2024	80	100.000	80,198.43	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.011	2.16	0.000	0.000
ABS														
05522RDH8 - Bank of America Credit Card Trust	4.980	11/15/2026	34	100.240	34,142.74	Aaa		2.400	4.941	4.968	2.619	0.92		4.941
12660DAC1 - Cnh Equipment Tr 2022-a 20270715 0.00000 a-3	2.940	7/15/2027	67	97.550	65,639.66		AAA	0.930	5.549	3.014	0.981	1.77	2.941	5.549
14044EAD0 - Capital One Prime Auto Receivables Trust	5.820	3/15/2027	33	101.420	33,537.96	Aaa		1.930	5.132	5.739	2.101	0.90		5.132
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	6/15/2026	52	97.250	50,954.33	Aaa	AAA	0.520	6.055	0.566	0.529	1.37	0.553	6.055
233869AC0 - DTRT 2022-1 A3 5.23% 02/17/2026	5.230	2/15/2026	51	99.690	51,204.44	Aaa		0.620	5.726	5.246	0.649	1.38		5.726
254683CX1 - Discover Card Exe Tr 2022-4 20271015 0.00000 a	5.030	10/15/2027	39	99.810	38,996.74		AAA	1.440	5.242	5.040	1.537	1.05	5.033	5.242
41285JAD0 - HDMOT 2023-A A3 5.05% 12/15/2027	5.050	9/15/2027	45	99.640	44,920.06	Aaa		1.390	5.304	5.068	1.436	1.21	5.052	5.304
43813GAC5 - HAROT 2021-1 A3 0.27% 04/21/2025	0.270	3/1/2025	8	99.430	8,384.91	Aaa	AAA	0.100	5.834	0.272	0.107	0.23	0.270	5.834
448977AD0 - Hyundai Auto Rec Tr 2022-a 20261015 0.00000 a-3	2.220	10/15/2026	58	97.850	57,257.15		AAA	0.640	5.706	2.269	0.658	1.54	2.221	5.706
47787JAC2 - John Deere Owner Tr 2022 20260915 0.00000 a-3	2.320	9/15/2026	51	97.900	49,665.56	Aaa		0.640	5.699	2.370	0.666	1.34	2.325	5.699
47788UAC6 - John Deere Owner Tr 2021 20250915 0.00000 a-3	0.360	9/15/2025	22	98.740	21,973.46	Aaa		0.230	6.563	0.365	0.238	0.59		6.563
47800CAC0 - JDOT 2023-A A3 5.01% 11/15/2027	5.010	11/15/2027	72	99.710	71,921.46	Aaa		1.460	5.309	5.025	1.562	1.94	5.014	5.309
587918AD5 - Mercedes-Benz Auto Receivables Trust	4.800	1/15/2029	68	99.570	67,825.47	Aaa	AAA	2.270	5.033	4.821	2.474	1.83		5.033
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	23	98.320	22,728.87	Aaa	AAA	0.300	5.797	0.336	0.318	0.61	0.330	5.797
92348KAH6 - Verizon Master Trust 2022-2 20280720 0.00000 a	1.530	7/20/2028	72	96.870	69,770.88	Aaa	AAA	1.210	4.117	1.579	1.258	1.88	1.534	4.117
92348KAS2 - Verizon Master Trust 2022-4 20281120 0.00000 a	3.400	11/20/2028	72	97.810	70,477.60	Aaa		1.630	5.025	3.476	1.729	1.90		5.025
92808VAA0 - Virginia Power Fuel Sec	5.088	5/1/2027	34	98.600	33,735.43	Aaa	AAA	1.648	5.258	5.160	3.093	0.91	5.088	5.258
Agencies														
3130AYPN0 - Federal Home Loan Bank	4.125	1/15/2027	105	99.170	104,838.34	Aaa	AAA	2.604	4.443	4.160	2.803	2.82	4.201	4.443
3133EN4N7 - Federal Farm Credit Banks Bds Usd (Sec Regd)	4.250	12/20/2024	71	99.370	71,374.13	Aaa	AAA	0.707	5.134	4.277	0.732	1.92	4.330	5.134
3134GVB31 - Federal Home Ln Mtg Corp Call 0.75%052825 Call 0	0.750	5/28/2025	78	95.240	74,482.20	Aaa	AAA	1.135	5.000	0.787	1.167	2.01	4.185	5.000
3134GXNM2 - Freddie Mac	2.670	3/25/2027	77	94.850	73,051.63	Aaa	AA+	2.819	4.530	2.815	2.992	1.97	4.415	4.530
3134GXRG63 - Federal Home Ln Mtg Corp Call 4.05%082825 Call 4	4.050	8/28/2025	108	98.770	107,011.80	Aaa	AA+	1.356	4.958	4.100	1.419	2.88	4.553	4.958
742651DX7 - Private Export Funding Corp. 1.75% Snr Sec Pidi Nts 15/11/20	1.750	11/15/2024	72	97.780	70,867.10	Aaa	AAA	0.614	5.374	1.790	0.636	1.91	1.766	5.374
880591ER9 - Tennessee Valley Auth Sr Nt 2.875%24 Sr Nt	2.875	9/15/2024	122	98.850	120,723.66	Aaa	AA+	0.452	5.411	2.908	0.468	3.25	3.880	5.411
CMBS														
3137BGK24 - FHLMC Remic Series K-043 20241225 3.06200 a-2	3.062	12/1/2024	36	98.280	35,738.67	Aaa	AAA	0.640	5.410	3.116	0.666	0.96		5.410
3137BRQH1 - FHLMC Remic Series K-057 20250625 2.20600 a-1	2.206	6/1/2025	31	98.220	30,791.88	Aaa	AAA	0.500	5.595	2.246	0.515	0.83		5.595
CMO														
3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	8/1/2026	14	97.740	13,804.24	Aaa	AAA	0.660	5.536	2.558	0.707	0.37		5.536
3136A6AA2 - FNMA Remic Trust 2012-52 20270525 2.00000 Da	2.000	5/1/2027	51	96.070	48,710.43	Aaa	AAA	1.110	5.481	2.082	1.153	1.31		5.481
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	8/1/2032	85	92.120	78,725.23	Aaa	AAA	2.760	5.006	2.171	2.964	2.12		5.006
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	5/1/2028	24	95.040	22,429.51	Aaa	AAA	1.360	5.196	1.841	1.460	0.60		5.196
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	3/1/2033	12	98.010	12,246.22	Aaa	AAA	0.760	5.795	3.061	0.732	0.33		5.795
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/1/2028	55	95.380	52,608.50	Aaa	AAA	1.380	5.206	2.097	1.460	1.42		5.206
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	6/1/2033	16	97.990	16,212.21	Aaa	AA+	0.920	5.642	3.699	0.877	0.44	3.152	5.642
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	2/1/2035	8	100.510	7,711.30	Aaa	AAA	2.400	4.885	5.472	2.712	0.21		4.885
31397QLT3 - FNMA Remic Trust 2011-4 20400425 3.00000 Pk	3.000	4/1/2040	0	99.570	190.58	Aaa	AA+			3.013	0.000	0.01		
38374LY3 - GNMA Remic Trust 2005-74 20350916 7.50000 Hb	7.500	9/1/2035	8	101.490	8,448.03	Aaa	AA+	0.990	5.434	7.390	1.112	0.23	6.848	5.434
38384JZW7 - Government National Mortgage Association	5.500	12/1/2028	91	99.790	91,542.08	Aaa	AAA	3.000	5.410	5.512	3.199	2.46		5.410
MBS														
3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	5/1/2033	54	94.150	50,769.37	Aaa	AAA	3.170	4.871	3.186	3.298	1.37	2.529	4.871
3128MMRL9 - FHLMC Giant Mbs Gold Comb 15 3.500 20281101 3.	3.500	11/1/2028	71	97.090	68,819.10	Aaa	AAA	1.760	4.985	3.605	1.885	1.85	3.885	4.985
3128MMVM2 - FHLMC Giant Mbs Gold Comb 15 2.500 20311101 2.	2.500	11/1/2031	48	93.350	45,114.80	Aaa	AAA	2.810	4.707	2.678	2.915	1.21	2.067	4.707
3132A8SY6 - FHLMC Super 15y Fixed 3.000 20320101 2.	2.000	1/1/2032	22	91.890	20,381.75	Aaa	AAA	2.820	4.672	2.177	2.921	0.55	1.622	4.672
3140X7WA3 - FNMA Super Int 15 Year 2.500 20350201 2.	2.500	2/1/2035	9	93.980	8,752.10	Aaa	AAA	2.360	4.897	2.660	2.499	0.24	2.153	4.897
3140X8BF3 - FNMA Super Int 15 Year 4.000 20340601 4.	4.000	6/1/2034	20	97.530	19,885.62	Aaa	AAA	2.650	4.867	4.101	2.942	0.54	3.499	4.867
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/1/2030	60	91.460	54,775.01	Aaa	AAA	2.640	5.056	1.640	2.753	1.47	1.240	5.056
31418CG99 - FNMA Umbs Int 20 Year 3.500 20370301 3.	3.500	3/1/2037	16	94.170	15,251.40	Aaa	AAA	4.220	4.865	3.717	4.808	0.41	3.100	4.865
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	7/1/2032	57	94.470	54,320.87	Aaa	AAA	2.990	4.882	3.176	3.145	1.46	2.531	4.882
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	5/1/2031	72	91.050	65,929.42	Aaa	AAA	2.800	4.884	1.647	2.904	1.78	1.265	4.884
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	4/1/2031	15	96.680	14,799.20	Aaa	AAA	2.130	4.937	3.620	2.159	0.40	2.851	4.937

Emergency Operating Fund

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight	Book Yield	Yield to Maturity
DESTC1 - City Of Destin (Prices as of 03/28/2024)	3.080	4/1/2027	3,783	97.721	3,714,013.82			1.551	4.925	3.154	1.683	100.00	3.130	4.925
83164MP94 - Sba Pc Var Qtrly Adj 5.250 20281225 5.	6.250	11/1/2028	60	100.130	60,171.58	Aaa	AAA	0.190	5.586	6.242	1.956	1.62		5.586
<u>Treasuries</u>														
-														
9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	9/30/2024	213	98.480	211,988.43	U.S./#Aaa	U.S.	0.495	5.194	2.158	0.510	5.71	1.172	5.194
91282CCG4 - United States Treas Nts 0.25%06/15/24 0.25%0	0.250	6/15/2024	18	98.950	17,823.79	U.S./#Aaa	U.S.	0.210	5.165	0.253	0.216	0.48	0.453	5.165
91282CDN8 - United States Treas Nts 1%12/15/24 1%12/1	1.000	12/15/2024	252	97.120	245,458.47	U.S./#Aaa	U.S.	0.697	5.147	1.030	0.718	6.61	0.980	5.147
91282CEQ0 - United States Treas Nts 2.75%05/15/25 2.75%0	2.750	5/15/2025	27	97.580	26,619.94	U.S./#Aaa	U.S.	1.092	4.972	2.818	1.132	0.72	4.068	4.972
91282CFP1 - United States Treas Nts 4.25%10/15/25 4.25%1	4.250	10/15/2025	114	99.180	115,249.42	U.S./#Aaa	U.S.	1.478	4.804	4.285	1.551	3.10	4.200	4.804
91282CHB0 - US Treasury N/B	3.625	5/15/2026	293	98.020	291,108.62	U.S./#Aaa	U.S.	2.017	4.609	3.698	2.132	7.84	4.162	4.609
91282CHU8 - US Treasury N/B	4.375	8/15/2026	297	99.620	297,370.68	U.S./#Aaa	U.S.	2.232	4.543	4.392	2.384	8.01	4.447	4.543
91282CKA8 - US Treasury N/B	4.125	2/15/2027	115	99.160	114,581.36	U.S./#Aaa	U.S.	2.682	4.437	4.160	2.888	3.09	4.402	4.437

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James Camp, CFA

Managing Director and
Portfolio Manager

Burton Mulford, CFA

Portfolio Manager

Joseph Jackson, CFA

Portfolio Co-Manager

Sheila King, CFA

Portfolio Co-Manager

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Market Overview^{1,2}

The bond market, as measured by the Bloomberg U.S. Aggregate Bond Index, fell -0.78% during the first quarter. The negative return mainly resulted from the sharp rise in interest rates in February, with only a partial retracement in March. Yields along the U.S. Treasury curve have trended higher since the beginning of the year as the broader market re-evaluates the future path of monetary policy. The yield on the benchmark 10-year U.S. Treasury note increased 32 basis points from 3.88% in December to 4.20% at the end of March.

Portfolio Review^{1,2}

Taxable Portfolios

Investment-grade corporate bonds, as measured by the Bloomberg U.S. Corporate Bond Index, fell -0.40% during the quarter. Again, the negative quarterly performance was predominately driven by a sharp rise in interest rates, which more than offset positive corporate credit spread tightening during the quarter. The average corporate credit spread moved 9 basis points lower from 0.99% at the end of December to 0.90% by the end of March, the lowest spread level since November 2021. Spreads were relatively resilient throughout the quarter, anchored by a healthy earnings reporting cycle and a broader risk-on rally. Corporate spreads also proved robust as record-setting first quarter investment-grade corporate bond new issuance of \$529.8 billion was sought after and easily digested by investors.

Corporate bonds outperformed all other major taxable fixed-income sectors on a total return basis and outperformed U.S. Treasuries on a duration-adjusted basis. Government-related securities and securitized products

(asset-backed, mortgage-backed, and commercial mortgage-backed securities) posted negative total returns during the quarter and mixed results relative to Treasuries with securitized products outperforming.

Tax-sensitive Portfolios

Municipal bond performance was flat in March, with the Bloomberg Municipal Bond Index at 0.00%. This brought the index's return for the first quarter of 2024 to -0.39%. Over the quarter, total return performance was mixed across the curve, with the Bloomberg 1-year Municipal Bond Index up 0.11%, the 5-year index down -0.37%, the 10-year index down -0.54%, the 15-year index down -0.05%, and the 22+ year index down -0.75%. Municipals underperformed U.S. Treasuries by 0.57 percentage points over the quarter, with Treasuries down -0.96%. Municipals have been in a sideways market, with prices range-bound due to underwhelming supply and less volatility in the market. Despite the richness of municipal bonds, demand remains strong and fund flows into municipal bonds have remained positive.

AAA municipal general obligation bond to Treasury ratios decreased across the curve over the quarter with the 1-year, 10-year, and 30-year ratios cheapening by roughly 9 percentage points (pp), 1 pp, and 2 pp, ending the quarter at 63%, 60%, and 86%, respectively. Despite the richness, we believe there is still value for investors who may want to consider locking in tax-efficient income from coupon payments. As of the end of March, the Municipal Bond Index's yield-to-worst was 3.49%, a tax-equivalent yield of 5.9%. Yield-to-worst for the 7-year and 15-year benchmarks was 3.05% and 3.46%,

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respectively. Given the relative richness of the market, we will focus on reinvesting bond proceeds in the longer portion of the curve, where we believe there is more value. In addition, we will look for opportunities in the market to sell credits that we believe are at peak prices and/or showing weakness in their credit fundamentals.

Net municipal bond funds were positive in March with net inflows of \$1.7 billion, bringing year-to-date net inflows to \$3.6 billion. New issuance in March totaled \$35.3 billion, bringing year-to-date issuance to \$99.1 billion — up 24% year over year and 10% above the 10-year average. The increase in supply was driven primarily by tax-exempt issuance, up 42% year over year at \$93.8 billion. Taxable municipal issuance totaled \$5.3 billion, down 62% year over year. There remains a supply and demand imbalance, and as a result most larger investment-grade deals are oversubscribed in the primary market and often re-priced at higher prices. As a result, we expect prices to remain relatively expensive and range-bound over the next couple of months. While we anticipate April will see similar supply figures in the range of \$30 billion to \$35 billion, we do not anticipate seeing a material increase in sales until there is more clarity on rates.

Credit quality remains strong for the majority of sectors, with both S&P and Moody's reporting upgrades exceeding downgrades by 4.2x and 3.6x in 2023, respectively. The preponderance of upgrades is due to continued economic stability and strengthening of finances, particularly in the local government sector. As discussed in prior commentaries, we remain cautious within the healthcare and higher education sectors as both experienced significant margin compressions in 2023 due to higher labor and supply costs. As inflation comes down, we expect expenses to moderate, which should

bring revenues and expenses into balance. For these two sectors, both credit agencies reported downgrades exceeding upgrades. We will follow these sectors and others, adjusting our holdings as necessary.

Outlook^{1,2}

Economic developments in the first quarter do not warrant a shift in our outlook. Growth-oriented data is mixed, but healthy overall. Without economic activity undergoing meaningful distress, it is unlikely inflation will moderate to the Fed's 2% mandate. Markets continue to move more in line with this reality that we've long advocated, which is higher for longer. The Fed fund futures market's lofty expectations have been whittled away with traders now teetering on pricing in only two rate cuts by the end of the year.

Economic data reported so far during the quarter indicates that while real gross domestic product (GDP) growth will slow, the economy remains on solid footing. Slower GDP growth will be mostly a reflection of weak goods consumption and softer business activity in January and February. However, waning demand for goods was to be expected following stronger than expected holiday-induced spending. More recent data would suggest business activity is experiencing a rebound. For example, the Institute for Supply Management (ISM) manufacturing Purchasing Managers Index (PMI) accelerated into expansionary territory in the March reading, driven by the new orders component and the production component. The key is that any deceleration in growth is not significant enough to alleviate sticky inflation.

Meanwhile, several supply-side pressures are brewing that will also help keep inflation persistently above the U.S. Federal Reserve's (Fed's) mandate. Escalating tensions in the Middle East and anticipated tighter energy

supply continue to put oil on an upward trajectory. West Texas Intermediate crude oil is up 16.1% since the beginning of the year and contributed to February's higher than expected Consumer Price Index (CPI) and Producer Price Index (PPI) readings. Owners' equivalent of rent (OER) continues to get a lot of attention for helping the disinflation story as OER tends to follow the rate of change in home prices lower. However, there have been previous breakdowns in the relationship between OER and the rate of change in home prices, and considering that actual home prices remain close to all-time highs, there's no guarantee that OER will decline as much as inflation observers hope. Additionally, shipping costs, while off recent highs, have been accelerating higher for nearly seven months and have jumped considerably in the last four months as disruptions such as the conflict in the Red Sea and the Baltimore bridge collapse alter shipping logistics. These concerns are all expected to channel into inflation data in the months ahead, coincidentally at a time when inflation base effects (or "comps") continue to ease, increasing the probability of inflation coming in higher than expected, especially toward the end of the year.

Following the onset of the Fed's hiking regime in March 2022, tighter credit conditions, increasing/tougher comps, and easing labor market tightness helped launch a relatively straightforward disinflationary path. Then, in the second half of 2023, inflation data re-accelerated and disinflation momentum tempered. The inflation pathway for 2024 does not look too different as it did in the final months of 2023 as previously mentioned headwinds on the horizon could further suspend disinflation, warranting our call for higher for longer rates.

Fedspeak continues to be a bit ambiguous

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as Fed Chair Jerome Powell proclaims it is appropriate to begin lowering rates “at some point this year,” while simultaneously acknowledging the committee needs further evidence that inflation can sustainably attain the Fed’s 2% target. Some Fed officials have recently garnered attention by calling for a single rate cut this year, or even none at all, with inflation now trending sideways for the past eight months. Our estimates are more in line with the latter belief.

There is, however, one argument for starting rate cuts this year that resonates with us. It’s the position that while Fed officials

may have previously accepted the idea of having to cause a recession (i.e., increase unemployment) to tame inflation back in 2022 when CPI was speeding toward 9%, now that so much progress has been made, it doesn’t make sense to cause a recession just to achieve the “last mile.” This argument rests on more cracks forming in the labor market, yet so far, jobless claims suggest no imminent concern.

These dynamics mean U.S. Treasury volatility will remain elevated with plenty of data points to support either a positive or negative position. The 10-year note will

likely remain rangebound between the past year’s high and low of 5% and 3.8%, respectively. Although that range is wide, it’s indicative of the uncertainty in the market, thanks in part to conflicting Fed messages, elevated volatility, and exogenous threats to the outlook for both growth and inflation. Despite our higher for longer view and some upside risk from current interest rate levels, we still believe the fixed income market remains attractive and continues to present opportunities for investors to grab longer-term, income-producing assets with balanced characteristics.

References to specific securities are intended to illustrate the types of securities Eagle may hold in this portfolio. They are not intended as representations of specific investment recommendations that would have been profitable to an investor. Past performance is not a guarantee of future results. Opinions and estimates offered constitute Eagle’s judgment and are subject to change without notice as are statements of financial-market trends, which are based on current market conditions. Investing involves risk, including the possible loss of principal.

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2. Sources: Investor Tools Perform and Yield Book

Investing in bonds involves risks that may adversely affect the value of your investment such as inflation risk, credit risk, call risk, interest rate risk, and liquidity risk, among others. The two most prominent factors are interest rate movements and the credit worthiness of the bond issuer. Investors should pay careful attention to the types of fixed income securities that comprise their portfolios and remember that, as with all investments, there is the risk of loss of capital. A Real Estate Mortgage Investment Conduit (REMIC) is a type of multiclass mortgage-related security in which interest and principal payments from mortgages are structured into separately traded securities. These classes are distinguished by their sensitivity to the prepayment risk of the underlying mortgage-related collateral. Therefore, they may be more or less sensitive to prepayment risk, bear different interest rates, and have various average lives and final maturities.

Asset-backed securities (ABS) and mortgage-backed securities (MBS) are created by pooling loans from a variety of sources and issuing bonds that are backed by these loans. Creditworthiness stems from the credit quality of the underlying loans, as opposed to corporate bonds in which creditworthiness is derived from the earning power of the issuing company. The primary risk of these securities is interest-rate risk. Rising interest rates might cause loan principal prepayments to slow, resulting in less available principal to invest at prevailing higher rates. Conversely, rate decreases might accelerate prepayments, leaving more dollars to invest at lower rates.

Investment-grade refers to fixed-income securities rated BBB or better by Standard & Poor’s or Baa or better by Moody’s.

Convertible securities and preferred stock combine the fixed income characteristics of bonds with some of the potential for capital appreciation of equities and, thus, may be subject to greater risk than pure fixed-income instruments. Unlike bonds, preferred stock and some convertible securities do not have a fixed par value at maturity, and in this respect may be considered riskier than bonds. Convertible securities may include convertible bonds, convertible preferred stocks and other fixed-income instruments that have conversion features.

Investments in high-yield bonds and convertible securities are subject to the client’s authorization, as set forth in the Investment Management Agreement. Such investments may be subject to greater risks than other fixed-income investments. The lower rating of high-yield bonds (less than investment grade) reflects a greater possibility that the financial condition of the issuer or adverse changes in general economic conditions may impair the ability of the issuer to pay income and principal. Periods of rising interest rates or economic downturns may cause highly leveraged issuers to experience financial stress, and thus markets for their securities may become more volatile. Moreover, to the extent that no established secondary market exists, there may be thin trading of high-yield bonds, which increases the potential for volatility.

Sector investments are companies engaged in business related to a specific sector. They are subject to fierce competition and their products and services may be subject to rapid obsolescence. There are additional risks associated with investing in an individual sector, including limited diversification.

Bond Ratings: Ratings are by Moody's, S&P, and/or Fitch. Ratings provided by nationally recognized statistical rating organizations, also called ratings agencies, are appraisals of a particular issuer's creditworthiness, including the possibility that the issuer will not be able to pay interest or repay principal. Ratings are not recommendations to buy, sell or hold a security, nor do ratings remove market risk. Securities with the same rating can actually trade at significantly different prices. In addition, ratings are subject to review, revision, suspension, reduction or withdrawal at any time, and a rating agency may place an issuer under review or credit watch. Additionally, Fitch reports are available for municipal bonds. More about ratings is available at moody's.com, standardandpoors.com, and fitchratings.com.

Definitions

The AAA Municipal general obligation bond to Treasury yield ratio is a comparison of the yield of AAA municipal general obligation bonds to U.S. Treasuries. It aims to ascertain whether AAA municipal general obligation bonds are an attractive buy in comparison.

Basis points (bps) are measurements used in discussions of interest rates and other percentages in finance. One basis point is equal to 1/100th of 1%, or 0.01%.

Comps, short for comparables, carries different meanings depending on the industry and context, but generally entails a comparison of financial metrics – often for two different time periods – or other factors to quantify performance or determine valuation.

The U.S. Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The U.S. Bureau of Labor Statistics bases the index on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 households and 22,000 retailers.

A credit spread is the difference in yield between a U.S. Treasury bond and another debt security with the same maturity but different credit quality. Also referred to as "bond spreads" or "default spreads," credit spreads are measured in basis points, with a 1% difference in yield equaling a spread of 100 basis points. Credit spreads reflect the risk of the debt security being compared with the Treasury bond, which is considered to be risk-free. Higher quality securities have a lower chance of the issuer defaulting. Lower quality securities have a higher chance of the issuer defaulting.

Credit spread widening occurs when the difference in yields between U.S. Treasuries and other types of bonds, like corporate credit, increases. This widening occurs because the prices of the non-Treasury bonds have decreased (with yields moving in the opposite direction of prices), in response to concerns about credit quality or fears about deteriorating economic conditions that cause investors to prefer the comparable safety of U.S. Treasuries.

Credits are a generic term for fixed-income securities such as corporate bonds, mortgage- or asset-backed securities, municipal bonds, or emerging market bonds.

Disinflation refers to the temporary slowing of the pace of price inflation and describes what happens when the inflation rate is marginally lower over the short term. Disinflation refers only to the rate of change in the rate of inflation. In this, it is distinct from inflation and deflation, which describe the direction of prices.

Duration incorporates a bond's yield, coupon, final maturity and call features into one number, expressed in years, that indicates how price-sensitive a bond or portfolio is to changes in interest rates. Bonds with higher durations carry more risk and have higher price volatility than bonds with lower durations.

The federal funds rate, known as the fed funds rate, is the target interest rate set by the Federal Open Market Committee of the Federal Reserve. The target is the Fed's suggested rate for commercial banks to borrow and lend their excess reserves to each other overnight.

Fed funds futures are financial futures contracts that are based on the federal funds rate.

The Federal Reserve's inflation target rate is the rate of price increases prefers to see to ensure the economy will remain stable. Generally, the Fed's target rate is 2%, as measured by Personal Consumption Expenditures (PCE) Price Index.

Fund flow is the net of all cash inflows and outflows into and out of a particular financial asset, sector, or index. It typically is measured on a quarterly or monthly basis. Investors and others look at the direction of fund flows for indications about the health of specific securities and sectors or the overall market.

Gross domestic product (GDP) is the total value of goods and services provided in a country during one year. Real GDP reflects the GDP numbers adjusted for inflation.

Headwind is a term used to describe events or market forces that hinder the prospects for performance in an individual investment or group of investments.

The Institute for Supply Management (ISM) Purchasing Managers' Index (PMI) measures the prevailing direction of economic trends in the manufacturing sector. It consists of an index summarizing whether market conditions as reported in a monthly survey of supply chain managers are expanding, staying the same, or contracting.

Margin compression is what happens when input costs rise faster than the sale price of a product. As a result, the producer's profit margins decline over time.

The owners' equivalent of rent of primary residences (OER) is a component of the Consumer Price Index that helps measure changes in the cost of shelter in the United States. It is based on the answers from consumers who own their homes to the question: "If someone were to rent your home today, how much do you think it would rent for monthly, unfurnished and without utilities?"

The Producer Price Index (PPI), published by the U.S. Bureau of Labor Statistics, measures the average change over time in the selling prices received by domestic producers for their output. The prices included in the PPI are from the first commercial transaction for many products and some services.

Range-bound is a condition where the value of a security keeps vacillating between the low and high ends of a narrow range. For example, if the 10-year Treasury yield repeatedly vacillated between 3.75% and 4.25%, it would be described as "range-bound."

Retracement is a technical term that describes a minor pullback or change in the direction of a stock, index, or other financial instrument. Retracements are considered to be temporary and do not signal a shift in the larger trend.

A risk-on rally is a market environment where the prices of risk assets rise due to optimistic investor sentiment.

Securitized products, such as asset-backed securities (ABS) and mortgage-backed securities (MBS), are created by pooling loans from a variety of sources and issuing bonds that are backed by these loans. Creditworthiness stems from the credit quality of the underlying loans, as opposed to corporate bonds in which creditworthiness is derived from the earning power of the issuing company. The primary risk of these securities is interest-rate risk. Rising interest rates might cause loan principal prepayments to slow, resulting in less available principal to invest at prevailing higher rates. Conversely, rate decreases might accelerate prepayments, leaving more dollars to invest at lower rates.

Sticky is a term used to describe measured data that is slow to change, in contrast to faster-changing or more variable data.

Tax-equivalent yield is the interest rate that a taxable bond must pay to provide the same yield as a comparable tax-exempt municipal bond.

Total return, when measuring performance, is the actual rate of return of an investment or a pool of investments over a given period. Total return includes interest, capital gains, dividends, and distributions realized over the specified period. Total return accounts for two categories of return: income including interest paid by fixed-income investments, distributions, or dividends and capital appreciation, representing the change in the market price of an asset.

A yield curve is a line that plots yields (interest rates) of bonds having equal credit quality but differing maturity dates. The slope of the yield curve gives an idea of future interest rate changes and economic activity.

Yield to worst is a measure of the lowest possible yield that can be received on a bond with an early retirement provision. It is a type of yield that is referenced when a bond has provisions that would allow the issuer to close it out before it matures. The yield to worst metric is used to evaluate the worst-case scenario for yield at the earliest allowable retirement date. It is always less than yield to maturity because it represents a return for a shortened investment period.

Indices

The Bloomberg U.S. Aggregate Bond Index is composed of the total U.S. investment-grade bond market. The market-weighted index includes Treasuries, agencies, commercial mortgage-backed securities (CMBS), asset-backed securities (ABS) and investment-grade corporates.

The Bloomberg U.S. Corporate Bond Index measures the investment grade, fixed-rate, taxable corporate bond market.

The Bloomberg Municipal Bond Index is a rules-based, market-value-weighted index engineered for the long-term tax-exempt bond market.

The Bloomberg 1-Year Municipal Bond Index is an unmanaged index comprised of investment-grade municipal bonds with maturities of one to two years.

The Bloomberg 5-Year Municipal Bond Index is the five-year component of the Municipal Bond Index. It is an unmanaged index comprising investment-grade municipal bonds with maturities of four to six years.

The Bloomberg 10-Year Municipal Bond Index is an unmanaged index comprising investment-grade municipal bonds with maturities of 8 to 12 years.

The Bloomberg 15-year Municipal Bond Index is the 15-year component of the Municipal Bond Index. The Bloomberg 15-year Municipal Bond Index is an unmanaged index comprising investment-grade municipal bonds with maturities of 12 to 17 years.

The Bloomberg 22+ Year Municipal Bond Index is an unmanaged index comprised of investment grade municipal bonds with an average maturity of more than 22 years.

"Bloomberg" and the Bloomberg U.S. Aggregate Bond Index, Bloomberg U.S. Corporate Bond Index, Bloomberg Municipal Bond Index, Bloomberg 1-Year Municipal Bond Index, Bloomberg 5-Year Municipal Bond Index, Bloomberg 10-year Municipal Bond Index, Bloomberg 15-year Municipal Bond Index, and Bloomberg 22+ Year Municipal Bond Index are service marks of Bloomberg Finance L.P. and its affiliates, including Bloomberg Index Services Limited ("BISL"), the administrator of the indices (collectively, "Bloomberg") and have been licensed for use for certain purposes by Raymond James Investment Management and Eagle Asset Management. Bloomberg is not affiliated with Raymond James Investment Management or Eagle Asset Management, and Bloomberg does not approve, endorse, review, or recommend the Eagle Asset Management Fixed Income strategy. Bloomberg does not guarantee the timeliness, accurateness, or completeness of any data or information relating to the Eagle Asset Management Fixed Income strategy.

Indices are unmanaged. One cannot invest directly in an index.

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 6, 2024**TYPE OF AGENDA ITEM:** Ordinance**AGENDA OUTLINE NUMBER:** 5.A.

TO: City Council

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

FROM: Noell Bell, Chief Building Official

DATE: April 23, 2024

SUBJECT: First reading of Ordinance 24-01-LC, Amending 8.01.00 of the Land Development Code, "Right of Way Protection."

I. BACKGROUND: During the July 17, 2023, City Council meeting, Council directed Staff to bring back suggestions for construction parking plans for residential developments. This is a result of citizen concerns about recent construction sites regarding the storage of materials, equipment, and parking of vehicles in and around these sites, which spill onto to the Rights-of-Ways (ROW), and block sidewalks and roadways.

To address these concerns, the Public Works and Safety Committee was presented with 3 recommended options during the meeting held on Sept. 9, 2023, which included **Construction Parking Exhibit Plans** for revisions to the **Land Development Code, Article 8.01.00, A – Protection of Right-of-Way**. The options were:

OPTION 1: (Refer to Attachment 1)

- Maintain and uphold the current LDC code as written for ROW protection. (Refer to Exhibit Option 1)

OPTION 2: (Refer to Attachment 2)

- Use of part of the ROW is acceptable but must maintain 5' off roadway.
- Do not block any sidewalk.
- No overnight storage in ROW.
- Allow loading and unloading, only in the roadway part of the ROW at the project site but must provide proper FDOT traffic standards.

OPTION 3: (Refer to Attachment 3)

- Allow loading and unloading only in the roadway part of the ROW at the project site but must provide proper FDOT traffic standards.
- No public access is allowed between the roadway and the upland project site. Clearly mark the area as “Construction Zone Ahead” on each end of the ROW construction site.
- Close any adjacent sidewalks within the ROW of the project site and re-route according to FDOT standards.
- Maintain 5’ clearance off of the roadway at all times at the project site, for any materials, equipment, parking, etc.

The Committee's recommendation to the Council was **Option 3** including the **Construction Parking Exhibit Plan**.

On October 2, 2023, Staff brought forth to the City Council the recommended changes to the **Land Development Code (LDC)** pertaining to protection of Rights-of-Ways and Construction Projects, as presented to the **Public Works and Safety Committee** and their recommendation of **Option 3**.

Council moved to approve **Option 3** as recommended by the **Public Works and Safety Committee** and directed Staff to amend the LDC accordingly.

II. DISCUSSION: Option 3 contained the following recommended revisions to the **LDC, Section 8.01.00 A, 3. Right-of -Way (ROW) protection**:

- Allow active loading and unloading only in the roadway part of the ROW at the project site but must provide proper FDOT traffic standards.
- No public access is allowed between the roadway and the upland project site. Clearly mark the area as “**Construction Zone Ahead**” on each end of the ROW construction site.
- Close any adjacent sidewalks within the ROW of the project site and re-route according to FDOT standards.
- Maintain 5’ clearance off of the roadway at all times at the project site, for any materials, equipment, parking, etc.
- A parking/staging plan is required upon submittal of any permit for construction activity.

An exhibit plan (Exhibit A) has been incorporated into the changes proposed which clearly defines the boundaries as stated above and as recommended by the Public Work and Safety Committee and approved by City Council.

The LDC Section 8.01.00 A, 3. Right-of -Way (ROW) protection is slated to be removed from the LDC during the current rewrite and therefore, staff is modifying the current language under **Section 8.01.00 A, 3** slightly and all the above bullet points will be incorporated into the Code of Ordinance under proposed **Ordinance 24-02-CC** and the LDC will be updated to reflect language modification to **Section A, 3** and removal of subsection a.- d. under this proposed **Ordinance 24-01-LC**.

During the LPA meeting held on March 7, 2024, the following were recommended changes to the proposed Ordinance:

- Adjust title to refer to permitted construction activities.
- Clarify 5 foot to be measured from edge of pavement versus roadway.
- Add prohibition of parking on or near immediate adjacent properties.
- Clarify sidewalk closure.
- A staging plan shall be submitted, reviewed, and approved by staff which clearly identifies the area location for parking, staging of construction equipment and materials.
- Add language regarding graduated penalties.

The changes were incorporated in the revised ordinance and brought back to the LPA for their recommendation of approval to Council on April 4, 2023. The LPA preceded with final recommendation to City Council for approval with one additional item, "**portable toilets must be anchored**", which has been incorporated into the Proposed Ordinance.

- A. **Link to Strategic Goals / Objectives:** II. Enhanced Quality of life and safety for families
- B. **Effect on Budget (EOB):** N/A
- C. **Level of Service (LOS):** N/A
- D. **Legislative Sponsor:**

III. CONCLUSION: The changes to the proposed Ordinances are intended to provide a clear understanding of allowable or non-allowable use of the ROW during construction, and regulatory criteria that can be easily enforced by the **City's Code Compliance Department**. It is the intent that these standards, which outline the parameters of the ROW use during construction and require a parking/staging plan for Staff review for compliance, will serve to protect the Public Health and Welfare of the Community and the Construction Industry.

IV. RECOMMENDED MOTION: I move that the City Council approve **Ordinance 24-01-LC** on first reading and direct the City Clerk to advertise for second reading.

Attachments:

1. Ordinance 24-01-LC ROW Protection
. Final

ORDINANCE NO. 24-01-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; AMENDING SECTION 8.01.00 OF THE LAND DEVELOPMENT CODE “RIGHT-OF-WAY (ROW) PROTECTION”; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council in providing for the health, safety and welfare of its citizens finds that the City should modify the regulations for protection of right-of-way; and

WHEREAS, the City Council desires to simplify and clarify provisions of the existing Code relating to right-of-way protection; and

WHEREAS, 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. AMENDMENTS TO LAND DEVELOPMENT CODE ARTICLE 11.

Section 8.01.00 of the Land Development Code is hereby amended as follows:

8.01.00. - Right-of-way (ROW) protection.

A. No unauthorized encroachment shall be permitted onto existing rights-of-way. Further, strict adherence to the building setback requirements described in Article 7 of this Code shall serve to protect rights-of-way from encroachment. All activity (e.g. paving, landscaping,

sprinkler system installation, etc.), with the exception of the installation and repair of mailboxes, installation of sod, or installation of streets trees and other streetscape features in compliance with the design standards for the Multimodal Transportation District located in Section 8.09.03 in a public ROW is prohibited unless the applicant submits a plan detailing the proposed activity to the City Engineer's office and obtains a ROW and/or building construction permit, prior to the undertaking of said activity. A copy of said permit shall be available on-site for the duration of the project.

2. The minimum width of the clear zone shall be in accordance with Table 3-12, Minimum width of clear zone of the "Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways" (a.k.a. Florida Green Book – Latest Edition) and shall be measured from the outside edge of each side of all streets (including curb, if any) and shall be located within a public or private ROW.

3. The developer and/or owner of a property abutting a ROW doing work on the ROW shall adhere to all applicable safety standards outlined by the FDOT and shall restore the right-of-way to original or better condition. ~~comply with the following additional requirements:~~

a. ~~Restore the ROW to original or better condition.~~

b. ~~Prohibit unloading, loading, parking, or storing construction equipment or vehicles on the ROW. Adequate provisions for such activities shall be made on the project property.~~

c. ~~Construct the accessways in such a way to minimize sediment tracked or discharged onto the roadways.~~

d. ~~Replace existing infrastructure, including, but not limited to, concrete curbing, driveways or sidewalks in the ROW, which are damaged during construction. Such replacement shall be replaced to the nearest joint within ten working days or prior to the completion of construction in the area, whichever is earlier. Damage to road paving or stormwater facilities shall be repaired within five working days of such damage. No pedestrian or vehicle hazard shall be allowed. Maintain open handicapped accessible pedestrian way during construction at all times.~~

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. 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 _____, 2024.

By: _____
Bobby Wagner, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Attorney

First Reading: _____

Second Reading: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 6, 2024
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

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

FROM: Noell Bell, Chief Building Official

DATE: April 23, 2024

SUBJECT: First reading of Ordinance 24-02-CC creating Section 18-21 of the Code of Ordinances, "Protection of Public Right-of-Way During Permitted Construction Activity."

I. BACKGROUND: During the July 17, 2023, City Council meeting, Council directed Staff to bring back suggestions for construction parking plans for residential developments. This is a result of citizen concerns about recent construction sites regarding the storage of materials, equipment, and parking of vehicles in and around these sites, which spill onto to the Rights-of-Ways (ROW), and block sidewalks and roadways.

To address these concerns, the Public Works and Safety Committee was presented with 3 recommended options during the meeting held on Sept. 9, 2023, which included **Construction Parking Exhibit Plans** for revisions to the **Land Development Code, Article 8.01.00, A – Protection of Right-of-Way**. The options were:

OPTION 1: (Refer to Attachment 1)

- Maintain and uphold the current LDC code as written for ROW protection. (Refer to Exhibit Option 1)

OPTION 2: (Refer to Attachment 2)

- Use of part of the ROW is acceptable but must maintain 5' off roadway.
- Do not block any sidewalk.
- No overnight storage in ROW.
- Allow loading and unloading, only in the roadway part of the ROW at the project site but must provide proper FDOT traffic standards.

OPTION 3: (Refer to Attachment 3)

- Allow loading and unloading only in the roadway part of the ROW at the project site but must provide proper FDOT traffic standards.
- No public access is allowed between the roadway and the upland project site. Clearly mark the area as “Construction Zone Ahead” on each end of the ROW construction site.
- Close any adjacent sidewalks within the ROW of the project site and re-route according to FDOT standards.
- Maintain 5’ clearance off of the roadway at all times at the project site, for any materials, equipment, parking, etc.

The Committee's recommendation to the Council was **Option 3** including the **Construction Parking Exhibit Plan**.

On October 2, 2023, Staff brought forth to the City Council the recommended changes to the **Land Development Code (LDC)** pertaining to protection of Rights-of-Ways and Construction Projects, as presented to the **Public Works and Safety Committee** and their recommendation of **Option 3**.

Council moved to approve **Option 3** as recommended by the **Public Works and Safety Committee** and directed Staff to amend the LDC ac

II. DISCUSSION: Option 3 contained the following recommended revisions to the **LDC, Section 8.01.00 A, 3. Right-of -Way (ROW) protection**:

- Allow active loading and unloading only in the roadway part of the ROW at the project site but must provide proper FDOT traffic standards.
- No public access is allowed between the roadway and the upland project site. Clearly mark the area as “**Construction Zone Ahead**” on each end of the ROW construction site.
- Close any adjacent sidewalks within the ROW of the project site and re-route according to FDOT standards.
- Maintain 5’ clearance off of the roadway at all times at the project site, for any materials, equipment, parking, etc.
- A parking/staging plan is required upon submittal of any permit for construction activity.

An exhibit plan (Exhibit A) has been incorporated into the changes proposed which clearly defines the boundaries as stated above and as recommended by the Public Work and Safety Committee and approved by City Council.

The LDC Section 8.01.00 A, 3. Right-of -Way (ROW) protection is slated to be removed from the LDC during the current rewrite and therefore, staff is modifying the current language under **Section 8.01.00 A, 3** slightly and all the above bullet points will be incorporated into the Code of Ordinance under proposed **Ordinance 24-02-CC** and the LDC will be updated to reflect language modification to **Section A, 3** and removal of subsection a.- d. under this proposed **Ordinance 24-01-LC**.

During the LPA meeting held on March 7, 2024, the following were recommended changes to the proposed Ordinance:

- Adjust title to refer to permitted construction activities.
- Clarify 5 foot to be measured from edge of pavement versus roadway.
- Add prohibition of parking on or near immediate adjacent properties.
- Clarify sidewalk closure.
- A staging plan shall be submitted, reviewed, and approved by staff which clearly identifies the area location for parking, staging of construction equipment and materials.
- Add language regarding graduated penalties.

The changes were incorporated in the revised ordinance and brought back to the LPA for their recommendation of approval to Council on April 4, 2023. The LPA preceded with final recommendation to City Council for approval with one additional item, "**portable toilets must be anchored**", which has been incorporated into the Proposed Ordinance.

- A. **Link to Strategic Goals / Objectives:** II. Enhanced Quality of life and safety for families
- B. **Effect on Budget (EOB):** N/A
- C. **Level of Service (LOS):** N/A
- D. **Legislative Sponsor:**

III. CONCLUSION: The changes to the proposed Ordinances are intended to provide a clear understanding of allowable or non-allowable use of the ROW during construction, and regulatory criteria that can be easily enforced by the **City's Code Compliance Department**. It is the intent that these standards, which outline the parameters of the ROW use during construction and require a parking/staging plan for Staff review for compliance, will serve to protect the Public Health and Welfare of the Community and the Construction Industry.

IV. RECOMMENDED MOTION: I move that the City Council approve Ordinance 24-02-CC on first reading and direct the City Clerk to advertise for second reading.

Attachments:

1. Ordinance 24-02-CC Construction Parking.Final.v4

ORDINANCE NO. 24-02-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; CREATING SECTION 18-21 OF THE CODE OF ORDINANCES “PROTECTION OF PUBLIC RIGHT OF WAY DURING PERMITTED CONSTRUCTION ACTIVITY”, PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CITY CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council in providing for the health, safety and welfare of its citizens finds that the City should modify the regulations for protection of right-of-way; and

WHEREAS, the City Council desires amend the Code of Ordinances relating to right-of-way protection, to require parking and staging plans, and to ensure the health and safety of the public during construction activity; and

WHEREAS, 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 Code of Ordinances that have been skipped and remain unchanged.**

SECTION 3. AMENDMENTS TO CHAPTER 18, CITY CODE OF ORDINANCES.

Chapter 18 of the Code of Ordinances is hereby amended as follows:

Chapter 18 - UTILITIES, STREETS AND PUBLIC PLACES

ARTICLE II. RIGHTS-OF-WAY (RESERVED)

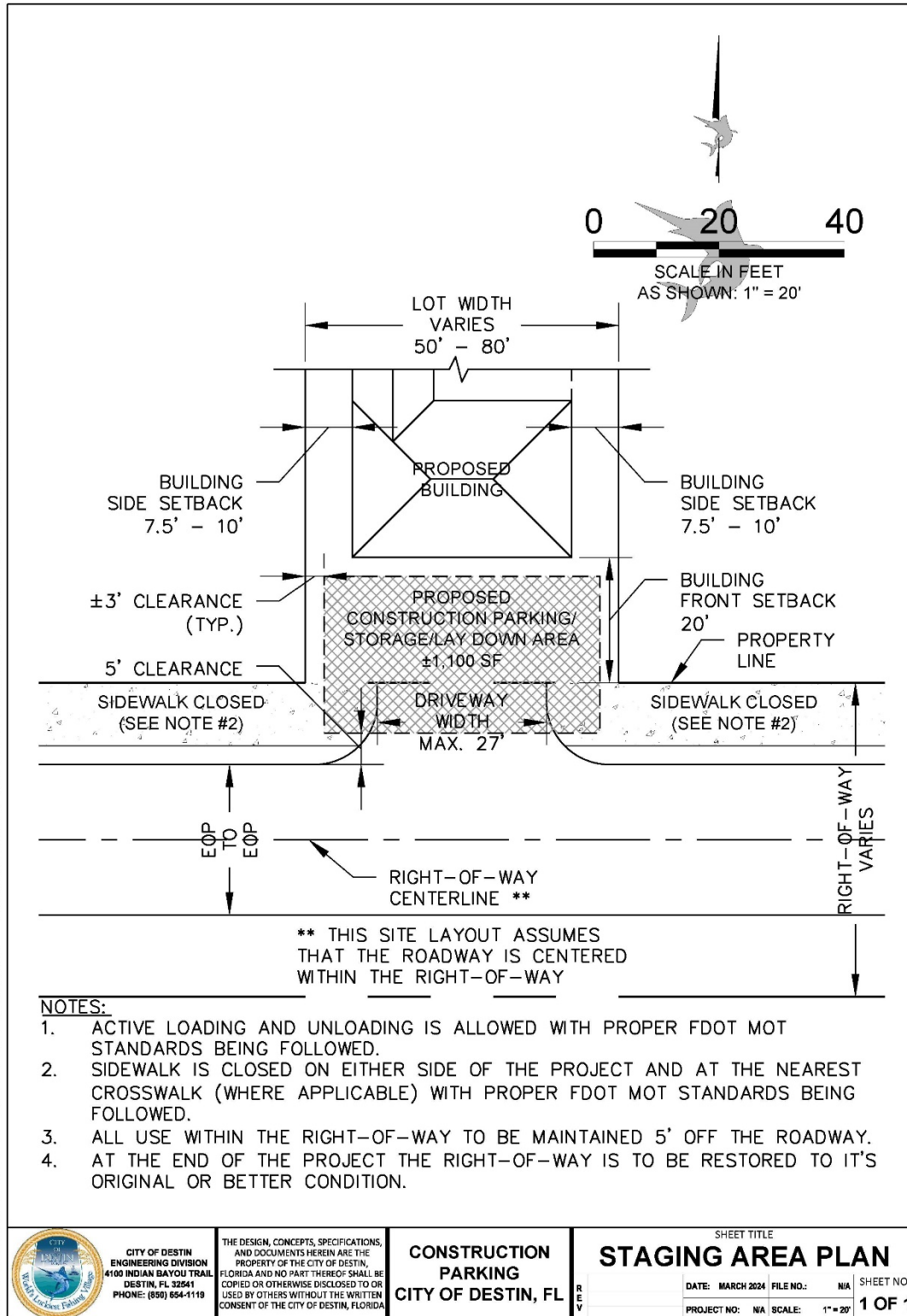
Sec. 18-21 – Protection of Public Right of Way during permitted construction activity.

Any person or entity performing construction activity upon any parcel of real property abutting a Public Right of Way or doing work within the Public Right of Way shall provide a general parking and staging plan upon submittal of any permit applications for construction activity for staff review and approval/denial. Such parking and construction plan shall provide sufficient evidence that the construction project adheres to all applicable safety standards outlined by the Florida Department of Transportation and complies with the following additional requirements:

- a. Active loading and unloading is permitted within a roadway or City right of way that is immediately adjacent to a construction project site if sufficient evidence of adherence to FDOT traffic standards is provided to the City.
- b. Sidewalks within the right of way adjacent to the construction project site must be safely rerouted according to FDOT standards. The sidewalk must be identified as closed at each linear end of the project properties ROW area and at the nearest applicable crosswalk.
- c. A five-foot (5') clearance off of the roadway (measured from the edge of pavement (EOP)) and from adjacent side yard property lines, shall be maintained at all times at the construction project site.
- d. Staging of materials, parking, and any equipment for such project shall adhere to the approved staging plan and must not encroach any adjacent properties or area parcels around the project site.
- e. Portable restrooms used on the construction site must be properly anchored to the ground and contain with the allowable approved staging area.
- f. The right of way area must be clearly marked "Construction Zone Ahead" on each linear end of the ROW construction site and must prohibit public access through or between the roadway and construction project.
- g. Accessways must be constructed in such a way as to minimize sediment tracked for discharged onto the roadways.
- h. Existing infrastructure, including, but not limited to, concrete curbing, driveways or sidewalks in the right of way, which were damaged during construction must be replaced within ten working days or prior to the completion of construction in the area, whichever is earlier, except that damage to road paving or stormwater facilities shall be repaired within five working days of such damage. Such replacement shall be made to the nearest joint. No pedestrian or vehicle hazard shall be allowed.
- i. Right of way must be restored to its original or better condition.
- j. Any violation of this ordinance shall be subject to penalties set forth in Chapter 14, Articles III and IV, Code of Ordinances.

EXHIBIT

C:\USERS\RSCOTT\CITY OF DESTIN, FL\ENGINEERING - DOCUMENTS\CAD\DRAWINGS\COMMUNITY DEVELOPMENT\EXHIBITS\FINAL CONSTRUCTION PARKING.DWG



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

SECTION 5. CONFLICTING PROVISIONS. 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 _____, 2024.

By: _____
Bobby Wagner, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

First Name	Larry
Last Name	Cowser
Home Address	206 Beach Drive, Unit 1
City	Destin
State	Florida
Zip	32541
Phone	3143974644
Email	larry@parrotheadyachts.com
Business Name	Parrot Head Yachts, LLC
Business Address	206 Beach Drive, Unit 1
City	Destin
State	Florida
Zip	32541
Brief description of education and experience:	50 years of business experience, including: Fortune 500 management, non-profit, and government, and nearly 20 years of it as an entrepreneur and business consultant. BSBA in Entrepreneurship, MBA in Management. Public speaker, published author.
How long have you lived in Destin?	3 years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No

Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	N/A
Select the board or committee you are interested in serving on.	Local Planning Agency
List your qualifications to serve on the selected board or committee.	I have consulted and advised over 100 businesses on strategic and tactical plans and processes, over a 50 year period
What do you consider the purpose of this board/committee to be?	To provide the City Council with clear and definitive advise on updates and improvements to the City's Strategic Plan
What would you like to see this board/committee accomplish?	In general, assist in making Destin a wonderful place for both residents and visitors to be proud of and to flourish in.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	John Stephens

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

4/13/2024

First Name	Marlaine
Last Name	Scanlan
Home Address	4000 Gulf Terrace Drive Unit 199
City	Destin
State	FL
Zip	32541
Phone	8505869791
Email	mollithedolli@gmail1.com
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	Bachelor of Science, Business Information Systems University of Massachusetts Dartmouth CCAF Operations Management MCSA Troy University
How long have you lived in Destin?	3years

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	Gulf Terrace Condominiums
Select the board or committee you are interested in serving on.	Town Center CRA Advisory Committee
List your qualifications to serve on the selected board or committee.	a high ethical standard and diversity
What do you consider the purpose of this board/committee to be?	to tap the specific talents, skills and knowledge of individual board directors to inform and educate the full board on particular areas of concern. Committees allow boards to divide the work of the board into manageable sections.
What would you like to see this board/committee accomplish?	Specific, Measurable, Attainable, Relevant, and Timebound.goals
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	The volunteer members

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL

PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

1/2/2024

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 6, 2024**TYPE OF AGENDA ITEM:** Council Discussion Item**AGENDA OUTLINE NUMBER:** 6.I.

TO: City Council

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

FROM: Kyle Bauman, Special Projects Attorney

DATE: April 30, 2024

SUBJECT: 1) Waiver for any potential conflict of interest.

I. BACKGROUND: At the April 8, 2024 City Council meeting, the City Council directed the City Attorney to negotiate a contract with White Hat Productions/Emerald Coast Entertainment Group, LLC ("White Hat") for the purpose of conducting a Mayor's Ball.

II. DISCUSSION: Shiraz Hosein of the lawfirm Anchors Smith Grimsley ("ASG") represents White Hat. Special Project Attorney Kyle Bauman is law partners with Mr. Hosein at ASG, but does not represent White Hat. The Special Project Attorney has not provided legal advice or representation to either party in this transaction, will not do so, and will be screened on all issues related to this matter. Moreover, since the parties' interests are generally aligned, the representation of White Hat does not appear to be directly adverse to the City and it appears that there is no substantial risk that representation of one party will be substantially limited by responsibilities to another client.

Nevertheless, in the interest of full transparency with the City, Mr. Bauman desires to make the City Council aware of ASG's relationship with White Hat and provide the City with an opportunity to object to that representation if it desires. However, if the City Council consents to Mr. Hosein's representation of White Hat, then the City Council may direct the Mayor to execute the attached letter waiving any potential conflict of interest. The waiver extends only to the negotiation and execution of a contract between the City Council and White Hat for the purposes of conducting the Mayor's Ball and not for any tangential adversarial matters that may flow from that contract, such as litigation, mediation, or arbitration.

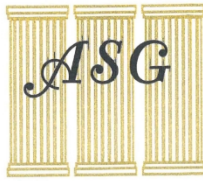
- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**
- D. Legislative Sponsor:**

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to direct the Mayor to execute the attached Waiver of Any Potential Conflict of Interest.

Attachments:

1. Waiver of Potential Conflict - City of Destin and White Hat



ANCHORS ♦ SMITH ♦ GRIMSLEY

A PROFESSIONAL LIMITED COMPANY

ATTORNEYS AND COUNSELORS AT LAW

909 MAR WALT DRIVE, SUITE 1014

FORT WALTON BEACH, FL 32547-6711

(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX

WWW.ASGLEGAL.COM

C. LEDON ANCHORS

STEVEN B. BAUMAN*

C. JEFFREY MCINNIS

RICHARD P. PETERMANN⁺

TIMOTHY W. SHAW

* FLORIDA SUPREME COURT CERTIFIED
CIRCUIT AND APPELLATE MEDIATOR

⁺ ALSO ADMITTED IN WYOMING & ALABAMA

MICHAEL A. FLOWERS**

SHIRAZ A. HOSEIN

N. GRESHAM FOSTER, L.L.M.

KYLE S. BAUMAN

MICHAEL R. GOODSON⁺⁺

** FORMER CIRCUIT JUDGE

⁺⁺ FLORIDA SUPREME COURT CERTIFIED
FAMILY LAW MEDIATOR

WAIVER OF ANY POTENTIAL CONFLICT OF INTEREST

At the April 8, 2024, City of Destin (the “City”) City Council meeting, the City Council directed City Attorney Kimberly Kopp of the lawfirm Romano Kopp Law, P.A., to negotiate a contract with White Hat for the purpose of conducting a Mayor’s Ball.

Shiraz Hosein of the lawfirm Anchors Smith Grimsley PLC (“ASG”) represents White Hat Productions, Inc./Emerald Coast Entertainment Group, LLC (“White Hat”). City of Destin Special Project Attorney, Kyle S. Bauman, does not represent White Hat Productions, LLC, but is law partners with Mr. Hosein at ASG.

Kyle S. Bauman is not involved on either side of this transaction, has not provided legal advice or representation to either party on this matter, and will not provide legal advice or representation to either the City or White Hat on this matter. Consequently, this may not constitute a technical conflict of interest, but in order to remain fully transparent with the City, this letter is intended to make the City aware of the potential conflict and provides an opportunity for the City to waive any potential conflict on this matter.

Although the interests of the City and White Hat in this matter are generally consistent, it is recognized and understood that differences may exist or become evident during the course of ASG’s representation of White Hat. Notwithstanding these possibilities, by executing this letter, the City has determined that it is in its interest to permit ASG to represent White Hat with the condition that Kyle S. Bauman provide no legal advice representation to either the City or White Hat on this matter. This waiver will extend only to the negotiation and execution of a contract between the City and White Hat for the purposes of conducting the Mayor’s Ball and not for any tangential adversarial matters that may flow from that contract, such as litigation, mediation, or arbitration.

Accordingly, execution of this letter confirms agreement of the City that Shiraz Hosein of ASG may represent White Hat in connection with the above-described matter and that the City waives any potential conflict of interest Kyle S. Bauman, Shiraz Hosein, or ASG may have to the extent described

above. If the City feels uncomfortable with this relationship at any point, the City may request that ASG cease representation of White Hat, and ASG shall cease representation of White Hat on this matter.

If the City finds these terms and conditions are acceptable, please execute and return at your earliest convenience.

Sincerely,

Kyle S. Bauman

Kyle S. Bauman, Esq.

**CITY COUNCIL
CITY OF DESTIN**

Bobby Wagner, Mayor

Dated_____

**Approved as to legal form and sufficiency
For the City of Destin, only:**

**Kimberly Romano Kopp
City Attorney**

Dated_____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 6, 2024

TYPE OF AGENDA ITEM: Announcement

AGENDA OUTLINE NUMBER: 6.I.

TO: City Council

THRU: Louis Zunguze, Interim City Manager

FROM: Kimberly Kopp, City Attorney

DATE: April 30, 2024

SUBJECT: 2) A call for an executive session to be held on May 20, 2024, at 5:30 PM, in the City Hall Annex Council Chamber, in the following case:
Enclave Community Property Association, Inc. vs. City of Destin, Case Number 2023-CA-003150, in the First Judicial Circuit, in and for Okaloosa, County, Florida.

I. BACKGROUND: The City Attorney is requesting advice from the City Council at an executive session.

II. DISCUSSION:

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

III. CONCLUSION: The City Attorney desires advice from the City Council regarding settlement negotiations and/or litigation strategy sessions related to expenditures in the referenced case. Present at the meeting will be the Mayor and City Council, City Manager Louis Zunguze, City Attorney Kimberly Kopp, and Litigation Counsel Eric Krebs and Bill Warner. A court reporter will be present and shall record the entire meeting.

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 6, 2024**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 6.I.

TO: City Council

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

FROM: Kyle Bauman, Special Projects Attorney
Kimberly Kopp, City Attorney

DATE: May 1, 2024

SUBJECT: 3) City Manager Contract

I. BACKGROUND: Resolution 24-02 established the City Manager Citizens Selection Committee whose purpose was to screen City Manager applicants and make recommendations to the City Council for selection of a new City Manager. The Citizens Selection Committee screened over 100 applicants before ultimately forwarding three candidates to the City Council for consideration. After individually interviewing all three candidates and holding a City Manager meet and greet before its regularly scheduled meeting on April 15, 2024, the City Council selected Mr. Louis Zunguze as its next City Manager. Mr. Zunguze has served as the Interim City Manager since January 2, 2024.

II. DISCUSSION: Term: The attached City Manager Employment Agreement for the City of Destin, Florida, employs Mr. Zunguze as the City's City Manager for a term of 5 years from May 6, 2024 through May 6, 2029. The 5 years is broken into an initial 3 year term and a subsequent 2 year term. The 2 year term will commence automatically unless Mr. Zunguze or the City Council affirmatively elects out of the 2 year term at least 60 days prior to expiration of the 3 year term.

Salary: Mr. Zunguze's base salary for the initial 3 year term is set at \$200,000.00. The base annual salary for the 2 year term is set at \$225,000. This base annual salary may be raised in the Council's sole discretion on an annual basis but failure to raise the salary annually does not constitute a breach of the contract.

Other Benefits: In addition to the base annual salary, Mr. Zunguze has the following benefits:

- \$500 monthly car allowance;
- 18 vacation days per year accruing at the rate of 3.7 hours per pay period. The City

Manager is permitted to carry over 20 vacation days annually from one calendar year to the next;

- Life insurance in the amount of the base annual salary;
- Sick leave consistent with the City's sick leave policy;
- 100% of the premiums for health, dental, vision, and hospital indemnity insurance for the City Manager, his spouse, and any independents.
- Cell phone with unlimited use;
- Payment of professional dues;
- Reasonable and customary travel and subsistence expenses if travel is required in furtherance of City business;
- A retirement benefit equal to 15% of the base annual salary. City will match 5% of the total sum City Manager contributes to a 457 deferred compensation plan.

Termination: The City Manager may terminate upon not later than 60 days prior notice while the City Council may terminate at any time. If either party terminates, the City Manager is owed all accrued compensation due to City Manager as a result of his employment and any accrued vacation leave and sick leave time.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The effect on budget for FY 2024 May 6, 2024 - Sept 30, 2024) is \$111,356 (salary plus benefits). *The payout for the previous City Manager for salary and continued benefits was approximately \$190,000. The net effect is an internal transfer of \$91,000. The internal transfer is attached. The total effect on budget is as follows:

	0151212-51x000	0151212-52x000	
	CM Salary	CM Benefits	Total
	\$ 614,850	\$ 215,487	\$ 830,337
FY 24 Adopted Budget*	614,850	215,487	830,337
Internal Budget Transfers	52,000	39,000	91,000
Revised Budget	666,850	254,487	921,337
Previous Expenses/Encumbrances	(585,594)	(223,889)	(809,483)
Available Program Budget	81,256	30,598	111,854
This Agreement +(-)	(80,769)	(30,587)	(111,356)
FY 24 Remaining Program Budget	\$ 487	\$ 11	\$ 498

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: The attached City Manager Employment Agreement employs Mr. Zunguze as the City Manager for five years. Pursuant to Article IV, Section 4.02, of the City Charter, the agreement must be approved by a vote of at least 70% of the City Council.

IV. RECOMMENDED MOTION: I move to approve the attached City Manager Employment Agreement for the City of Destin.

Attachments:

1. City Manager Contract - Louis
Zunguze - final clean
2. 20240506 CM BUDGET TRANSFER

CITY MANAGER EMPLOYMENT AGREEMENT FOR
THE CITY OF DESTIN, FLORIDA

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this 6th day of May, 2024, by and between the City of Destin, Florida, a Florida municipal corporation (hereinafter referred to as "**City**"), the Destin City Council (hereinafter referred to as "**City Council**" or "**Council**"), and Alois Louis Zunguze (hereinafter referred to by name, "**Mr. Zunguze**" or as "**City Manager**").

RECITALS

WHEREAS, "There shall be a city manager *who shall...serve at the pleasure of the city council*" Article IV, Section 4.01, Destin City Charter (emphasis added); and

WHEREAS, Article IV, Section 4.02, of the Destin City Charter states: "The city manager shall be appointed by the council subject to a 70 percent vote of approval by the council"; and

WHEREAS, Article IV, Section 4.03, of Destin City Charter states: "The compensation for city manager shall be fixed by the council"; and

WHEREAS, Article IV, Section 4.04, Destin City Charter states: "Any vacancy in the office of city manager shall be filled by the city council"; and

WHEREAS, on January 2, 2024, the City Council hired Mr. Zunguze as its Interim City Manager to serve in that position until a full-time City Manager was hired or until he was otherwise terminated; and

WHEREAS, Mr. Zunguze has served as Interim City Manager from January 2, 2024, through the date of this Agreement; and

WHEREAS, on January 8, 2024, the City Council adopted Resolution 24-02, establishing a City Manager Citizen Selection Committee whose purpose was to screen City Manager applicants and make recommendations to the City Council for selection of the City Manager; and

WHEREAS, the Citizen Selection Committee screened over 100 applicants and at a duly noticed public meeting held on March 21, 2024, adopted a motion forwarding three candidates, including Mr. Zunguze, to the City Council for consideration of hiring of the position City Manager; and

WHEREAS, the City Council members individually interviewed all three candidates and held a City Manager meet and greet before its regularly scheduled meeting on April 15, 2024; and

WHEREAS, at its April 15, 2024, regularly scheduled City Council meeting, the City Council adopted a motion selecting Mr. Zunguze as its City Manager and directed its City Attorney to

negotiate an employment agreement with Mr. Zunguze; and

WHEREAS, the City Council has affirmatively determined that employing Mr. Zunguze as the City's full-time City Manager serves a legitimate public purpose and is in the best interest of the City; and

WHEREAS, Mr. Zunguze has indicated a willingness to accept the duties, obligations and responsibilities and render service to the City as its City Manager, pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Mr. Zunguze is the current Community Development Director for the City of Destin, and shall continue in both roles as City Manager and Community Development Director until a new Community Development director is hired through the City's normal hiring practices; but recognizing the importance of the Community Development Director position, Mr. Zunguze shall proceed with hiring a new Community Development Director with all due haste; and

WHEREAS, the City Council desires to appoint and employ Louis Zunguze as the City Manager for the City, and Louis Zunguze has accepted the appointment/job offer; and

WHEREAS, this Agreement is effective May 6, 2024, and shall continue through the term specified below but may be renewed, modified, or otherwise changed upon agreement between Mr. Zunguze and the City Council; and

WHEREAS, this Agreement and all its terms are subject to and conditional upon approval of the City Council by a vote of at least 70% of the Council.

WITNESSETH:

The recitals outlined above are true and correct, and are incorporated into, and a part of this Agreement, as if set forth fully herein. In consideration of the mutual promises hereinafter set forth, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City Council appoints Mr. Zunguze to be the City Manager, as follows:

1. EMPLOYMENT AND TERM: The City Council appoints Mr. Zunguze as City Manager of the City of Destin, Florida, pursuant to the Charter of the City of Destin, effective May 6, 2024, for a term of five (5) years (the "Term"). The Term shall consist of a three (3) year term (the "Initial Term") with an option to renew for two (2) additional years at the end of the Initial Term (the "Option Term"). This Option Term is self-executing. In other words, if neither party takes any action, then the Option Term shall be exercised automatically and the Option Term will begin May 6, 2027, and run for a period of two (2) years. The Option Term will not be exercised if either Mr. Zunguze or the City Council affirmatively elect not to exercise the Option Term and provide written notice to the other party at least sixty (60) days prior to the date the Option Term commences on May 6, 2027. Absent this written notice, the Option Term will commence automatically. If either party provides timely written notice that it is not exercising the Option Term, then this Agreement will terminate at the end of the Initial Term. Because the City Manager

has already been appointed, the Option Term is not subject to the 70% supermajority rule described in Article IV, section 4.02 of the City Charter. This Section 1 does not alter or abrogate the “at-will” nature of this Agreement as described below in Sections (5) & (6). If, at the end of the Option Term, both parties wish to continue with the City Manager’s employment, then a new Employment Agreement shall be negotiated accordingly.

2. CITY MANAGER TO SERVE AT THE PLEASURE OF CITY COUNCIL: Pursuant to Article IV, Section 4.01, of the Destin City Charter, in the capacity of City Manager, Mr. Zunguze serves at the pleasure of the City Council. By executing this Agreement, Mr. Zunguze stipulates that any duties prescribed herein are in conformity with the Charter, and that this Agreement is an accurate interpretation of his obligation to serve at the pleasure of the City Council. The parties recognize that Mr. Zunguze was promoted from the position of Community Development Director initially to the Interim City Manager position and now to the City Manager position. However, in the event of termination of this Agreement, Mr. Zunguze will have no right to resume his position as Community Development Director or Interim City Manager.

3. SALARY:

- a. Base Annual Salary:** During the Initial Term, the City Manager’s Base Annual Salary shall be \$200,000.00 per year, prorated by each City pay period. During the Option Term, the City Manager’s Base Annual Salary shall be \$225,000.00 per year plus the cumulative total of the raises in the Base Annual Salary due to the Discretionary Increases in Base Annual Salary as described in Section 3(b), prorated by each City pay period.
- b. Discretionary Increases to Base Annual Salary:** The City may increase City Manager’s Base Annual Salary and/or other benefits of the City Manager in such amounts and to such an extent as the City Council may determine in its absolute discretion to be desirable on the basis of an annual performance evaluation of the City Manager. Such evaluation shall be in such form as the City Council deems appropriate and shall be made each year in accordance with procedures established by the City Council for the duration of this Agreement. Nothing in this paragraph shall require the City to increase the Base Annual Salary or other benefits of the City Manager. Failure to conduct an annual evaluation shall not constitute a material breach of this Agreement and shall not entitle City Manager to any increase in his Base Annual Salary or other benefits.

4. OTHER BENEFITS: In addition to the City Manager’s Base Annual Salary and Discretionary Increases to Base Annual Salary, as described in Section 3, the City shall provide City Manager with the following benefits:

- a.** A car allowance of \$500 per month.
- b.** The City Manager is entitled to 18 vacation days per year accruing at the rate of 3.7 hours per pay period as established under standard City personnel policies with any unused

vacation days accruing in accordance with the same. The maximum amount of vacation leave the City Manager is allowed to carry over from one calendar year to the next is twenty (20) days. The City Manager recognizes that his role is special and integral to the City and he shall use his vacation days in a manner that will not interfere with the functioning of the City. Additionally, City Manager has fulfilled the obligations of his Interim City Manager Agreement, Section 4(g), by serving as Interim City Manager until the permanent City Manager is retained. Therefore, City Manager is entitled to receive an additional three (3) paid vacation days in addition to all other vacation days he is entitled to pursuant to this Agreement. These three (3) additional vacation days shall be pooled with all other vacation days and subject to the twenty (20) day annual carry over limit.

- c. Pay for life insurance with the City's group life underwriter in the amount of the City Manager's Base Annual Salary.
- d. City Manager shall accrue sick leave consistent with the City's sick leave policy in effect on the effective date of this Agreement and as the sick leave policy may be amended from time to time.
- e. City shall pay 100% of the premium for health, dental, vision, and hospital indemnity insurance for the City Manager, his spouse, and any dependents. Disability insurance coverage and premiums for such shall be in an amount equal to that provided all other general non-bargaining unit employees of the City.
- f. The City will provide the City Manager with a cell phone and data plan for unlimited use as defined by the City accepted service plan.
- g. The City agrees to pay City Manager's professional dues for membership in the International City and County Management Association, and the Florida City and County Management Association. If City Manager has already paid his dues for this year, then he shall be reimbursed the cost of his membership in each organization, upon presentment of his invoices to the City Finance Director. City shall also pay any other dues or subscriptions on behalf of City Manager approved by the City Council as approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.
- h. Reasonable and customary travel and subsistence expenses for the City Manager's travel and attendance at the ICMA annual conference, Florida City/County Managers' Association annual conference and the Florida League of Cities' annual conference. The City shall pay for City Manager's attendance at other seminars, conferences, continuing education courses, and committee meetings as are approved in the City's annual budget (on a line item basis) or as authorized by the City Council.
- i. **Retirement:** The City agrees to pay the City Manager on an annual basis a retirement benefit in an amount equal to fifteen percent (15%) of his salary. The first ten percent (10%) will be contributed to the City's Thrift Savings Plan and the remaining five percent (5%) will be contributed to an approved qualified deferred retirement program (such as the International City/County Management Association Retirement Corporation or 401(a)), selected by the City

Manager. Additionally, the City will match up to 5% of the total sum City Manager contributes to a 457 deferred compensation plan, should the City Manager choose to contribute to a 457 deferred compensation plan. The City's contribution shall not exceed the monetary limit established by federal statute and/or regulation. Such payments shall be payable in installments at the same time as retirement benefits are paid for other employees of the City. It is stipulated that Mr. Zunguze has already met all vesting requirements.

5. DUTIES: The City Manager has a duty to serve at the pleasure of the City Council, which includes the following duties:

- a. The City Council hereby employs Mr. Zunguze as City Manager of the City, to perform the functions and duties as specified in the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign beginning upon the City Manager's first day of work at the City.
- b. The City Manager shall not take any action that contradicts the position/direction that the City Council takes upon a majority vote (or supermajority vote if a supermajority vote is required), nor shall City Manager willfully disregard the directives of the City Council.
- c. The City Manager recognizes that the City government exists first and foremost to serve the citizens of Destin, and that the members of the City Council are the duly elected representatives of the citizens of Destin. Accordingly, the City Manager owes a duty of loyalty to the City Council, because the City Manager is the chief executive of the City government's administrative component, and the City government exists first and foremost to serve the citizens of Destin.
- d. The City Manager shall report to the City Council and shall perform his duties as City Manager under the direction of the City Council, and he shall answer to the City Council. Individual City Councilmembers cannot individually mandate that the City Manager perform any task, outside of those items expressly described in the City Charter, Code of Ordinances, and other state law.
- e. The City Manager shall not act outside of the duties assigned to him by the City Council, the Charter, any City ordinances, and other applicable laws.
- f. If the City Manager disagrees with a direction or task given to him by the City Council at a public meeting, of any kind, then the City Manager shall immediately communicate his disagreement to the City Council at the public meeting. Otherwise, the City Manager waives any objection he has to the task assigned by the City Council. The intent of this provision is to encourage the City Manager be transparent with the City Council, as the City Council prefers clarification up front, in lieu of the City Manager remaining silent, and simply refusing to perform the task given to him. It is a better practice to provide clarification up front, because it maintains trust between the City Council and the City Manager, and ultimately with City staff.
- g. If the City Council directs the City Manager to contact any elected or appointed officials

outside of the City Council, then the City Manager shall not simply contact the head administrative official for the other board, and expect the message to be relayed to the other board's members. Instead, the City Manager, or his designee, shall contact the members of the other board directly to communicate what the City Council directs it wants communicated. Similarly, the City Manager must ensure that all directions of the City Council are fulfilled and simply assigning these directions to the City's staff does not fulfill this duty. If City Council directions are assigned to the City's staff, then the City Manager has a duty and obligation to ensure that the City's staff has complied with and completed the City Council's directions.

- h. The City Manager shall entrust all of the City's legal work to the City Attorney, other attorneys approved by a vote of the City Council, and any litigation attorneys approved by a vote of the City Council, or counsel assigned by the City's insurance carrier. The City Manager shall not hire any attorneys to perform work for the City, without both notifying the City Attorney, and then obtaining approval by a majority vote of the City Council. This process shall be utilized even if the City Manager elects to pay for an attorney out of the City Manager's discretionary fund.
- i. The City Manager shall, as soon as reasonably practicable, provide to the City Council any information about a potential or current department head that could affect the City's public image, or whom has committed an action that could cause the City to be sued for anything other than a tort that is limited by sovereign immunity.
- j. If, at a public meeting, pursuant to the express duty of the City Manager to serve at the pleasure of the City Council, which is contained in Article IV, Section 4.01, of the Destin City Charter, a majority of the City Council vote to direct the City Manager, pursuant to Article III, Section 3.08 (c), of the Destin City Charter, to take action in a manner consistent with the powers afforded to the City Council, whether expressly or implicitly, pursuant to Article III, Sections 3.08(b), 3.12(b)(1), or 3.14, of the Destin City Charter, then the City Manager shall abide by the City Council's direction and perform any administrative functions that are required to implement the majority vote of the Council. The City Council and the City Manager stipulate and agree that this subsection is a reasonable interpretation of their shared powers found in Article I, Section 1.01(a) of the Destin City Charter, and also the powers, afforded to the City Council pursuant to Article III, Sections 3.08(b), 3.12(b)(1), and 3.14, of the Destin City Charter, and Article IV, Section 4.01, of the Destin City Charter. The City Council and the City Manager further stipulate and agree that, as the City's only elected officials, and the City's sole legislative body, the City Council alone represents the will of the City's citizens and that the City Council is the ultimate authority on what is to be "deemed to be in the best interest of the city..." as the phrase is used in Article IV, Section 4.05(e), of the Destin City Charter. The City Council and the City Manager further agree and stipulate that the City Manager shall take whatever necessary actions, including the preparation, negotiation, and submittal to the City Council of any contractual agreements required to ensure that the best interests of the City are preserved. However, for any such agreements, mentioned in the previous sentence, to be binding, then the agreements shall require approval of the City Council by a majority vote. Finally, this

provision does not excuse any additional requirements found in the Charter or City Code Ordinances, to utilize resolutions or ordinances, if expressly required, as the means of implementing any actions that flow from this subsection.

- k.** Other than City Council appointees, the City Manager shall hire, fire, and reassign all other employees of the City, without interference of the City Council.
- l.** The City Manager shall be required to obtain the consent of the City Council, via a majority vote of the City Council, to re-assign, re-classify, transfer, or re-define any of the appointed Department Heads, or Deputy City Manager. The City Manager may terminate an appointed department head in his discretion if such termination is in the best interest of the City.
- m.** In addition to performing the functions and duties specified in the City Charter, City Ordinances and Florida Statutes, the City Manager shall perform such other tasks and functions that the City Council assigns, by majority vote of the City Council or supermajority vote, if a supermajority vote is required.
- n.** The City Manager owes a duty to both the City and the City Council over the International City/County Management Association ("ICMA"), the Florida City and County Management Association ("FCCMA"), and the Florida League of Cities ("FLC"). While each organization is important, all 3 organizations are voluntary organizations, whom promulgate rules and regulations that are merely suggestive and are not legally binding. If the City Manager feels he cannot comply with an assignment given to him by the City Council, due to a perceived conflict with a rule promulgated by any of the three organizations listed, then the City Manager, within 3 days of receipt of the instruction from the City Council to perform the task in question, shall resign as City Manager or shall discuss the matter with the City Council at its next regularly scheduled or special meeting. If the City Council and City Manager cannot resolve the issue at this public meeting, then the City Manager shall resign within 3 days following the end of that public meeting. No fault shall be attributed to the City Manager, by the City Council, if the City Manager resigns per this subsection because the City Council respects the City Manager's personal convictions.
- o.** In the event that Mr. Zunguze is temporarily unable to perform his duties for any reason, then he shall designate an Acting City Manager. Mr. Zunguze shall also designate a current City employee to perform the duties of Acting City Manager in the event that Mr. Zunguze is subject to unforeseen circumstances preventing him from performing his duties and unable to assign an Acting City Manager due to these unforeseen circumstances.
- p.** All such duties shall be performed within the timeframes or deadlines as set by the City Council, or imposed by law, applicable policy, or rule. Absent an expressly imposed deadline, Mr. Zunguze shall perform his duties within a reasonable period of time and with due regard for promptness, diligence, and professionalism.

6. TERMINATION BY CITY COUNCIL: The City Manager shall serve at the pleasure of the City Council, and the City Council may terminate this Agreement, at any time during the Term of this Agreement, for any reason or for no reason whatsoever. If City Manager is terminated pursuant to this Section, then the City shall pay to City Manager all accrued compensation due to City Manager as a result of his employment with the City and any accrued vacation leave and sick leave time. The City shall have no further financial obligation to the City Manager pursuant to this Agreement

7. TERMINATION BY CITY MANAGER. The City Manager may terminate this Agreement at any time by delivering to the Mayor and all Members of the City Council a written notice of termination not later than sixty (60) days prior to the effective date of the termination. If the City Manager voluntarily resigns pursuant to this Section, the City shall pay to City Manager all accrued compensation due to the City Manager as a result of his employment with the City and any accrued vacation leave and sick leave time. The City shall have no further financial obligation to the City Manager pursuant to this Agreement. The City Manager may not take vacation leave after he has provided written notice to the City Council unless the City Council approves the vacation leave.

8. AGENDAS FOR CITY COUNCIL MEETINGS: Under Florida law, there is no legal requirement to formulate an agenda, however, it is a Council policy to strive to generate agendas for each of its meetings. Thus, the City Council has the authority to ultimately set the agenda for their council meetings, and per the Charter, any individual member of the Council is permitted to contact the Clerk to place an item on the agenda. There is no administrative authority that supersedes that of the City Council regarding the formulation of the Agendas. The City Manager shall not unilaterally remove, or refuse to place items on the agenda if the items are those directed by the Council to be placed on the agenda. Once an item is placed on an agenda by the Council, then only a vote of the Council can remove the item from the agenda. Once an item is place on an agenda by an individual member of Council, then only the individual member, or vote of the Council, can remove the item from the agenda. No single member of the Council, or the Mayor, has the right to remove items placed on the agenda by anyone else.

Should a City Councilmember request that the City Manager add an Agenda item, City Manager shall promptly relay such a request to the City Clerk and request the City Clerk to add the requested Agenda item to the Agenda as soon as reasonably practicable.

9. CRITICISMS, COMPLAINTS, AND SUGGESTIONS: The City Council, individually or collectively, shall refer in a timely manner, either in private, or at public meetings, all substantive criticisms, complaints, and suggestions called to the City Council's

attention to the City Manager to be investigated, studied, or otherwise looked into. The City Manager shall report back to the City Council within one (1) month or some other timeframe specified by the City Council, the results of any investigation or study.

10. RESIDENCE: The City Council recognizes that City Manager resides close to the City's municipal boundaries, but is not currently a City resident. City Manager shall move no further from the City's municipal boundaries than his current residence is located.

11. LEGAL OPINION ON AGREEMENT: If the City Manager seeks the opinion of the City Attorney regarding the interpretation of this Agreement, then the City Manager shall be indemnified, and held harmless in any administrative, ethical or legal action for relying upon the opinion of the City Attorney regarding any action that the City Attorney recommends be taken. Depending on the nature of the opinion, the City Attorney may have a conflict of interest and be prevented from rendering an opinion, in which case all parties shall work together to ensure that proper legal advice is sought and received from someone other than the City Attorney.

12. INDEMNIFICATION: The City agrees, pursuant to Section 111.07, Florida Statutes to defend, save harmless, and indemnify the City Manager against any administrative, ethical or legal action suffered as a result of any act, event, or omission of action that the City Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will reimburse the City Manager for any attorney fees and costs he incurs as well as compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the City Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the City Manager shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

13. DISABILITY: If the City Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of two consecutive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement.

14. HOURS OF WORK: The City requires the full-time service of its City Manager. City Manager will dedicate no less than an average of forty (40) hours per week in the performance of his duties as City Manager. City Manager agrees to remain in the exclusive employ of the City during the term of this Agreement, and not to become employed by any other employer during this period without the prior express approval by the City Council by a majority vote at a duly noticed public meeting.

15. HOLIDAYS. City Manager is entitled to the same paid holidays as the general City staff. City Manager shall appoint an Acting City Manager pursuant to Section 5(o) in the event he will be unable to remain reasonably available during holidays. City Manager acknowledges that sudden emergencies sometimes arise and City Manager shall make reasonable efforts to ensure he is on-call in case of sudden emergency.

16. EMERGENCIES: During times of emergency (including but not limited to Tropical Cyclones, Tropical Depressions, Tropical Storms, Hurricanes, and other natural disasters), City Manager and to the extent practically feasible, City Manager shall remain on call and available seven (7) days a week for the duration of any declared state of emergency, and shall only be relieved of this additional duty upon confirmation that both the state of emergency is lifted, and any curfew imposed by the City through its administration or Mayor, law enforcement, or the National Guard is lifted. Additionally, City Manager shall make all reasonable efforts to ensure that all members of the City Council are provided the necessary credentials to return, and operate within the City immediately after any natural disaster abates.

17. NO ATTORNEY'S FEES: If any litigation or arbitration is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation or arbitration shall not be entitled, in addition to such other relief as may be granted, to any reasonable attorney's fees and expenses incurred in connection therewith.

18. VENUE AND CHOICE OF LAW: The exclusive jurisdiction and venue for any litigation or arbitration of any and all claims, controversies, disputes, arising out of or relating to any party of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else. Florida law shall govern this Agreement and any litigation which may arise from this Agreement.

19. JURY TRIAL WAIVER: THE PARTIES FURTHER AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT WOULD INVOLVE COMPLICATED AND DIFFICULT FACTUAL AND LEGAL ISSUES. THEREFORE, ANY ACTION

BROUGHT BY ONE PARTY, ALONE OR IN COMBINATION WITH OTHERS AGAINST THE OTHER PARTY, WHETHER ARISING OUT OF THIS AGREEMENT OR OTHERWISE, SHALL BE DETERMINED BY A JUDGE SITTING WITHOUT A JURY.

20. SOVEREIGN IMMUNITY: Nothing in this Agreement is intended to nor shall be construed to waive the City's rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

21. FAIR AND MUTUAL NEGOTIATION: The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

22. COUNTERPARTS: This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

23. DEATH OF CITY MANAGER. Upon City Manager's death, the City's obligations pursuant to this Agreement shall terminate except for:

- a. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
- b. Payment of accrued leave balances in accordance with this Agreement;
- c. Payment of all outstanding hospitalization, medical, and dental bills in accordance with the City's insurance policies or plans; and
- d. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

24. EFFECTIVE DATE: The effective date of this Agreement shall be May 6, 2024.

25. SAVINGS CLAUSE: If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid, unenforceable, or void, then the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.

26. INTEGRATION: This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous negotiations, promises, covenants, agreements, or representations.

27. WAIVER: The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

IN WITNESS WHEREOF, the City Council has caused this Agreement to be signed and executed on its behalf by the Mayor; and Mr. Zunguze has signed and executed this Agreement, effective on the date specified in Section 24.

**EMPLOYEE/
CITY MANAGER**

**CITY COUNCIL
CITY OF DESTIN**

A. Louis Zunguze
City Manager

Bobby Wagner, Mayor

Dated _____

Dated _____

**Approved as to legal form and sufficiency
For the City of Destin, only:**

Kimberly Romano Kopp
City Attorney

Dated _____

ATTEST:

Rey Bailey, City Clerk

Dated _____

CITY OF DESTIN Budget Internal Transfer Form

Fiscal Year 2024
 Period 5
 Ref 1 BUA
 Ref 2 ADJ

Short Description CITY MGR
 Effective Date 5/6/2024
 Budget Year Code 1

Entity Code 1
Amendment Type* 1
 Budget Projection Inclusion One Time

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

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrase (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
0151212 CITY MANAGER	511000 EXECUTIVE SALARY		NEW CITY MANAGER	I	\$ 52,000.00	\$ 38,916.00	\$ 90,916.00
0151212 CITY MANAGER	523000 BENEFITS		NEW CITY MANAGER	I	\$ 39,000.00	\$ 39,744.00	\$ 78,744.00
							\$ -
0151320 FINANCE	512000 SALARIES		NEW CITY MANAGER	D	\$ 30,000.00	\$ 161,257.00	\$ 131,257.00
0151320 FINANCE	523000 BENEFITS		NEW CITY MANAGER	D	\$ 13,500.00	\$ 39,233.00	\$ 25,733.00
							\$ -
0151321 HUMAN RESOURCES	527000 OTHER BENEFITS		NEW CITY MANAGER	D	\$ 10,000.00	\$ 25,000.00	\$ 15,000.00
0151531 COMMUNITY DEVELOPMENT	515000 SPECIAL PAY		NEW CITY MANAGER	D	\$ 20,000.00	\$ 43,051.00	\$ 23,051.00
							\$ -
0152140 PUBLIC SAFETY	512000 SALAREIS		NEW CITY MANAGER	D	\$ 17,500.00	\$ 28,066.00	\$ 10,566.00
							\$ -

Initials Date

Created by: _____

Entered by: _____

Approved by: _____

Note
 NEW CITY MANAGER CONTRACT